

Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR CONSTRUCTION OF:
2021 COUNTY SAFETY
PROGRAM**

**FEDERAL AID PROJECT NO. HSIP-000S(610)
F.A. Contract No. TA-7337
COUNTY ROAD PROJECT NO. 2196
May, 2023**

Lewis County Public Works
57 W. Main
Chehalis, WA 98532-2626

Approved for Construction:



Assistant County Engineer

05/01/2023

Date

05/01/2023

Project Engineer

BOARD OF COUNTY COMMISSIONERS

Sean Swope, District No. 1
Lindsey R. Pollock, DVM, District No. 2
Scott J. Brummer, District No. 3

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1 **INTRODUCTION**

2 (LCPW GSP)

3 The following Special Provisions are made a part of this contract and supersede any conflicting provisions
4 of the 2023 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 all
8 work specified under this contract are incorporated and hereby made a part of this contract. The Special
9 Provisions hereinafter contained shall supersede any conflicting provisions of the Standard Specifications
10 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	(LCPW GSP)	Lewis County General Special Provision
17	(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
18		
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 many
22 projects, usually in more than one Region. Usually, the only difference from one project to another is the
23 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
28 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of this
29 contract:

30
31 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that
32 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean Lewis
33 County Engineer; that wherever the words “State Treasurer” are used they shall mean Lewis
34 County Treasurer; that wherever the words “State Auditor” are used they shall mean Lewis County
35 Auditor; that wherever the words “Motor Vehicle Fund” are used they shall mean Lewis County
36 Road Fund.
37

38 **SPECIAL PROVISIONS**

39 **DIVISION 1**

40 **GENERAL REQUIREMENTS**

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

42 (March 13, 1995)

43
44 This contract provides for the improvement of *** traffic safety at various locations by installing guardrail,
45 constructing slope work, and traffic control, *** and other work, all in accordance with the attached
46 Contract Plans, these Contract Provisions, and the Standard Specifications.
47

1 **1-01.3 Definitions**

2 (January 19, 2022 APWA GSP)

3
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the
5 following:

6
7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

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

34
35 Supplement this Section with the following:

36
37 All references in the Standard Specifications or WSDOT General Special Provisions, to the terms
38 "Department of Transportation", "Washington State Transportation Commission", "Commission",
39 "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to
40 read "Contracting Agency".

41
42 All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless
43 the reference is to an administrative agency of the State of Washington, a State statute or
44 regulation, or the context reasonably indicates otherwise.

45
46 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated
47 location".

48
49 All references to "final contract voucher certification" shall be interpreted to mean the Contracting
50 Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

1
2 **Additive**

3 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which
4 may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
5

6 **Alternate**

7 One of two or more units of work or groups of bid items, identified separately in the Bid Proposal,
8 from which the Contracting Agency may make a choice between different methods or material of
9 construction for performing the same work.
10

11 **Business Day**

12 A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.
13

14 **Contract Bond**

15 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s)
16 are required by the Contract Documents, which may be a combination of a Payment Bond and a
17 Performance Bond.
18

19 **Contract Documents**

20 See definition for "Contract".
21

22 **Contract Time**

23 The period of time established by the terms and conditions of the Contract within which the Work
24 must be physically completed.
25

26 **Notice of Award**

27 The written notice from the Contracting Agency to the successful Bidder signifying the Contracting
28 Agency's acceptance of the Bid Proposal.
29

30 **Notice to Proceed**

31 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and
32 directing the Contractor to proceed with the Work and establishing the date on which the Contract
33 time begins.
34

35 **Traffic**

36 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
37 equestrian traffic.
38

39 **1-02, BID PROCEDURES AND CONDITIONS**

40
41 **1-02.1 Prequalification of Bidders**

42 Delete this Section and replace it with the following:
43

44 **1-02.1 Qualifications of Bidder**

45 *(January 24, 2011 APWA GSP)*
46

47 Before award of a public works contract, a bidder must meet at least the minimum qualifications of
48 RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public
49 works project.
50

51 **1-02.2 Plans and Specifications**

52 **(LCPW GSP)**

2021 County Safety Program
F.A. Project No. HSIP-000S(610)
CRP 2196

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

3
4 Copies of the plans and specifications are on file in the office of:

5
6 Lewis County Public Works Department
7 2025 N.E. Kresky Avenue
8 Chehalis, Washington 98532
9 (360) 740-1123 Ext. 7
10

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

12
13 Prospective bidders may obtain plans and specifications from Lewis County Public
14 Works Department in Chehalis, Washington or download from Lewis County Website at
15 www.lewiscountywa.gov.

16 **1-02.6 Preparation of Proposal**

17
18 (August 2, 2004)

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

20 **1-02.9 Delivery of Proposal**

21
22 (*January 19, 2022 APWA GSP Option B*)

23
24 Delete this section and replace it with the following:

25
26 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number
27 as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required
28 in the Bid Documents, to ensure proper handling and delivery.
29

30
31 To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the
32 following items, as required by Section 1-02.6:

- 33
34
- 35 • DBE Utilization Certification (WSDOT 272-056)
 - 36 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the
37 Bidder's completed DBE Utilization Certification
 - 38 • Good Faith Effort (GFE) Documentation
 - 39 • DBE Bid Item Breakdown (WSDOT 272-054)
 - 40 • DBE Trucking Credit Form (WSDOT 272-058)

41 **DBE Utilization Certification**

42 The DBE Utilization Certification shall be received at the same location and no later than the time
43 required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal
44 when the DBE Utilization Certification is received after the time specified for receipt of Proposals or
45 received in a location other than that specified for receipt of Proposals. The DBE Utilization
46 Certification may be submitted in the same envelope as the Bid deposit.
47

48 **DBE Written Confirmation and/or GFE Documentation**

49 The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted
50 with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received
51 either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later
52 than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the

1 Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation
2 from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as
3 required by Section 1-02.6.

4
5 **DBE Bid Item Breakdown and DBE Trucking Credit Form**

6 The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be received
7 either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later
8 than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the
9 Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown
10 and a DBE Trucking Credit Form for each DBE Trucking firm listed on the DBE Utilization Certification,
11 however, minor errors and corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms
12 will be returned for correction for a period up to five calendar days (not including Saturdays, Sundays
13 and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking
14 Credit Forms that are still incorrect after the correction period will be determined to be non-responsive.

15
16 Supplemental bid information submitted after the proposal submittal but within 48 hours of the time
17 and date the proposal is due, shall be submitted as follows:

- 18
19 1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information"
20 added, or
21 2. By facsimile to the following FAX number: \$ None \$, or
22 3. By e-mail to the following e-mail address: \$Robin.Saline@LewisCountyWA.gov\$

23
24 Proposals that are received as required will be publicly opened and read as specified in Section 1-
25 02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the
26 time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that
27 specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental
28 Information" (DBE confirmations or GFE documentation) that is received after the time specified
29 above, or received in a location other than that specified in the Call for Bids.

30
31 If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency
32 so that Proposals cannot be received at the office designated for receipt of bids as specified in Section
33 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time
34 of day specified in the solicitation on the first work day on which the normal work processes of the
35 Contracting Agency resume.

36
37 **1-02.12 Public Opening Of Proposal**
38 (LCPW GSP)

39 Section 1-02.12 is supplemented with the following:

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

42 The Board of County Commissioners of Lewis County or designee, will open sealed proposals and
43 publicly read them aloud on or after 12:15 p.m. on **May 25, 2023**, at the Lewis County Courthouse,
44 Chehalis, Washington, for the 2021 County Safety Program, F. A. Project No. HSIP-000S(610),
45 CRP 2196.

46
47 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
48 **12:15 P.M. on Thursday, May 25, 2023**

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

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

2 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners
3 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **12:15**
4 **p.m.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR**
5 **THE 2021 COUNTY SAFETY PROGRAM, F. A. PROJECT NO. HSIP-000S(610), CRP 2196, TO**
6 **BE OPENED ON OR AFTER 12:15 P.M. ON MAY 25, 2023.**

7
8 **1-02.13 Irregular Proposals**
9 *(December 30, 2022 APWA GSP)*

10
11 Delete this section and replace it with the following:

- 12
13 1. A Proposal will be considered irregular and will be rejected if:
- 14 a. The Bidder is not prequalified when so required;
 - 15 b. The authorized Proposal form furnished by the Contracting Agency is not used or is
16 altered;
 - 17 c. The completed Proposal form contains any unauthorized additions, deletions, alternate
18 Bids, or conditions;
 - 19 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into
20 the Contract;
 - 21 e. A price per unit cannot be determined from the Bid Proposal;
 - 22 f. The Proposal form is not properly executed;
 - 23 g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-
24 015), if applicable, as required in Section 1-02.6;
 - 25 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
26 Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - 27 i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each
28 DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in
29 agreement with the bidder’s DBE participation commitment, if applicable, as required in
30 Section 1-02.6, or if the written confirmation that is submitted fails to meet the
31 requirements of the Special Provisions;
 - 32 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
33 required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate
34 that a Good Faith Effort to meet the Condition of Award was made;
 - 35 k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if
36 applicable, as required in Section 1-02.6, or if the documentation that is submitted fails
37 to meet the requirements of the Special Provisions;
 - 38 l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if
39 applicable, as required in Section 1-02.6, or if the documentation that is submitted fails
40 to meet the requirements of the Special Provisions;
 - 41 m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material
42 terms of the Bid invitation; or
 - 43 n. More than one Proposal is submitted for the same project from a Bidder under the same
44 or different names.
- 45
46 2. A Proposal may be considered irregular and may be rejected if:
- 47 a. The Proposal does not include a unit price for every Bid item;
 - 48 b. Any of the unit prices are excessively unbalanced (either above or below the amount of
49 a reasonable Bid) to the potential detriment of the Contracting Agency;
 - 50 c. Receipt of Addenda is not acknowledged;
 - 51 d. A member of a joint venture or partnership and the joint venture or partnership submit
52 Proposals for the same project (in such an instance, both Bids may be rejected); or

1 e. If Proposal form entries are not made in ink.

2
3 **1-02.14 Disqualification of Bidders**
4 *(May 17, 2018 APWA GSP, Option B)*
5

6 Delete this section and replace it with the following:

7
8 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
9 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria
10 1-7 listed in this Section.

11
12 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility
13 criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets
14 Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.
15

16
17 **1. Delinquent State Taxes**

18
19 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State
20 Department of Revenue without a payment plan approved by the Department of
21 Revenue.
22

23 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
24 statement (on a form to be provided by the Contracting Agency) that the Bidder does not
25 owe delinquent taxes to the Washington State Department of Revenue, or if delinquent
26 taxes are owed to the Washington State Department of Revenue, the Bidder must
27 submit a written payment plan approved by the Department of Revenue, to the
28 Contracting Agency by the deadline listed below.
29

30 **2. Federal Debarment**

31
32 A Criterion: The Bidder shall not currently be debarred or suspended by the Federal
33 government.
34

35 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the
36 U.S. government’s “System for Award Management” database (www.sam.gov).
37

38 **3. Subcontractor Responsibility**

39
40 A Criterion: The Bidder’s standard subcontract form shall include the subcontractor
41 responsibility language required by RCW 39.06.020, and the Bidder shall have an
42 established procedure which it utilizes to validate the responsibility of each of its
43 subcontractors. The Bidder’s subcontract form shall also include a requirement that
44 each of its subcontractors shall have and document a similar procedure to determine
45 whether the sub-tier subcontractors with whom it contracts are also “responsible”
46 subcontractors as defined by RCW 39.06.020.
47

48 B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy
49 of its standard subcontract form for review by the Contracting Agency, and a written
50 description of its procedure for validating the responsibility of subcontractors with which
51 it contracts.
52

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

2
3 A Criterion: The Bidder shall not have a record of excessive claims filed against the
4 retainage or payment bonds for public works projects in the three years prior to the bid
5 submittal date, that demonstrate a lack of effective management by the Bidder of making
6 timely and appropriate payments to its subcontractors, suppliers, and workers, unless
7 there are extenuating circumstances and such circumstances are deemed acceptable to
8 the Contracting Agency.

9
10 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of
11 the public works projects completed in the three years prior to the bid submittal date that
12 have had claims against retainage and bonds and include for each project the following
13 information:

- 14 • Name of project
- 15 • The owner and contact information for the owner;
- 16 • A list of claims filed against the retainage and/or payment bond for any of the
- 17 • projects listed;
- 18 • A written explanation of the circumstances surrounding each claim and the ultimate
- 19 • resolution of the claim.
- 20

21
22 5. **Public Bidding Crime**

23
24 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime
25 involving bidding on a public works contract in the five years prior to the bid submittal
26 date.

27
28 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
29 statement (on a form to be provided by the Contracting Agency) that the Bidder and/or
30 its owners have not been convicted of a crime involving bidding on a public works
31 contract.

32
33 6. **Termination for Cause / Termination for Default**

34
35 A Criterion: The Bidder shall not have had any public works contract terminated for cause
36 or terminated for default by a government agency in the five years prior to the bid
37 submittal date, unless there are extenuating circumstances and such circumstances are
38 deemed acceptable to the Contracting Agency.

39
40 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
41 statement (on a form to be provided by the Contracting Agency) that the Bidder has not
42 had any public works contract terminated for cause or terminated for default by a
43 government agency in the five years prior to the bid submittal date; or if Bidder was
44 terminated, describe the circumstances. .

45
46 7. **Lawsuits**

47
48 A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder
49 in the five years prior to the bid submittal date that demonstrate a pattern of failing to
50 meet the terms of contracts, unless there are extenuating circumstances and such
51 circumstances are deemed acceptable to the Contracting Agency

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

10
11 As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low
12 Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day
13 following the bid submittal deadline, a written statement verifying that the Bidder meets the
14 supplemental criteria together with supporting documentation (sufficient in the sole judgment of
15 the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The
16 Contracting Agency reserves the right to request further documentation as needed from the low
17 Bidder and documentation from other Bidders as well to assess Bidder responsibility and
18 compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right
19 to obtain information from third-parties and independent sources of information concerning a
20 Bidder's compliance with the mandatory and supplemental criteria, and to use that information in
21 their evaluation. The Contracting Agency may consider mitigating factors in determining whether
22 the Bidder complies with the requirements of the supplemental criteria.

23
24 The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria
25 shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or
26 third parties) including but not limited to: (i) financial, historical, or operational data from the
27 Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the
28 Bidder has worked, or other public agencies or private enterprises; and (iii) any additional
29 information obtained by the Contracting Agency which is believed to be relevant to the matter.

30
31 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria
32 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in
33 writing, with the reasons for its determination. If the Bidder disagrees with this determination, it
34 may appeal the determination within two (2) business days of the Contracting Agency's
35 determination by presenting its appeal and any additional information to the Contracting Agency.
36 The Contracting Agency will consider the appeal and any additional information before issuing its
37 final determination. If the final determination affirms that the Bidder is not responsible, the
38 Contracting Agency will not execute a contract with any other Bidder until at least two business
39 days after the Bidder determined to be not responsible has received the Contracting Agency's
40 final determination.

41
42 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
43 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria
44 may make or submit requests to the Contracting Agency to modify the criteria. Such requests
45 shall be in writing, describe the nature of the concerns, and propose specific modifications to the
46 criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5)
47 business days prior to the bid submittal deadline and address the request to the Project Engineer
48 or such other person designated by the Contracting Agency in the Bid Documents.

49 **1-02.15 Pre Award Information**

1 (December 30, 2022 APWA GSP)

2
3 Revise this section to read:

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

- 7 1. A complete statement of the origin, composition, and manufacture of any or all materials to be
8 used,
 - 9 2. Samples of these materials for quality and fitness tests,
 - 10 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time
11 required for the various phases of the work,
 - 12 4. A breakdown of costs assigned to any bid item,
 - 13 5. Attendance at a conference with the Engineer or representatives of the Engineer,
 - 14 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the
15 work is located.
 - 16 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the
17 lowest responsible bidder.
- 18

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

20 **1-03.3 Execution of Contract**

21 (January 19, 2022 APWA GSP)

22
23
24 Revise this section to read:

25
26 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the
27 successful Bidder shall provide the information necessary to execute the Contract to the
28 Contracting Agency. The Bidder shall send the contact information, including the full name, email
29 address, and phone number, for the authorized signer and bonding agent to the Contracting
30 Agency.

31
32 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for
33 signature by the successful bidder on the first business day following award. The number of copies
34 to be executed by the Contractor will be determined by the Contracting Agency.

35
36 Within 15 calendar days after the award date, the successful bidder shall return the signed
37 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a
38 satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the
39 Construction Stormwater General Permit with sections I, III, and VIII completed when provided.
40 Before execution of the contract by the Contracting Agency, the successful bidder shall provide any
41 pre-award information the Contracting Agency may require under Section 1-02.15.

42
43 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor
44 shall any work begin within the project limits or within Contracting Agency-furnished sites. The
45 Contractor shall bear all risks for any work begun outside such areas and for any materials ordered
46 before the contract is executed by the Contracting Agency.

47
48 If the bidder experiences circumstances beyond their control that prevents return of the contract
49 documents within the calendar days after the award date stated above, the Contracting Agency

1 may grant up to a maximum of 5 additional calendar days for return of the documents, provided the
2 Contracting Agency deems the circumstances warrant it.

3 4 **1-03.4 Contract Bond**

5 *(July 23, 2015 APWA GSP)*

6
7 Delete the first paragraph and replace it with the following:

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

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

37 38 **1-03.7 Judicial Review**

39 *(December 30, 2022 APWA GSP)*

40
41 Revise this section to read:

42
43 All decision made by the Contracting Agency regarding the Award and execution of the Contract or
44 Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington
45 Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting
46 Agency headquarters is located, provided that where an action is asserted against a county, RCW
47 36.01.050 shall control venue and jurisdiction.

48 49 **1-05, CONTROL OF WORK**

1
2 **1-05.7 Removal Of Defective And unauthorized Work**
3 (October 1, 2005 APWA GSP)

4
5 Supplement this section with the following:

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

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

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

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

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

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

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

39
40 **1-05.14 Cooperation With Other Contractors**

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

43
44 **Other Contracts Or Other Work**

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

47
48 \$\$ Utilities and/or Utility Contractors. The contractor's attention is directed to Section 1-07.17
49 these Special Provisions. \$\$

50
51 **1-05.15 Method of Serving Notices**

1 (December 30, 2022 APWA GSP)

2 Revise the second paragraph to read:

3
4 All correspondence from the Contractor shall be directed to the Project Engineer. All
5 correspondence from the Contractor constituting any notification, notice of protest, notice of dispute,
6 or other correspondence constituting notification required to be furnished under the Contract, must
7 be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office.
8 Electronic copies such as e-mails or electronically delivered copies of correspondence will not
9 constitute such notice and will not comply with the requirements of the Contract.
10

11 **1-06, CONTROL OF MATERIAL**

12 Section 1-06 is supplemented with the following:

13 **Build America/Buy America**

14 (October 5, 2022)

15 **General Requirements**

16 In accordance with Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-
17 58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:
18
19

- 20
21 1. All steel and iron used in the project are produced in the United States. This means all
22 manufacturing processes, from the initial melting stage through the application of coatings,
23 occurred in the United States.
24
- 25 2. All manufactured products used in the project are produced in the United States. This
26 means the manufactured product was manufactured in the United States, and the cost of
27 the components of the manufactured product that are mined, produced, or manufactured
28 in the United States is greater than 55 percent of the total cost of all components of the
29 manufactured product, unless another standard for determining the minimum amount of
30 domestic content of the manufactured product has been established under applicable law
31 or regulation.
32
- 33 3. All construction materials are manufactured in the United States. This means that all
34 manufacturing processes for the construction material occurred in the United States.
35

36 An article, material, or supply will be classified in one of three categories: 1) Steel and Iron, 2)
37 Manufactured Product or 3) Construction Material. Only a single category will apply to an item and
38 be subject to the requirements of the BABA requirements of that category. Some contract items are
39 composed of multiple parts that may fall into different categories. Individual components will be
40 categorized as a construction material, manufactured product, or steel and iron based on their
41 composition when they arrive at the staging area or work site.
42

43 **Definitions**

- 44 1. Construction material: Defined as any article, material, or supply brought to the construction site
45 for incorporation into the final product. Construction materials include an article, material, or
46 supply that is or consists primarily of:
47
48 a. Non-ferrous metals;
49

- b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- c. Glass (including optic glass);
- d. Lumber; or
- e. Drywall.

Construction Materials do not include items of primarily iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

- 2. **Manufactured Product:** A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
- 3. **Manufactured in the United States:** A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.
- 4. **Structural Steel:** Defined as all structural steel products included in the project.
- 5. **United States:** To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Steel and Iron Requirements

Major quantities of steel and iron construction materials that are permanently incorporated into the project shall consist of American-made materials only. BABA requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

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

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

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

1 other coating that protects or enhances the value of steel or iron. Any process from the original
2 reduction from ore to the finished product constitutes a manufacturing process for iron.

3
4 Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore and alloys),
5 scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.

6
7 The following are considered to be steel manufacturing processes:

- 8
9 1. Production of steel by any of the following processes:
- 10 a. Open hearth furnace.
 - 11 b. Basic oxygen.
 - 12 c. Electric furnace.
 - 13 d. Direct reduction.
- 14
15
16
17
18 2. Rolling, heat treating, and any other similar processing.
- 19
20
21 3. Fabrication of the products:
- 22 a. Spinning wire into cable or strand.
 - 23 b. Corrugating and rolling into culverts.
 - 24 c. Shop fabrication.
- 25
26
27
28

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

33 34 **Manufactured Products**

35 Due to a nationwide waiver, BABA requirements do not apply to manufactured products.

36 37 **Construction Material Requirements**

38 A Contractor provided certification of materials origin will be required before each progress estimate
39 or payment. The Contractor will not receive payment until the certification is received by the
40 Engineer. The Contractor shall certify that all construction materials installed during the current
41 progress estimate period meets the Build America, Buy America Act. The certification shall be on
42 WSDOT Form 350-110EF provided by the Engineer, or such other form the Contractor chooses,
43 provided it contains the same information as WSDOT Form 350-110EF.

44 45 **1-06.6 Recycled Materials** 46 *(January 4, 2016 APWA GSP)*

47
48 Delete this section, including its subsections, and replace it with the following:

49
50 The Contractor shall make their best effort to utilize recycled materials in the construction of the
51 project. Approval of such material use shall be as detailed elsewhere in the Standard
52 Specifications.

1
2 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were
3 utilized in the construction of the project for each of the items listed in Section 9-03.21. The report
4 shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and
5 other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned
6 to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled
7 Materials Reporting.
8

9 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

10 **1-07.1 Laws to be Observed**

11 Section 1-07.1 is supplemented with the following:
12

13 *(October 1, 2005 APWA GSP)*
14

15 Supplement this section with the following:
16
17

18 In cases of conflict between different safety regulations, the more stringent regulation shall apply.
19

20 The Washington State Department of Labor and Industries shall be the sole and paramount
21 administrative agency responsible for the administration of the provisions of the Washington Industrial
22 Safety and Health Act of 1973 (WISHA).
23

24 The Contractor shall maintain at the project site office, or other well-known place at the project site,
25 all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and
26 make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's
27 care, persons, including employees, who may have been injured on the project site. Employees
28 should not be permitted to work on the project site before the Contractor has established and made
29 known procedures for removal of injured persons to a hospital or a doctor's care.
30

31 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
32 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure,
33 or improper maintenance, use, or operation. The Contractor shall be solely and completely
34 responsible for the conditions of the project site, including safety for all persons and property in the
35 performance of the work. This requirement shall apply continuously, and not be limited to normal
36 working hours. The required or implied duty of the Engineer to conduct construction review of the
37 Contractor's performance does not, and shall not, be intended to include review and adequacy of the
38 Contractor's safety measures in, on, or near the project site.
39

40 **1-07.2 State Taxes**

41
42 Delete this section, including its sub-sections, in its entirety and replace it with the following:
43

44 **1-07.2 State Sales Tax** 45 *(June 27, 2011 APWA GSP)* 46

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

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

5
6 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-
7 funded Project) only if the Contractor has obtained from the Washington State Department of
8 Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051).
9 The Contracting Agency may deduct from its payments to the Contractor any amount the
10 Contractor may owe the Washington State Department of Revenue, whether the amount owed
11 relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

12 13 **1-07.2(1) State Sales Tax — Rule 171**

14
15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,
16 which are owned by a municipal corporation, or political subdivision of the state, or by the United
17 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined
18 sewer systems within and included as a part of the street or road drainage system and power lines
19 when such are part of the roadway lighting system. For work performed in such cases, the
20 Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or
21 other contract amounts, including those that the Contractor pays on the purchase of the materials,
22 equipment, or supplies used or consumed in doing the work.

23 24 **1-07.2(2) State Sales Tax — Rule 170**

25
26 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing
27 buildings, or other structures, upon real property. This includes, but is not limited to, the
28 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and
29 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and
30 disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph,
31 electrical power distribution lines, or other conduits or lines in or above streets or roads, unless
32 such power lines become a part of a street or road lighting system; and installing or attaching of any
33 article of tangible personal property in or to real property, whether or not such personal property
34 becomes a part of the realty by virtue of installation.

35
36 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail
37 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to
38 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales
39 tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following
40 exception.

41
42 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
43 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable
44 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
45 prices or in any other contract amount.

46 47 **1-07.2(3) Services**

48
49 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly
50 for professional or other services (as defined in Washington State Department of Revenue Rules
51 138 and 244).
52

1 **1-07.5 Environmental Regulations**

2 Section 1-07.5 is supplemented with the following:

3
4 (September 20, 2010)

5 **Environmental Commitments**

6 The following Provisions summarize the requirements, in addition to those required elsewhere in the
7 Contract, imposed upon the Contracting Agency by the various documents referenced in the Special
8 Provisions **Permits and Licenses**. Throughout the work, the Contractor shall comply with the
9 following requirements:

10
11 (April 1, 2019)

12 The Contractor shall notify the Engineer a minimum of *****15***** calendar days prior to
13 commencing any work in sensitive areas, mitigation area, and wetland buffers. Installation of
14 construction fencing is excluded from this notice requirement.

15
16 (April 1, 2019)

17 No *****staging***** is allowed within *****100***** feet of surface waters or wetlands^{***}. No
18 *****refueling***** is allowed within *****200***** feet of *****surface waters or wetlands*****.

19
20
21 (August 3, 2009)

22 **Payment**

23 All costs to comply with this special provision for the environmental commitments and requirements
24 are incidental to the contract and are the responsibility of the Contractor. The Contractor shall
25 include all related costs in the associated bid prices of the contract.

26
27 **1-07.6 Permits and Licenses**

28 Section 1-07.6 is supplemented with the following:

29
30 (January 2, 2018)

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

34
35 Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through
36 the Engineer with the exception of when the Construction Stormwater General Permit coverage is
37 transferred to the Contractor, direct communication with the Department of Ecology is allowed. The
38 Contractor shall be responsible for obtaining Ecology’s approval for any Work requiring additional
39 approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional
40 permits as necessary. All costs to obtain and comply with additional permits shall be included in the
41 applicable Bid items for the Work involved.

42
43 ***

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
National Environmental Policy Act (NEPA) – Documented Categorical Exclusion	Federal Highway Administration	HSIP-000S(610)
Section 404 Nationwide Permit	U.S. Army Corps of Engineers	NWS-2023-59
Section 401 Water Quality Certification	Department of Ecology	Certified under NWS-2023-59

State Environmental Policy Act (SEPA)	Lewis County Community Development (LCCD)	SEP22-0052
Fill and Grade Permit	LCCD	G22-00042

(LCPW GSP)

The Contractor shall ensure that all permit conditions have been read, understood and will be complied with. The Project Environmental Review Form must be signed by the Contractor to document this.

1-07.9 Wages

General

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

(January 9, 2023)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20230001.

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

1-07.9(5)A Required Documents
(December 30, 2022 APWA GSP)

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(October 3, 2022)

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

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

Women - Statewide

Timetable

Goal

Until further notice

6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

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

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

44
45 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4
46 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action
47 obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet
48 the goals. The hours of minority and female employment and training must be substantially
49 uniform throughout the length of the contract, in each construction craft and in each trade, and
50 the Contractor shall make a good faith effort to employ minorities and women evenly on each
51 of its projects. The transfer of minority or female employees or trainees from Contractor to
52 Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall

1 be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.
2 Compliance with the goals will be measured against the total work hours performed.

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

12
13 U.S. Department of Labor
14 Office of Federal Contract Compliance Programs Pacific Region
15 Attn: Regional Director
16 San Francisco Federal Building
17 90 – 7th Street, Suite 18-300
18 San Francisco, CA 94103(415) 625-7800 Phone
19 (415) 625-7799 Fax
20

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

23
24 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive
25 Order 11246)
26

- 27 1. As used in these specifications:

- 28
29 a. Covered Area means the geographical area described in the solicitation from which
30 this contract resulted;
31
32 b. Director means Director, Office of Federal Contract Compliance Programs, United
33 States Department of Labor, or any person to whom the Director delegates authority;
34
35 c. Employer Identification Number means the Federal Social Security number used on
36 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
37
38 d. Minority includes:
39
40 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
41
42 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican,
43 Puerto Rican, Cuban, Central American, South American, or other Spanish
44 origin.
45
46 (3) Asian or Pacific Islander, a person having origins in any of the original
47 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
48 Samoa.
49
50 (4) American Indian or Alaskan Native, a person having origins in any of the
51 original peoples of North America, and who maintain cultural identification
52 through tribal affiliation or community recognition.

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

1 the Contractor's obligation to maintain such a working environment, with specific
2 attention to minority or female individuals working at such sites or in such facilities.

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

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- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 1 9. A single goal for minorities and a separate single goal for women have been established. The
2 Contractor, however, is required to provide equal employment opportunity and to take
3 affirmative action for all minority groups, both male and female, and all women, both minority
4 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a
5 particular group is employed in substantially disparate manner (for example, even though the
6 Contractor has achieved its goals for women generally, the Contractor may be in violation of the
7 Executive Order if a specific minority group of women is underutilized).
8
- 9 10. The Contractor shall not use the goals and timetables or affirmative action standards to
10 discriminate against any person because of race, color, religion, sex, or national origin.
11
- 12 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
13 Government contracts pursuant to Executive Order 11246.
14
- 15 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications
16 and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of
17 existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as
18 amended, and its implementing regulations by the Office of Federal Contract Compliance
19 Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in
20 violation of these specifications and Executive Order 11246, as amended.
21
- 22 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific
23 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of
24 this Special Provision, so as to achieve maximum results from its efforts to ensure equal
25 employment opportunity. If the Contractor fails to comply with the requirements of the Executive
26 Order, the implementing regulations, or these specifications, the Director shall proceed in
27 accordance with 41 CFR 60-4.8.
28
- 29 14. The Contractor shall designate a responsible official to monitor all employment related activity
30 to ensure that the company EEO policy is being carried out, to submit reports relating to the
31 provisions hereof as may be required by the government and to keep records. Records shall at
32 least include, for each employee, their name, address, telephone numbers, construction trade,
33 union affiliation if any, employee identification number when assigned, social security number,
34 race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in
35 status, hours worked per week in the indicated trade, rate of pay, and locations at which the
36 work was performed. Records shall be maintained in an easily understandable and retrievable
37 form; however, to the degree that existing records satisfy this requirement, the Contractors will
38 not be required to maintain separate records.
39
- 40 15. Nothing herein provided shall be construed as a limitation upon the application of other laws
41 which establish different standards of compliance or upon the application of requirements for
42 the hiring of local or other area residents (e.g., those under the Public Works Employment Act
43 of 1977 and the Community Development Block Grant Program).
44
- 45 16. Additional assistance for Federal Construction Contractors on contracts administered by
46 Washington State Department of Transportation or by Local Agencies may be found at:
47

48 Washington State Dept. of Transportation
49 Office of Equal Opportunity
50 PO Box 47314
51 310 Maple Park Ave. SE
52 Olympia WA

1 98504-7314
2 Ph: 360-705-7090
3 Fax: 360-705-6801
4 <http://www.wsdot.wa.gov/equalopportunity/default.htm>

5
6 (October 1, 2020 APWA GSP, Option B)

7 **Disadvantaged Business Enterprise Participation**

8 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's
9 official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance
10 with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the
11 requirements of this Specification may result in your Bid being found to be nonresponsive resulting
12 in rejection or other sanctions as provided by Contract.

13
14 **DBE Abbreviations and Definitions**

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

19
20 **Certified Business Description** – Specific descriptions of work the DBE is certified to
21 perform, as identified in the Certified Firm Directory, under the Vendor Information page.

22
23 **Certified Firm Directory** – A database of all Minority, Women, and Disadvantaged
24 Business Enterprises currently certified by Washington State. The on-line Directory is
25 available to Bidders for their use in identifying and soliciting interest from DBE firms. The
26 database is located under the Firm Certification section of the Diversity Management and
27 Compliance System web page at: <https://omwbe.diversitycompliance.com>.

28
29 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines commercially useful
30 function as: “A DBE performs a commercially useful function when it is responsible for
31 execution of the work of the contract and is carrying out its responsibilities by actually
32 performing, managing, and supervising the work involved. To perform a commercially
33 useful function, the DBE must also be responsible, with respect to materials and supplies
34 used on the contract, for negotiating price, determining quality and quantity, ordering the
35 material, and installing (where applicable) and paying for the material itself. To determine
36 whether a DBE is performing a commercially useful function, you must evaluate the amount
37 of work subcontracted, industry practices, whether the amount the firm is to be paid under
38 the contract is commensurate with the work it is actually performing and the DBE credit
39 claimed for its performance of the work, and other relevant factors.”

40
41 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the Washington
42 State Office of Minority and Women’s Business Enterprises, as meeting the criteria outlined
43 in 49 CFR 26 regarding DBE certification.

44
45 **Force Account Work** – Work measured and paid in accordance with Section 1-09.6.

46
47 **Good Faith Efforts** – Efforts to achieve the DBE COA Goal or other requirements of this
48 part which, by their scope, intensity, and appropriateness to the objective, can reasonably
49 be expected to fulfill the program requirement.

50
51 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or establishment
52 that produces on the premises the materials, supplies, articles, or equipment required

1 under the Contract. A DBE Manufacturer shall produce finished goods or products from
2 raw or unfinished material or purchase and substantially alters goods and materials to make
3 them suitable for construction use before reselling them.
4

5 **Reasonable Fee (DBE)** – For purposes of Brokers or service providers a reasonable fee
6 shall not exceed 5% of the total cost of the goods or services brokered.
7

8 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store, warehouse,
9 or other establishment in which the materials or supplies required for the performance of a
10 Contract are bought, kept in stock, and regularly sold to the public in the usual course of
11 business. To be a Regular Dealer, the DBE firm must be an established regular business
12 that engages in as its principal business and in its own name the purchase and sale of the
13 products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and
14 petroleum products need not own, operate or maintain a place of business if it both owns
15 and operates distribution equipment for the products. Any supplementing of regular dealers'
16 own distribution equipment shall be by long-term formal lease agreements and not on an
17 ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who
18 arrange or expedite transactions shall not be regarded as Regular Dealers within the
19 meaning of this definition.
20

21 **DBE Commitment** – The scope of work and dollar amount the Bidder indicates they will
22 be subcontracting to be applied towards the DBE Condition of Award Goal as shown on
23 the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment
24 amount will be incorporated into the Contract and shall be considered a Contract
25 requirement. The Contractor shall utilize the COA DBEs to perform the work and supply
26 the materials for which they are committed. Any changes to the DBE Commitment require
27 the Engineer's prior written approval.
28

29 **DBE Condition of Award (COA) Goal** – An assigned numerical amount specified as a
30 percentage of the Contract. Initially, this is the minimum amount that the Bidder must
31 commit to by submission of the Utilization Certification Form and/or by Good Faith Effort
32 (GFE).
33

34 **DBE COA Goal**

35 The Contracting Agency has established a DBE COA Goal for this Contract in the amount of:
36 *** 13 % ***
37

38 **Crediting DBE Participation**

39 Subcontractors proposed as COA must be certified prior to the due date for bids on the Contract.
40 All non-COA DBE Subcontractors shall be certified before the subcontract on which they are
41 participating is executed.
42

43 DBE participation is only credited upon payment to the DBE.
44

45 The following are some definitions of what may be counted as DBE participation.
46

47 **DBE Prime Contractor**

48 Only take credit for that portion of the total dollar value of the Contract equal to the distinct,
49 clearly defined portion of the Work that the DBE Prime Contractor performs with its own
50 forces and is certified to perform.
51

1 **DBE Subcontractor**

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

8
9 The supplies, materials, and equipment purchased or leased from the Contractor or its
10 affiliate, including any Contractor's resources available to DBE subcontractors at no cost,
11 shall not be credited.

12
13 DBE credit will not be given in instances where the equipment lease includes the operator.
14 The DBE is expected to operate the equipment used in the performance of its work under
15 the contract with its own forces. Situations where equipment is leased and used by the
16 DBE, but payment is deducted from the Contractor's payment to the DBE is not allowed.

17
18 When the subcontractor is part of a DBE Commitment, the following apply:

- 19
20 1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value
21 of the subcontracted Work may be counted toward the DBE COA Goal only if the
22 Lower-Tier Subcontractor is also a DBE.
23
24 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted
25 toward the DBE COA Goal.
26
27 3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

28
29 **DBE Subcontract and Lower Tier Subcontract Documents**

30 There must be a subcontract agreement that complies with 49 CFR Part 26 and fully
31 describes the distinct elements of Work committed to be performed by the DBE.

32
33 **DBE Service Provider**

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

40
41 **Force Account Work**

42 When the Bidder elects to utilize force account Work to meet the DBE COA Goal, as
43 demonstrated by listing this force account Work on the DBE Utilization Certification Form,
44 for the purposes of meeting the DBE COA Goal, only 50% of the Proposal amount shall be
45 credited toward the Bidder's Commitment to meet the DBE COA Goal.

46
47 One hundred percent of the actual amounts paid to the DBE for the force account Work
48 shall be credited towards the DBE COA Goal or DBE participation.

49
50 **Temporary Traffic Control**

51 If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control
52 Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm

1 shall also provide all flagging equipment for it's employees (e.g. paddles, hard hats, and
2 vests).

3
4 If the DBE firm provides "Traffic Control Services", the DBE firm must provide a TCS,
5 flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of
6 all items in implementing the traffic control for the project.

7 8 **Trucking**

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

14
15 The DBE trucking firm must own and operate at least one licensed, insured and operational
16 truck on the contract. The truck must be of the type that is necessary to perform the hauling
17 duties required under the contract. The DBE receives credit for the value of the
18 transportation services it provides on the Contract using trucks it owns or leases, licenses,
19 insures, and operates with drivers it employs.

20
21 The DBE may lease additional trucks from another DBE firm. The DBE who leases
22 additional trucks from another DBE firm receives credit for the value of the transportation
23 services the lessee DBE provides on the Contract.

24
25 The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for
26 Work done on the project.

27
28 The DBE may lease trucks from a truck leasing company (recognized truck rental center),
29 but can only receive credit towards DBE participation if the DBE uses its own employees
30 as drivers.

31 32 **DBE Manufacturer and DBE Regular Dealer**

33 One hundred percent (100%) of the cost of the manufactured product obtained from a DBE
34 manufacturer may count towards the DBE COA Goal.

35
36 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular
37 Dealer may be credited towards the DBE Goal. If the role of the DBE Regular Dealer is
38 determined to be that of a Broker, then DBE credit shall be limited to the fee or commission
39 it receives for its services. Regular Dealer status and the amount of credit is determined
40 on a Contract-by-Contract basis.

41
42 DBE firms proposed to be used as a Regular Dealer must be approved before being listed
43 as a COA/used on a project. The WSDOT Approved Regular Dealer list published on
44 WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for
45 which approval is being requested. For purposes of the DBE COA Goal participation, the
46 Regular Dealer must submit the Regular Dealer Status Request form a minimum of five
47 calendar days prior to bid opening.

48
49 Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular
50 dealer, (i.e. Broker) only the fees or commissions charged for assistance in the
51 procurement of the materials and supplies, or fees or transportation charges for the delivery
52 of materials or supplies required on the job site, may count towards the DBE COA Goal

1 provided the fees are not excessive as compared with fees customarily allowed for similar
2 services. Documentation will be required to support the fee/commission charged by the
3 DBE. The cost of the materials and supplies themselves cannot be counted toward the
4 DBE COA Goal.

5
6 Note: Requests to be listed as a Regular Dealer will only be processed if the requesting
7 firm is a material supplier certified by the Office of Minority and Women's Business
8 Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code
9 section.

10
11 **Disadvantaged Business Enterprise Utilization**

12 To be eligible for award of the Contract, the Bidder shall properly complete and submit a
13 Disadvantaged Business Enterprise (DBE) Utilization Certification with the Bidder's sealed Bid
14 Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's DBE Utilization
15 Certification must clearly demonstrate how the Bidder intends to meet the DBE COA Goal. A
16 DBE Utilization Certification (WSDOT Form 272-056) is included in the Proposal package for
17 this purpose as well as instructions on how to properly fill out the form.

18
19 The Bidder is advised that the items listed below when listed in the Utilization Certification must
20 have their amounts reduced to the percentages shown and those reduced amounts will be the
21 amount applied towards meeting the DBE COA Goal.

- 22
23 • Force account at 50%
24 • Regular dealer at 60%

25
26 In the event of arithmetic errors in completing the DBE Utilization Certification, the amount listed
27 to be applied towards the DBE COA Goal for each DBE shall govern and the DBE total amount
28 shall be adjusted accordingly.

29
30 Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid
31 Proposal submitted that does not contain a DBE Utilization Certification Form that
32 accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

33
34 **Disadvantaged Business Enterprise Written Confirmation Document(s)**

35 The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written Confirmation
36 Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's
37 completed DBE Utilization Certification submitted with the Bid. Failure to do so will result in the
38 associated participation being disallowed, which may cause the Bid to be determined to be
39 nonresponsive resulting in Bid rejection.

40
41 The Confirmation Documents provide confirmation from the DBEs that they are participating in
42 the Contract as provided in the Bidder's Commitment. The Confirmation Documents must be
43 consistent with the Utilization Certification.

44
45 A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the Proposal
46 package for this purpose.

47
48 The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery
49 of Proposal.

50
51 It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with
52 any part of the form left blank. Should the Contracting Agency determine that an incomplete

1 Written Confirmation Document was signed by a DBE, the validity of the document comes into
2 question. The associated DBE participation may not receive credit.

3
4 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

5 The successful Bidder shall be selected on the basis of having submitted the lowest responsive
6 Bid, which demonstrates a good faith effort to achieve the DBE COA Goal. The Contracting
7 Agency, at any time during the selection process, may request a breakdown of the bid items
8 and amounts that are counted towards the overall contract goal for any of the DBEs listed on
9 the DBE Utilization Certification.

10
11 Achieving the DBE COA Goal may be accomplished in one of two ways:

- 12
13 1. By meeting the DBE COA Goal
14 Submission of the DBE Utilization Certification, supporting DBE Written Confirmation
15 Document(s) showing the Bidder has obtained enough DBE participation to meet or
16 exceed the DBE COA Goal, the DBE Bid Item Breakdown and the DBE Trucking Credit
17 Form, if applicable.
18
19 2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal
20 The Bidder may demonstrate a GFE in whole or part through GFE documentation
21 ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have
22 been unsuccessful. The Bidder must supply GFE documentation in addition to the DBE
23 Utilization Certification, supporting DBE Written Confirmation Document(s), the DBE
24 Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable.

25
26 Note: In the case where a Bidder is awarded the contract based on demonstrating
27 adequate GFE, the advertised DBE COA Goal will not be reduced. The Bidder
28 shall demonstrate a GFE during the life of the Contract to attain the advertised
29 DBE COA Goal.

30
31 GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking Credit Form, if
32 applicable, shall be submitted as specified in Section 1-02.9.

33
34 The Contracting Agency will review the GFE documentation and will determine if the Bidder
35 made an adequate good faith effort.

36
37 **Good Faith Effort (GFE) Documentation**

38 GFE is evaluated when:

- 39
40 1. Determining award of a Contract that has COA goal,
41
42 2. When a COA DBE is terminated and substitution is required, and
43
44 3. Prior to Physical Completion when determining whether the Contractor has satisfied
45 its DBE commitments.

46
47 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself, demonstrate
48 adequate good faith efforts. The following is a list of types of actions, which would be considered
49 as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory
50 checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may
51 be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.
3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
 - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.
 - b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women

1 business assistance offices; and other organizations as allowed on a case-by-case
2 basis to provide assistance in the recruitment and placement of DBEs.

- 3
4 8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor
5 quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE
6 for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

7
8 **Administrative Reconsideration of GFE Documentation**

9 A Bidder has the right to request reconsideration if the GFE documentation submitted with their
10 Bid was determined to be inadequate.

- 11
12 • The Bidder must request within 48 hours of notification of being nonresponsive or
13 forfeit the right to reconsideration.
14
15 • The reconsideration decision on the adequacy of the Bidder’s GFE documentation
16 shall be made by an official who did not take part in the original determination.
17
18 • Only original GFE documentation submitted as a supplement to the Bid shall be
19 considered. The Bidder shall not introduce new documentation at the reconsideration
20 hearing.
21
22 • The Bidder shall have the opportunity to meet in person with the official for the purpose
23 of setting forth the Bidder’s position as to why the GFE documentation demonstrates
24 a sufficient effort.
25
26 • The reconsideration official shall provide the Bidder with a written decision on
27 reconsideration within five working days of the hearing explaining the basis for their
28 finding.
29

30 **DBE Bid Item Breakdown**

31 The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054) as specified
32 in the Special Provisions for Section 1-02.9, Delivery of Proposal.

33
34 **DBE Trucking Credit Form**

35 The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in
36 the Special Provisions for Section 1-02.9, Delivery of Proposal.

37
38 **Note:** The DBE Trucking Credit Form is only required for a DBE Firm listed on the DBE
39 Utilization Certification as a subcontractor for “Trucking” or “Hauling” and are
40 performing a part of a bid item. For example, if the item of Work is Structure
41 Excavation including Haul, and another firm is doing the excavation and the DBE
42 Trucking firm is doing the haul, the form is required. For a DBE subcontractor that
43 is responsible for an entire item of work that may require some use of trucks, the
44 form is not required.
45

1 **Procedures between Award and Execution**

2 After Award and prior to Execution, the Contractor shall provide the additional information
3 described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or
4 deposit.

- 5
- 6 1. A list of all firms who submitted a bid or quote in attempt to participate in this project
7 whether they were successful or not. Include the business name and mailing address.

8

9 Note: The firms identified by the Contractor may be contacted by the Contracting Agency
10 to solicit general information as follows: age of the firm and average of its gross
11 annual receipts over the past three years.

12

13 **Procedures after Execution**

14 **Commercially Useful Function (CUF)**

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

30

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

34

35 In order for a DBE traffic control company to be considered to be performing a CUF, the
36 DBE must be in control of its work inclusive of supervision. The DBE shall employ a Traffic
37 Control Supervisor who is directly involved in the management and supervision of the traffic
38 control employees and services.

39

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

- 42
- 43 • The DBE shall be responsible for the management and supervision of the entire
44 trucking operation for which it is responsible on the contract. The owner
45 demonstrates business related knowledge, shows up on site and is determined to
46 be actively running the business.
 - 47
 - 48 • The DBE itself shall own and operate at least one fully licensed, insured, and
49 operational truck used on the Contract. The drivers of the trucks owned and
50 leased by the DBE must be exclusively employed by the DBE and reflected on
51 the DBE's payroll.
- 52

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

UDBE/DBE/FSBE Truck Unit Listing Log

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

Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit Listing Log for each day that the DBE performs trucking services for DBE credit. The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to the Engineer by Friday of the week after the work was performed.

Joint Checking

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

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

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

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

Prompt Payment

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

1 **Subcontracts**

2 Prior to a DBE performing Work on the Contract, an executed subcontract between the
3 DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts
4 shall be submitted by email to the following email address

5
6 *** Robin.Saline@lewiscountywa.gov ***
7 ***SWREGIONOEO@WSDOT.WA.GOV***

8
9 The prime contractor shall notify the Engineer in writing within five calendar days of
10 subcontract submittal.

11
12 **Reporting**

13 The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to
14 perform work on the project, shall maintain appropriate records that will enable the Engineer
15 to verify DBE participation throughout the life of the project.

16
17 Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

18
19 **Changes in COA Work Committed to DBE**

20 The Contractor shall utilize the COA DBEs to perform the work and supply the materials for
21 which each is committed unless prior written approval by the Engineer is received by the
22 Contractor. The Contractor shall not be entitled to any payment for work or material completed
23 by the Contractor or subcontractors that was committed to be completed by the COA DBEs in
24 the DBE Utilization Certification form.

25
26 **Owner Initiated Changes**

27 In instances where the Engineer makes changes that result in changes to Work that was
28 committed to a COA DBE the Contractor may be directed to substitute for the Work.

29
30 **Contractor Initiated Changes**

31 The Contractor cannot change the scope or reduce the amount of work committed to a
32 COA DBE without good cause. Reducing DBE Commitment is viewed as partial DBE
33 termination, and therefore subject to the termination procedures below.

34
35 **Original Quantity Underruns**

36 In the event that Work committed to a DBE firm as part of the COA underruns the original
37 planned quantities the Contractor may be required to substitute other remaining Work to
38 another DBE.

39
40 **Contractor Proposed DBE Substitutions**

41 Requests to substitute a COA DBE must be for good cause (see DBE termination process
42 below), and requires prior written approval of the Engineer. After receiving a termination
43 with good cause approval, the Contractor may only replace a DBE with another certified
44 DBE. When any changes between Contract Award and Execution result in a substitution
45 of COA DBE, the substitute DBE shall have been certified prior to the bid opening on the
46 Contract.

47
48 **DBE Termination**

49 Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in
50 part for good cause and with prior written approval of the Engineer. If the Contractor
51 terminates a COA DBE without the prior written approval of the Engineer, the Contractor
52 shall not be entitled to payment for work or material committed to, but not

1 performed/supplied by the COA DBE. In addition, sanctions may apply as described
2 elsewhere in this specification.

3
4 Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in
5 writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE
6 Work and the reasons for doing so. The DBE shall have five (5) days to respond to the
7 Contractor's notice. The DBE's response shall either support the termination or advise the
8 Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

9
10 If the request for termination is approved, the Contractor is required to substitute with
11 another DBE to perform at least the same amount of work as the DBE that was terminated
12 (or provide documentation of GFE). A plan to replace the COA DBE Commitment amount
13 shall be submitted to the Engineer within 2 days of the approval of termination. The plan to
14 replace the Commitment shall provide the same detail as that required in the DBE
15 Utilization Certification.

16
17 The Contractor must have good cause to terminate a COA DBE.

18
19 Good cause typically includes situations where the DBE Subcontractor is unable or
20 unwilling to perform the work of its subcontract. Good cause may exist if:

- 21 • The DBE fails or refuses to execute a written contract.
- 22
- 23 • The DBE fails or refuses to perform the Work of its subcontract in a way consistent
24 with normal industry standards.
- 25
- 26 • The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory
27 bond requirements.
- 28
- 29 • The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- 30
- 31 • The DBE is ineligible to work on public works projects because of suspension and
32 debarment proceedings pursuant to federal law or applicable State law.
- 33
- 34 • The DBE is ineligible to receive DBE credit for the type of work involved.
- 35
- 36 • The DBE voluntarily withdraws from the project and provides written notice of its
37 withdrawal.
- 38
- 39 • The DBE's work is deemed unsatisfactory by the Engineer and not in compliance
40 with the Contract.
- 41
- 42 • The DBE's owner dies or becomes disabled with the result that the DBE is unable
43 to complete its Work on the Contract.
- 44

45
46 Good cause does not exist if:

- 47
- 48 • The Contractor seeks to terminate a COA DBE so that the Contractor can self-
49 perform the Work.
- 50
- 51 • The Contractor seeks to terminate a COA DBE so the Contractor can substitute
52 another DBE contractor or non-DBE contractor after Contract Award.

- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Decertification

When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

Consequences of Non-Compliance

Breach of Contract

Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

Notice

If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified mail by the Engineer that sanctions will be imposed for failure to meet the DBE COA Commitment and/or submit documentation of good faith efforts. The notice will state the specific sanctions to be imposed which may include impacting a Contractor or other entity's ability to participate in future contracts.

Sanctions

If it is determined that the Contractor's failure to meet all or part of the DBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation, the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07.11(5).

Payment

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

1
2 **1-07.12 Federal Agency Inspection**

3 Section 1-07.12 is supplemented with the following:
4

5 *(July 25, 2022)*

6 **Required Federal Aid Provisions**

7 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised July
8 5, 2022 and the amendments thereto supersede any conflicting provisions of the Standard
9 Specifications and are made a part of this Contract; provided, however, that if any of the provisions
10 of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington
11 State Law shall prevail.
12

13 The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor
14 insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates
15 which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract
16 requiring the subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier
17 subcontracts, together with the wage rates. The Contractor shall also ensure that this section,
18 **REQUIRED FEDERAL AID PROVISIONS**, is inserted in each subcontract for subcontractors and
19 lower tier subcontractors. For this purpose, upon request to the Engineer, the Contractor will be
20 provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates,
21 and this Special Provision.
22

23 **1-07.17 Utilities And Similar Facilities**

24 *(April 2, 2007)*

25 Section 1-07.17 is supplemented with the following:
26

27 Locations and dimensions shown in the Plan for existing facilities are in accordance with available
28 information obtained without uncovering, measuring, or other verification.
29

30 The following addresses and telephone numbers of utility companies known or suspected of having
31 facilities within the project limits are supplied for the Contractor's convenience:
32

33 Lewis County P.U.D. No. 1
34 321 NW Pacific Avenue
35 Chehalis, WA 98532
36 Telephone (360) 748-9261

37 Comcast
38 440 Yauger Way SW
39 Olympia, WA. 98570
40 Telephone (360) 357-1230
41

42 Puget Sound Energy
43 2711 Pacific Ave. SE
44 Olympia, WA. 98501
45 Telephone (425) 392-6412
46

47 TDS Telecom
48 PO Box 218
49 La Center, WA. 98629
50 Telephone (877) 407-6235
51
52

LUMEN
Dioni Cariaga
Network Implementation Engineer II
411 S Kaiser Rd, Olympia, WA 98502
tel: 206-733-5261 / cell: 360-250-2596
dioni.cariaga@lumen.com

Sprint
Steven Schauer
2210 S. 35th ST.
Tacoma, WA 98409
Telephone (360) 402-4159

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

6 **1-07.18 Public Liability and Property Damage Insurance**

7
8
9 Delete this section in its entirety, and replace it with the following:

10 **1-07.18 Insurance**

11 *(December 30, 2022 APWA GSP)*

12 **1-07.18(1) General Requirements**

- 13
14
15 A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-
16 07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-:
17 VII and licensed to do business in the State of Washington. The Contracting Agency reserves the
18 right to approve or reject the insurance provided, based on the insurer's financial condition.
- 19
20 B. The Contractor shall keep this insurance in force without interruption from the commencement of the
21 Contractor's Work through the term of the Contract and for thirty (30) days after the Physical
22 Completion date, unless otherwise indicated below.
- 23
24 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent
25 renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage
26 is claims made and state the retroactive date. Claims-made form coverage shall be maintained by
27 the Contractor for a minimum of 36 months following the Completion Date or earlier termination of
28 this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal.
29 If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the
30 Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee
31 acceptable to the Contracting Agency to assure financial responsibility for liability for services
32 performed.
- 33
34 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
35 Liability insurance policies shall be primary and non-contributory insurance as respects the
36 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-
37 insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of
38 the Contractor's insurance and shall not contribute with it.
- 39
40 E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice
41 of any policy cancellation, within two business days of their receipt of such notice.
- 42
43 F. The Contractor shall not begin work under the Contract until the required insurance has been obtained
44 and approved by the Contracting Agency
- 45
46 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material
47 breach of contract, upon which the Contracting Agency may, after giving five business days' notice
48 to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion,
49 procure or renew such insurance and pay any and all premiums in connection therewith, with any
50 sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the
51 Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

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

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

- 8 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
9

10 The above-listed entities shall be additional insured(s) for the full available limits of liability maintained
11 by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than
12 those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the
13 Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.
14

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

18
19 **1-07.18(3) Subcontractors**

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

24 The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as
25 additional insureds, and provide proof of such on the policies as required by that section as detailed in
26 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and
27 CG 20 37 10 01 for completed operations.
28

29
30 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
31 evidence of insurance and copies of the additional insured endorsements of each subcontractor of
32 every tier as required in 1-07.18(4) Verification of Coverage.

33
34 **1-07.18(4) Verification of Coverage**

35 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements
36 for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the
37 signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage
38 with these insurance requirements or failure of Contracting Agency to identify a deficiency from the
39 insurance documentation provided shall not be construed as a waiver of Contractor's obligation to
40 maintain such insurance.
41

42 Verification of coverage shall include:

- 43 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
44 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as
45 additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket
46 additional insured clause from its policies instead of a separate endorsement.
47 3. Any other amendatory endorsements to show the coverage required herein.
48 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
49 requirements – actual endorsements must be submitted.
50

1 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full
2 and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full
3 and certified copy of that policy is required when the Contractor delivers the signed Contract for the
4 work.
5

6 **1-07.18(5) Coverages and Limits**

7 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
8 maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to
9 limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the
10 Contracting Agency's recourse to any remedy available at law or in equity.
11

12 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
13 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
14 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability
15 subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention
16 shall be the responsibility of the Contractor.
17

18 **1-07.18(5)A Commercial General Liability**

19 Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO
20 occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop
21 gap liability, independent contractors, products-completed operations, personal and advertising injury,
22 and liability assumed under an insured contract. There shall be no exclusion for liability arising from
23 explosion, collapse or underground property damage.
24

25 The Commercial General Liability insurance shall be endorsed to provide a per project general
26 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
27

28 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
29 completed operations for at least three years following Substantial Completion of the Work.
30

31 Such policy must provide the following minimum limits:

32	\$1,000,000	Each Occurrence
33	\$2,000,000	General Aggregate
34	\$2,000,000	Products & Completed Operations Aggregate
35	\$1,000,000	Personal & Advertising Injury each offence
36	\$1,000,000	Stop Gap / Employers' Liability each accident

37 **1-07.18(5)B Automobile Liability**

38 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on
39 a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of
40 pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.
41
42

43 Such policy must provide the following minimum limit:

44	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

45 **1-07.18(5)C Workers' Compensation**

46 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial
47 Insurance laws of the State of Washington.
48
49

50 **1-08, PROSECUTION AND PROGRESS**

1
2 **1-08.0 Preliminary Matters**
3 (May 25, 2006 APWA GSP)
4

5 Add the following new section:

6
7 **1-08.0(1) Preconstruction Conference**
8 (October 10, 2008 APWA GSP)
9

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

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

21
22 The Contractor shall prepare and submit at the preconstruction conference the following:

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

26
27 Add the following new section:
28

29 **1-08.0(2) Hours of Work**
30 (December 8, 2014 APWA GSP)
31

32 Except in the case of emergency or unless otherwise approved by the Engineer, the normal working
33 hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m.
34 Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the
35 normal working hours stated above, the request must be submitted in writing prior to the
36 preconstruction conference, subject to the provisions below. The working hours for the Contract
37 shall be established at or prior to the preconstruction conference.
38

39 All working hours and days are also subject to local permit and ordinance conditions (such as noise
40 ordinances).
41

42 If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a
43 written request to the Engineer for consideration. This request shall state what hours are being
44 requested, and why. Requests shall be submitted for review no later than 3 working days prior to the
45 day(s) the Contractor is requesting to change the hours.
46

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

- 49 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency
50 for the costs in excess of straight-time costs for Contracting Agency representatives who

1 worked during such times. (The Engineer may require designated representatives to be
2 present during the work. Representatives who may be deemed necessary by the Engineer
3 include, but are not limited to: survey crews; personnel from the Contracting Agency's
4 material testing lab; inspectors; and other Contracting Agency employees or third party
5 consultants when, in the opinion of the Engineer, such work necessitates their presence.)

- 6 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with
7 regard to the contract time.
- 8 3. Considering multiple work shifts as multiple working days with respect to contract time even
9 though the multiple shifts occur in a single 24-hour period.
- 10 4. If a 4-10 work schedule is requested and approved the non working day for the week will be
11 charged as a working day.
- 12 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded
13 properly on certified payroll

14 **1-08.1 Subcontracting**

15 *(December 30, 2022 APWA GSP, Option A)*

16
17 Section 1-08.1 is supplemented with the following:

18
19
20 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to
21 the Engineer a certification (WSDOT Form 420-004) that a written agreement between the
22 Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor
23 has been executed. This certification shall also guarantee that these subcontract agreements
24 include all the documents required by the Special Provision Federal Agency Inspection.

25
26 A subcontractor or lower tier subcontractor will not be permitted to perform any work under the
27 contract until the following documents have been completed and submitted to the Engineer:

- 28
29 1. Request to Sublet Work (WSDOT Form 421-012), and
- 30
31 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects
32 (WSDOT Form 420-004).

33
34 The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form
35 272-065) within 15 calendar days after receipt of every monthly progress payment until every
36 subcontractor and lower tier subcontractor's retainage has been released.

37
38 The Contractor's records pertaining to the requirements of this Special Provision shall be open to
39 inspection or audit by representatives of the Contracting Agency during the life of the contract and
40 for a period of not less than three years after the date of acceptance of the contract. The Contractor
41 shall retain these records for that period. The Contractor shall also guarantee that these records of
42 all subcontractors and lower tier subcontractors shall be available and open to similar inspection or
43 audit for the same time period.

44 **1-08.3 Progress Schedule**

45 **1-08.3(2)A Type A Progress Schedule**

46 *(December 30, 2022 APWA GSP)*

1
2 Revise this section to read:

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

10 11 **1-08.4 Prosecution of Work**

12
13 Delete this section and replace it with the following:

14 15 **1-08.4 Notice to Proceed and Prosecution of Work** 16 *(July 23, 2015 APWA GSP)*

17
18 Notice to Proceed will be given after the contract has been executed and the contract bond and evidence
19 of insurance have been approved and filed by the Contracting Agency. The Contractor shall not
20 commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor
21 shall commence construction activities on the project site within ten days of the Notice to Proceed Date,
22 unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical
23 completion date within the time specified in the contract. Voluntary shutdown or slowing of operations
24 by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the
25 time(s) specified in the contract.

26
27 When shown in the Plans, the first order of work shall be the installation of high visibility fencing to
28 delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility
29 fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control
30 devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the
31 Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency
32 has accepted the installation of high visibility fencing, as described in the Contract.

33 34 **1-08.5 Time for Completion** 35 *(December 30, 2022 APWA GSP, Option B)*

36
37 Revise the third and fourth paragraphs to read:

38
39 Contract time shall begin on the first working day following the \$14th calendar day after the
40 Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract
41 time shall begin on the first working day when onsite work begins.

42
43 Each working day shall be charged to the contract as it occurs, until the contract work is physically
44 complete. If substantial completion has been granted and all the authorized working days have
45 been used, charging of working days will cease. Each week the Engineer will provide the Contractor
46 a statement that shows the number of working days: (1) charged to the contract the week before;
47 (2) specified for the physical completion of the contract; and (3) remaining for the physical
48 completion of the contract. The statement will also show the nonworking days and all partial or
49 whole days the Engineer declares as unworkable. The statement will be identified as a Written
50 Determination by the Engineer. If the Contractor does not agree with the Written Determination of
51 working days, the Contractor shall pursue the protest procedures in accordance with Section 1-
52 04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as

1 having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and
2 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would
3 ordinarily be charged as a working day, then the fifth day of that week will be charged as a working
4 day whether or not the Contractor works on that day.

5
6 Revise the sixth paragraph to read:

7
8 The Engineer will give the Contractor written notice of the completion date of the contract after all
9 the Contractor's obligations under the contract have been performed by the Contractor. The
10 following events must occur before the Completion Date can be established:

- 11 1. The physical work on the project must be complete; and
- 12 2. The Contractor must furnish all documentation required by the contract and required by law, to
13 allow the Contracting Agency to process final acceptance of the contract. The following
14 documents must be received by the Project Engineer prior to establishing a completion date:
 - 15 a. Certified Payrolls (per Section 1-07.9(5)).
 - 16 b. Material Acceptance Certification Documents
 - 17 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract
18 Provisions.
 - 19 d. Final Contract Voucher Certification
 - 20 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all
21 subcontractors
 - 22 f. A copy of the Notice of Termination sent to the Washington State Department of Ecology
23 (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of
24 Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This
25 requirement will not apply if the Construction Stormwater General Permit is transferred back
26 to the Contracting Agency in accordance with Section 8-01.3(16).
 - 27 g. Property owner releases per Section 1-07.24

28
29 Section 1-08.5 is supplemented with the following:

30
31 (March 13, 1995)

32 This project shall be physically completed within *** 40 *** working days.

33
34 **1-08.9 Liquidated Damages**

35 *(March 3, 2021 APWA GSP, Option A)*

36
37 Replace Section 1-08.9 with the following:

38
39 Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic,
40 interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers
41 undue sums of money, adding time needed for administration, engineering, inspection, and
42 supervision.

43
44 Accordingly, the Contractor agrees:

- 45
46 1. To pay liquidated damages in the amount of *** \$1,000.00 *** for each working day beyond
47 the number of working days established for Physical Completion, and
48

- 1 2. To authorize the Engineer to deduct these liquidated damages from any money due or
2 coming due to the Contractor.
3

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

13
14 Liquidated damages will not be assessed for any days for which an extension of time is granted. No
15 deduction or payment of liquidated damages will, in any degree, release the Contractor from further
16 obligations and liabilities to complete the entire Contract.
17

18 **1-09, MEASUREMENT AND PAYMENT**

19 **1-09.9 Payments**

20 *(December 30, 2022 APWA GSP)*
21

22
23 Section 1-09.9 is revised to read:
24

25 The basis of payment will be the actual quantities of Work performed according to the Contract and
26 as specified for payment.
27

28 The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction
29 Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A
30 breakdown is not required for lump sum items that include a basis for incremental payments as part
31 of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a
32 determination based on information available. The Project Engineer's determination of the cost of
33 work shall be final.
34

35 Progress payments for completed work and material on hand will be based upon progress
36 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
37 preconstruction conference.
38

39 The initial progress estimate will be made not later than 30 days after the Contractor commences
40 the work, and successive progress estimates will be made every month thereafter until the
41 Completion Date. Progress estimates made during progress of the work are tentative, and made
42 only for the purpose of determining progress payments. The progress estimates are subject to
43 change at any time prior to the calculation of the final payment.
44

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

- 46 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
47 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.

Failure to perform obligations under the Contract by the Contractor may be deemed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor’s certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

1 Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be
2 subject to controlling laws.

3
4 **1-09.9(1) Retainage**

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

6
7 *(June 27, 2011)*
8 **Vacant**

9
10 **1-09.11 Disputes and Claims**

11
12 **1-09.11(3) Time Limitation and Jurisdiction**
13 *(December 30, 2022 APWA GSP)*

14
15 Revise this section to read:

16
17 For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims
18 or causes of action which the Contractor has against the Contracting Agency arising from the
19 Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-
20 05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or
21 causes of action shall be brought only in the Superior Court of the county where the Contracting
22 Agency headquarters is located, provided that where an action is asserted against a county, RCW
23 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the
24 Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such
25 claims or causes of action. It is further mutually agreed by the parties that when claims or causes of
26 action which the Contractor asserts against the Contracting Agency arising from the Contract are
27 filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting
28 Agency to have timely access to all records deemed necessary by the Contracting Agency to assist
29 in evaluating the claims or action.

30
31 **1-09.13 Claims Resolution**

32
33 **1-09.13(3)A Arbitration General**
34 *(January 19, 2022 APWA GSP)*

35
36 Revise the third paragraph to read:

37
38 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
39 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior
40 Court of the county in which the Contracting Agency's headquarters is located, provided that where
41 claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and
42 jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the
43 decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

44
45 **1-09.13(4) Venue for Litigation**
46 *(December 30, 2022 APWA GSP)*

47
48 Revise this section to read:

49
50 Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's
51 headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050
52 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that

1 when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to
2 all records deemed necessary by the Contracting Agency to assist in evaluating the claims or
3 action.
4

5 **1-10, TEMPORARY TRAFFIC CONTROL**

6 **1-10.2 Traffic Control Management**

7 Section 1-10.2 is supplemented with the following:
8

9
10 **(November 2, 2022)**

11 **Work Zone Safety Contingency**

12 Enhancements to improve the effectiveness of the accepted traffic control plans to increase the
13 safety of the work zones shall be discussed on a weekly basis between the Contractor and the
14 Contracting Agency. Enhancements shall be mutually agreed upon by the Contractor and Engineer
15 prior to performing any Work to implement the enhancement.
16

17 Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to the
18 allowed work hour restrictions, or changes to the staging plans in the Contract (if applicable). If
19 allowed by the Engineer, these items will be addressed in accordance with Section 1-04.4.
20

21 The Contractor shall be solely responsible for submitting any traffic control plan revision to implement
22 the enhancement in accordance with Section 1-10.2(2).
23

24 **1-10.2(1) General**

25 Section 1-10.2(1) is supplemented with the following:
26

27 **(October 3, 2022)**

28 The Traffic Control Supervisor shall be certified by one of the following:
29

30 The Northwest Laborers-Employers Training Trust
31 27055 Ohio Ave.
32 Kingston, WA 98346
33 (360) 297-3035
34 <https://www.nwlett.edu>
35

36 Evergreen Safety Council
37 12545 135th Ave. NE
38 Kirkland, WA 98034-8709
39 1-800-521-0778
40 <https://www.esc.org>
41

42 The American Traffic Safety Services Association
43 15 Riverside Parkway, Suite 100
44 Fredericksburg, Virginia 22406-1022
45 Training Dept. Toll Free (877) 642-4637
46 Phone: (540) 368-1701
47 <https://atssa.com/training>
48

49 Integrity Safety
50 13912 NE 20th Ave.
51 Vancouver, WA 98686

1 (360) 574-6071
2 <https://www.integritysafety.com>

3
4 US Safety Alliance
5 (904) 705-5660
6 <https://www.ussafetyalliance.com>

7
8 K&D Services Inc.
9 2719 Rockefeller Ave.
10 Everett, WA 98201
11 (800) 343-4049
12 <https://www.kndservices.net>

13 **1-10.4 Measurement**

14 Section 1-10.4 is supplemented with the following:

15
16 (November 2, 2022)

17 The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the
18 additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),
19 Section 1-10.4(3), and Section 1-10.5(3) shall apply.

20
21 "Work Zone Safety Contingency", by force account.

22
23 *** \$\$1\$\$ ***

24 **1-10.5 Payment**

25 **1-10.5(2) Item Bids With Lump Sum for Incidentals**

26 Section 1-10.5(2) is supplemented with the following:

27
28 (November 2, 2022)

29 "Work Zone Safety Contingency", by force account.

30
31 All costs as authorized by the Engineer will be paid for by force account as specified in Section
32 1-09.6.

33
34 For purpose of providing a common proposal for all bidders, the Contracting Agency has entered
35 an amount for the item "Work Zone Safety Contingency" in the Proposal to become a part of the
36 Contractor's total bid.

37
38 The Engineer may choose to use existing bid items for the implementation of the agreed upon
39 enhancement.

40 **DIVISION 2**

41 **EARTHWORK**

42 **2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

1 **2-01.1 Description**

2 (March 13, 1995)

3
4 Section 2-01.1 is supplemented with the following:

5
6 (*****)

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

8
9 *** The limits staked in the field by the Engineer prior to first working day and/or as shown on the
10 Contract Plans. The Contractor will be required to limit all construction operations to within the area
11 staked to be cleared, no grubbing will be allowed. No equipment will be allowed past the clearing
12 limits unless directed by the Engineer. ***

13
14 **2-01.3 Construction Requirements**

15 (*****)

16 Section 2-01.3(1) is replaced with:

17 The Contractor shall:

- 18 1. Fell trees only within the area to be cleared.
- 19 2. Close-cut flush and parallel to the slope of the ground all stumps to be left in the cleared area.
- 20 21 2. Close-cut flush and parallel to the slope of the ground all stumps to be left in the cleared area.
- 22 23 3. Leave standing any trees or native growth indicated by the Engineer.
- 24 25 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 26 26 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 27 27 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 28 28 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 29 29 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 30 30 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 31 31 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 32 32 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 33 33 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 34 34 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 35 35 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 36 36 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 37 37 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 38 38 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 39 39 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 40 40 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 41 41 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 42 42 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 43 43 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 44 44 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 45 45 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 46 46 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 47 47 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 48 48 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs
- 49 49 4. Trim all trees to be left standing to the height specified by the Engineer, neatly cutting all limbs

36 **2-01.4 Measurement**

37 (*****)

38 Section 2-01.4 Measurement is supplemented with:

39
40 There is no measurement for “Clearing” as it is measured as lump sum.

41
42 **2-01.5 Payment**

43 (*****)

44 Section 2-01.5 Payment is supplement with:

45
46 “Clearing”, Lump Sum

48 **DIVISION 4**

49 **BASES**

1
2 **4-04, BALLAST AND CRUSHED SURFACING**

3
4 **4-04.3 Construction Requirements**
5 (LCPW GSP)

6
7 **4-04.3(5) Shaping and Compacting**

8 Section 4-04.3(5) is deleted and replaced with the following:

9
10 (LCPW GSP)

11 Immediately following the placement of the crushed surfacing for the widened embankments and
12 shoulder widening as shown in the Contract Plans, Crushed Surfacing shall be mechanically
13 compacted to the satisfaction of the Engineer. Water shall be used to achieve the desired
14 compaction. The completed course and shall have a smooth, tight, uniform surface true to line,
15 grade, and cross-section as shown in the plans, or as staked in the field by the Engineer.

16
17 **4-04.3(7) Miscellaneous Requirements**

18 Section 4-04.3(7) is supplemented with the following:

19
20 (LCPW GSP)

21 After the guardrail has been installed the Contractor will be required to place Crushed Surfacing
22 Base Course adjacent to and under the guardrail run. This material will be hand raked and
23 compacted to the satisfaction of the Engineer.

24
25 **4-04.3(9) Hauling**

26 Section 4-04.3(9) is supplemented with the following:

27
28 (LCPW GSP)

29 No payment will be made for hauling the Crushed Surfacing Base Course required on this project.
30 The cost of hauling the surfacing material shall be included in the unit contract prices for the Item
31 involved.

32
33 **4-04.5 Payment**

34 Section 4-04.5 is supplemented with the following:

35
36 (LCPW GSP)

37 All costs involved in building and compaction of widened embankments required for flared guardrail
38 terminals, building widened shoulders and placing the Crushed Surfacing adjacent to and under the
39 guardrail runs as shown in the Contract Plans, will be included in the contract price per ton for “Crushed
40 Surfacing Base Course”. Water for compaction shall be considered incidental to this bid item.
41

42 **DIVISION 8**

43 **MISCELLANEOUS CONSTRUCTION**

44
45 **8-11, GUARDRAIL**

46
47 **8-11.1 Description**

48 Section 8-11.1 is supplemented with the following:

2021 County Safety Program
F.A. Project No. HSIP-000S(610)
CRP 2196

1
2 (*****)

3 **Underground Utility Verification Pothole**

4 This work shall consist of verification of location and depth of underground utilities by means of non-
5 destructive excavation at all locations required by the respective utility representatives for which
6 such utility elects not to provide such verification to the contractor using other measures. The
7 contractor is hereby notified that such work may be required during the normal course of
8 construction on sections where installation of new guardrail appears to be in conflict (within 2 feet)
9 with an existing utility and whereby it is deemed to be more cost effective than to require the
10 relocation of the utility and the utility cannot provide the service in a timely manner by any other
11 means. The Contracting Agency has included the bid item "Underground Utility Verification
12 Pothole" in the proposal in order to provide for the payment of such work when required of the
13 contractor. Additional working days have been added to the contract to provide adequate time for
14 the work and accompanying lower rate of production in the installation of the guardrail components
15 for the impacted sections as identified during design.

16
17 The Contractor is hereby notified that additional working days have been included in the contract
18 time to allow for the completion of utility relocation work that may be required as part of this project.
19 **The Contractor shall provide each Utility Company affected by this project with positive**
20 **written notice** at such time as the Contractor deems that the work on any section of guardrail
21 cannot proceed until certain utility appurtenances have been relocated. The Contractor shall
22 cooperate with all Utilities and/or their contractors and so conduct operations that the necessary
23 relocation and construction of its facilities and removal of existing facilities can be accomplished
24 with a minimum of interruption of service to its customers.

25
26 The operation of the Utilities and/or their contractors in the relocation and construction of its facilities
27 and removal of existing facilities shall not be reason for a claim by the Contractor.

28
29 **8-11.3 Construction Requirements**

30
31 (*****)

32 **Guardrail Reflector**

33
34 The Contractor shall install guardrail reflectors. The guardrail rail reflector shall be "butterfly" type
35 with bolt hole (Slot installations are not equivalent). Guardrail reflectors shall be securely mounted
36 within the guardrail beam under the head of the bolt that fastens the beam guardrail to the
37 post. The reflector shall be galvanized steel with reflective sheeting. The reflective sheeting shall
38 be Type III, IV, V, or VII conforming to Section 9-28.12. The color of reflective sheeting shall be
39 white on both sides. Guardrail reflectors shall have a minimum of 8 square inches of reflective
40 sheeting on each side. The placement for Curves shall be every post and on Tangents the
41 spacing shall be every fourth post or 25 feet.

42
43 (*****)

44 **Underground Utility Verification Pothole**

45 This work shall consist of excavation, haul and disposal of the existing roadbed and shoulder
46 material at all locations proposed for guardrail posts that are in direct conflict with an underground
47 utility as marked in the field and identified during the contractor's post layout process. The roadbed
48 material will be excavated to the extent necessary to reveal the utility for verification of horizontal
49 location and depth prior to the installation of the posts in these areas. The excavation shall be
50 accomplished by the use of a vactor truck or similar non-destructive equipment, pre-approved by
51 the Engineer, that will not have the potential to damage the utility during excavation of the holes.

1 The areas to be excavated will be as determined by the collaboration of the contractor, the utility
2 owner and the Engineer. The Contracting Agency assumes no risk for the excavation and exposure
3 of any utility by the contractor and assumes no liability as a result of any damages incurred to any
4 utility resulting from the contractor's operations.

5
6 This Item as contained in the Bid Proposal shall not be subject to the provisions of Section 1-04.4 or
7 1-04.6 of the Specifications and will only be used as may be necessary for the work to proceed in a
8 safe and timely manner.

9
10 **8-11.4 Measurement**

11 Section 8-11.4 is supplemented with the following:

12
13 (*****)

14 Measurement of "Guardrail Reflector" will be per each.

15
16 Measurement of the "Underground Utility Verification Pothole" will be per each hole excavated to the full
17 width and depth necessary to reveal the underground utility and safely install the guardrail post.

18
19 **8-11.5 Payment**

20 Section 8-11.5 is supplemented with the following:

21
22 (*****)

23 "Guardrail Reflector", per each

24 The unit Contract price per each for "Guardrail Reflector" shall be full payment for all cost to obtain and
25 provide material and perform the work as described in Section 8-11.3.

26
27 "Underground Utility Verification Pothole" per each.

28 The unit contract price per each for "Underground Utility Verification Pothole" shall include all equipment,
29 labor, materials and incidentals necessary to excavate the utility potholes to the full width and depth to
30 fully expose the utility and allow for safe installation of the guardrail post and shall include the haul,
31 disposal of all excavated material, backfilling pothole and associated roadway cleanup.

32
33 **POWER EQUIPMENT**

34 (*****)

35
36 The successful bidder will be required to furnish the County a list of all equipment that they anticipate
37 utilizing on this project.

38
39 The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder
40 will be required to complete and return with the contract documents. This information will enable hourly
41 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction
42 Equipment". No payment for any force account work will be allowed until this form has been returned
43 and accepted by the County.

44
45 **E-VERIFY**

46 (*****)

47
48 "Effective June 21st, 2010, all contracts with a value of \geq \$100,000 shall require that the awarded
49 contractor register with the Department of Homeland Security E-Verify program. Contractors shall have
50 sixty days after the execution of the contract to register and enter into a Memorandum of Understanding
51 (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU
52 the contractor shall have an additional sixty days to provide a written record on the authorized

1 employment status of their employees and those of any sub-contractor(s) currently assigned to the
2 contract. Employees hired during the execution of the contract and after submission of the initial
3 verification will be verified to the county within 30 days of hire, as reported from the E-Verify program.
4 The contractor will continue to update the County on all corrective actions required and changes made
5 during the performance of the contract.”

6 **BOND**

7 **(*****)**

8
9
10 The Bidder's special attention is directed to the attached bond form, which the successful bidder will be
11 required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.** The
12 bond shall be for the full amount of the contract.

13 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

14 **(*****)**

15
16
17 On or before the 5th day of each calendar month during the term of this contract, the Contracting
18 Agency shall prepare monthly Progress Payments for work completed and material furnished. If the
19 Contractor agrees, the Contractor will approve the Progress Payment and return the estimate to the
20 Contracting Agency by the 15th day of that same calendar month. The Contracting Agency shall
21 prepare a voucher based upon the approved Progress Payment and payment based thereon shall be
22 due the Contractor near the 10th day of the next calendar month. Material Supply contracts involving
23 delivery of prefabricated material or stockpile material only (no physical work on Contracting Agency
24 property) may be reimbursed via Contractor generated invoices upon written approval by the Engineer.
25 Reimbursement by invoice shall not be subject to late charges listed on the Contractor's standard
26 invoice form.

27
28 When the Contractor reports the work is completed he/she shall then notify the Contracting Agency.
29 The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When the
30 Contracting Agency is satisfied the work has been completed in accordance with all plans and
31 specifications, the Contracting Agency shall then accept the work.

32
33 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final
34 Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final
35 payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance
36 of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these Special Provisions
37 have been satisfied.

38 **APPENDICES**

39 **(July 12, 1999)**

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

41
42
43
44 ******* APPENDIX A:**
45 Washington State Prevailing Wage Rates
46 Wage Rate Supplement
47 Wage Rate Benefit Code Key
48 Federal Wage Rates

49
50 **APPENDIX B:**
51 Federal Contract Provisions

1
2
3
4
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APPENDIX C:
Bid Proposal Documents

APPENDIX D:
Contract Documents

APPENDIX E:
Permit Documents

APPENDIX F:
Contract Plans
Traffic Control Plans*****

(January 9, 2023)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2022, is made a part of this contract.

The Standard Plans are revised as follows:

A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

B-90.40

Valve Detail – DELETED

C-8

DELETED

C-8A

DELETED

C-20.42

Plan View (Case 22A-31), callout, was; "BEAM GUARDRAIL ANCHOR TYPE 10 PAY LIMIT" is revised to read; "BEAM GUARDRAIL ANCHOR TYPE 11 PAY LIMIT"

C-23.60

DELETED

C-23.70

Sheet 1, Detail A, callout, was – "EIGHT 5/8" x 1/2" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5)" is revised to read: "EIGHT 5/8" x 1-1/2" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5)".

Sheet 2, ANCHOR RAIL ELEMENT DETAIL and associated Enlarged Detail, 3/4" Diameter hole pattern (8 holes), callout, "3/4" DIAMETER HOLE (TYP.)" is revised to read: "29/32" x 1 1/8" (IN) SLOT (TYP.)"

D-2.04

DELETED

D-2.06

DELETED

D-2.08

DELETED

D-2.32

DELETED

D-2.34

DELETED

D-2.60
DELETED

D-2.62
DELETED

D-2.64
DELETED

D-2.66
DELETED

D-2.68
DELETED

D-2.80
DELETED

D-2.88
DELETED

D-3.15
DELETED

D-3.16
DELETED

D-3.17
DELETED

D-3.10
Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11
Sheet 1, Typical Section, callout – ““B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)
Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in

accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

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

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

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

D-10.45

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

D-15.10

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

D-15.20

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

D-15.30

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

F-10.18

Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3'." - DELETED

J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"
Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ:

“SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6” (IN) (CHANNEL STEEL ADDS ABOUT 5” (IN))”

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.10

Elevation View, horizontal dimension to edge of sidewalk 10” (IN) OR LESS DESIRABLE ~ 18” (IN) MAXIMUM is revised to read: “10” (IN) MAXIMUM”

J-20.26

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

J-20.16

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

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ □” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ □” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 □” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 □” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 □” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 □” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 1)”

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

J-21.15

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

J-21.16

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

J-22.15

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

J-40.10

Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 □” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 □” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36

Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.”

J-75.41

DELETED

J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

K-80.20

DELETED

L-5.10

Sheet 2, Typical Elevation, callout - “2’ – 0” MIN. LAP SPLICE BETWEEN (mark) A #3 BAR AND WALL REINFORCEMENT ~ TYPICAL” is revised to read: “2’ – 0” MIN. LAP SPLICE BETWEEN (MARK) A #4 BAR AND WALL REINFORCEMENT ~ TYPICAL”

Section C, callout; “(mark) A #3” is revised to read: “(mark) A #4”, callout - “(mark) B #3” is revised to read: “(mark) B #4”, callout - “(mark) C #3 TIE” is revised to read: “(mark) C #4 TIE”

Reinforcing Steel Bending Diagram, (mark) B detail, callout – “128 deg.” is revised to read: “123 deg.”, callout – “51 deg.” is revised to read: “57 deg.”

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

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
A-10.20-00.....10/5/07	A-40.00-01.....7/6/22	A-50.40-01.....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07

B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-02.....3/15/22
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-02.....8/17/21	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-01.....3/15/22	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		

C-1.....9/8/22	C-22.40-09.....9/8/22	C-60.70-01.....9/8/22
C-1b.....9/8/22	C-22.45-06.....9/8/22	C-60.80-01.....9/8/22
C-1d.....10/31/03	C-23.70-00.....8/22/22	C-70.15-00.....8/17/21
C-2c.....8/12/19	C.24.10-03.....7/24/22	C-70.10-03.....8/20/21
C-4f.....8/12/19	C-24.15-00.....3/15/22	C-75.10-02.....9/16/20
C-6a.....9/8/22	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
C-7.....9/8/22	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
C-7a.....9/8/22	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
C-20.10-08.....9/8/22	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
C-20.14-05.....9/8/22	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
C-20.15-02.....6/11/14	C-60.10-02.....9/8/22	C-80.40-01.....6/11/14
C-20.18-04.....9/8/22	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
C-20.40-09.....9/8/22	C-60.20-01.....9/8/22	C-85.11-01.....9/16/20
C-20.41-04.....8/22/22	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
C-20.42-05.....7/14/15	C-60.40-00.....8/17/21	C-85-18-03.....9/8/22
C-20.43-00.....8/22/22	C-60.45-00.....8/17/21	
C-20.45.03.....9/8/22	C-60.50-00.....8/17/21	
C-22.16-07.....9/16/20	C-60.60-00.....8/17/21	

D-2.36-03.....6/11/14	D-4.....12/11/98	D-10.35-00.....7/8/08
D-2.46-02.....8/13/21	D-6.....6/19/98	D-10.40-01.....12/2/08
D-2.84-00.....11/10/05	D-10.10-01.....12/2/08	D-10.45-01.....12/2/08
D-2.92-01.....4/26/22	D-10.15-01.....12/2/08	
D-3.09-00.....5/17/12	D-10.20-01.....8/7/19	
D-3.10-01.....5/29/13	D-10.25-01.....8/7/19	
D-3.11-03.....6/11/14	D-10.30-00.....7/8/08	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-03.....3/28/22	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
G-10.10-00.....9/20/07	G-26.10-00.....7/31/19	
G-20.10-03.....8/20/21	G-30.10-04.....6/23/15	
G-22.10-04.....6/28/18	G-50.10-03.....6/28/18	
G-24.10-00.....11/8/07	G-90.10-03.....7/11/17	
G-24.20-01.....2/7/12	G-90.20-05.....7/11/17	
G-24.30-02.....6/28/18	G-90.30-04.....7/11/17	
G-24.40-07.....6/28/18	G-95.10-02.....6/28/18	
G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
G-25.10-05.....9/16/20		
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-02.....7/6/22
I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-05.50-00.....8/30/22	J-28.10-02.....8/7/19	J-50.25-00.....6/3/11
J-10.....7/18/97	J-28.22-00.....8/07/07	J-50.30-00.....6/3/11
J-10.10-04.....9/16/20	J-28.24-02.....9/16/20	J-60.05-01.....7/21/16
J-10.12-00.....9/16/20	J-28.26-01.....12/02/08	J-60.11-00.....5/20/13
J-10.14-00.....9/16/20	J-28.30-03.....6/11/14	J-60.12-00.....5/20/13
J-10.15-01.....6/11/14	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
J-10.16-02.....8/18/21	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
J-10.17-02.....8/18/21	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
J-10.18-02.....8/18/21	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
J-10.20-04.....8/18/21	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
J-10.21-02.....8/18/21	J-28.60-03.....8/27/21	J-75.50-00.....8/30/22
J-10.22-02.....8/18/21	J-28.70-04.....8/30/22	J-75.55-00.....8/30/22

J-10.25-00.....7/11/17	J-29.10-02.....8/26/22	J-80.05-00.....8/30/22
J-10.26-00.....8/30/22	J-29.15-01.....7/21/16	J-80.10-01.....8/18/21
J-12.15-00.....6/28/18	J-29.16-02.....7/21/16	J-80.12-00.....8/18/21
J-12.16-00.....6/28/18	J-30.10-01.....8/26/22	J-80.15-00.....6/28/18
J-15.10-01.....6/11/14	J-40.01-00.....8/30/22	J-81.10-02.....8/18/21
J-15.15-02.....7/10/15	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
J-20.01-00.....8/30/22	J-40.10-04.....4/28/16	J-84.05-00.....8/30/22
J-20.10-04.....7/31/19	J-40.20-03.....4/28/16	J-86.10-00.....6/28/18
J-20.11-03.....7/31/19	J-40.30-04.....4/28/16	J-90.10-03.....6/28/18
J-20.15-03.....6/30/14	J-40.35-01.....5/29/13	J-90.20-03.....6/28/18
J-20.16-02.....6/30/14	J-40.36-02.....7/21/17	J-90.21-02.....6/28/18
J-20.20-02.....5/20/13	J-40.37-02.....7/21/17	J-90.50-00.....6/28/18
J-20.26-01.....7/12/12	J-40.38-01.....5/20/13	
J-21.10-04.....6/30/14	J-40.39-00.....5/20/13	
J-21.15-01.....6/10/13	J-40.40-02.....7/31/19	
J-21.16-01.....6/10/13	J-45.36-00.....7/21/17	
J-21.17-01.....6/10/13	J-50.05-00.....7/21/17	
J-21.20-01.....6/10/13	J-50.10-01.....7/31/19	
J-22.15-02.....7/10/15	J-50.11-02.....7/31/19	
J-22.16-03.....7/10/15	J-50.12-02.....8/7/19	
J-26.10-03.....7/21/16	J-50.13-01.....8/30/22	
J-26.15-01.....5/17/12	J-50.15-01.....7/21/17	
J-26.20-01.....6/28/18	J-50.16-01.....3/22/13	
J-27.10-01.....7/21/16	J-50.18-00.....8/7/19	
J-27.15-00.....3/15/12	J-50.19-00.....8/7/19	
J-28.01-00.....8/30/22	J-50.20-00.....6/3/11	

K-70.20-01.....6/1/16	K-80.32-00.....8/17/21	K-80.35-01.....9/16/20
K-80.10-02.....9/25/20	K-80.34-00.....8/17/21	K-80.37-01.....9/16/20

L-5.10-00.....9/19/22	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12
L-5.15-00.....9/19/22	L-30.10-02.....6/11/14	L-70.10-01.....5/21/08
L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08

M-1.20-04.....9/25/20	M-11.10-04.....8/2/22	M-40.20-00.....10/12/07
M-1.40-03.....9/25/20	M-12.10-03.....8/2/22	M-40.30-01.....7/11/17
M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-04.....8/2/22	M-40.60-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
M-3.20-04.....8/2/22	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

Federal Wage Rates

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: 5/1/2023

<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	\$56.80	<u>5D</u>	<u>1H</u>		View
Lewis	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
Lewis	Brick Mason	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$66.32	<u>7E</u>	<u>1N</u>		View
Lewis	Building Service Employees	Janitor	\$15.74		<u>1</u>		View
Lewis	Building Service Employees	Shampooer	\$15.74		<u>1</u>		View
Lewis	Building Service Employees	Waxer	\$15.74		<u>1</u>		View
Lewis	Building Service Employees	Window Cleaner	\$15.74		<u>1</u>		View
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		<u>1</u>		View
Lewis	Carpenters	Acoustical Worker	\$71.53	<u>15J</u>	<u>4C</u>		View
Lewis	Carpenters	Bridge, Dock And Wharf Carpenters	\$71.53	<u>15J</u>	<u>4C</u>		View
Lewis	Carpenters	Floor Layer & Floor Finisher	\$71.53	<u>15J</u>	<u>4C</u>		View
Lewis	Carpenters	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		View
Lewis	Carpenters	Scaffold Erector	\$71.53	<u>15J</u>	<u>4C</u>		View
Lewis	Cement Masons	Application of all Composition Mastic	\$70.09	<u>15J</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of all Epoxy Material	\$69.59	<u>15J</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of all Plastic Material	\$70.09	<u>15J</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of Sealing Compound	\$69.59	<u>15J</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of Underlayment	\$70.09	<u>15J</u>	<u>4U</u>		View
Lewis	Cement Masons	Building General	\$69.59	<u>15J</u>	<u>4U</u>		View
Lewis	Cement Masons	Composition or Kalman Floors	\$70.09	<u>15J</u>	<u>4U</u>		View

Lewis	Cement Masons	Concrete Paving	\$69.59	15J	4U		View
Lewis	Cement Masons	Curb & Gutter Machine	\$70.09	15J	4U		View
Lewis	Cement Masons	Curb & Gutter, Sidewalks	\$69.59	15J	4U		View
Lewis	Cement Masons	Curing Concrete	\$69.59	15J	4U		View
Lewis	Cement Masons	Finish Colored Concrete	\$70.09	15J	4U		View
Lewis	Cement Masons	Floor Grinding	\$70.09	15J	4U		View
Lewis	Cement Masons	Floor Grinding/Polisher	\$69.59	15J	4U		View
Lewis	Cement Masons	Green Concrete Saw, self-powered	\$70.09	15J	4U		View
Lewis	Cement Masons	Grouting of all Plates	\$69.59	15J	4U		View
Lewis	Cement Masons	Grouting of all Tilt-up Panels	\$69.59	15J	4U		View
Lewis	Cement Masons	Gunite Nozzleman	\$70.09	15J	4U		View
Lewis	Cement Masons	Hand Powered Grinder	\$70.09	15J	4U		View
Lewis	Cement Masons	Journey Level	\$69.59	15J	4U		View
Lewis	Cement Masons	Patching Concrete	\$69.59	15J	4U		View
Lewis	Cement Masons	Pneumatic Power Tools	\$70.09	15J	4U		View
Lewis	Cement Masons	Power Chipping & Brushing	\$70.09	15J	4U		View
Lewis	Cement Masons	Sand Blasting Architectural Finish	\$70.09	15J	4U		View
Lewis	Cement Masons	Screed & Rodding Machine	\$70.09	15J	4U		View
Lewis	Cement Masons	Spackling or Skim Coat Concrete	\$69.59	15J	4U		View
Lewis	Cement Masons	Troweling Machine Operator	\$70.09	15J	4U		View
Lewis	Cement Masons	Troweling Machine Operator on Colored Slabs	\$70.09	15J	4U		View
Lewis	Cement Masons	Tunnel Workers	\$70.09	15J	4U		View
Lewis	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$126.05	15J	4C		View
Lewis	Divers & Tenders	Dive Supervisor/Master	\$89.94	15J	4C		View
Lewis	Divers & Tenders	Diver	\$126.05	15J	4C	8V	View
Lewis	Divers & Tenders	Diver On Standby	\$84.94	15J	4C		View
Lewis	Divers & Tenders	Diver Tender	\$77.16	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$89.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$94.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$107.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$103.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$105.59	15J	4C		View

Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$110.59	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$112.59	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$114.59	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$116.59	15J	4C		View
Lewis	Divers & Tenders	Manifold Operator	\$77.16	15J	4C		View
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	\$82.16	15J	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$77.16	15J	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	\$71.98	15J	4C		View
Lewis	Dredge Workers	Assistant Engineer	\$76.56	5D	3F		View
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$75.97	5D	3F		View
Lewis	Dredge Workers	Boatmen	\$76.56	5D	3F		View
Lewis	Dredge Workers	Engineer Welder	\$78.03	5D	3F		View
Lewis	Dredge Workers	Leverman, Hydraulic	\$79.59	5D	3F		View
Lewis	Dredge Workers	Mates	\$76.56	5D	3F		View
Lewis	Dredge Workers	Oiler	\$75.97	5D	3F		View
Lewis	Drywall Applicator	Journey Level	\$71.53	15J	4C		View
Lewis	Drywall Tapers	Journey Level	\$70.61	5P	1E		View
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$15.74		1		View
Lewis	Electricians - Inside	Cable Splicer	\$86.25	5C	1G		View
Lewis	Electricians - Inside	Journey Level	\$80.57	5C	1G		View
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$91.94	5C	1G		View
Lewis	Electricians - Inside	Welder	\$86.25	5C	1G		View
Lewis	Electricians - Motor Shop	Craftsman	\$15.74		1		View
Lewis	Electricians - Motor Shop	Journey Level	\$15.74		1		View
Lewis	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
Lewis	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View

Lewis	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
Lewis	Electronic Technicians	Journey Level	\$51.14	6Z	1B		View
Lewis	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
Lewis	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View
Lewis	Fabricated Precast Concrete Products	Journey Level	\$15.74		1		View
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$15.74		1		View
Lewis	Fence Erectors	Fence Erector	\$48.14	15J	4V	8Y	View
Lewis	Fence Erectors	Fence Laborer	\$48.14	15J	4V	8Y	View
Lewis	Flaggers	Journey Level	\$48.14	15J	4V	8Y	View
Lewis	Glaziers	Journey Level	\$75.91	7L	1Y		View
Lewis	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$84.84	15H	11C		View
Lewis	Heating Equipment Mechanics	Journey Level	\$94.11	7F	1E		View
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$59.85	15J	4V	8Y	View
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		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	\$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$15.74		1		View
Lewis	Insulation Applicators	Journey Level	\$71.53	15J	4C		View
Lewis	Ironworkers	Journeyman	\$83.79	15K	11N		View
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Airtrac Drill Operator	\$58.56	15J	4V	8Y	View
Lewis	Laborers	Ballast Regular Machine	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Batch Weighman	\$48.14	15J	4V	8Y	View

Lewis	Laborers	Brick Pavers	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Brush Cutter	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Brush Hog Feeder	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Burner	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Caisson Worker	\$58.56	15J	4V	8Y	View
Lewis	Laborers	Carpenter Tender	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Cement Dumper-paving	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Cement Finisher Tender	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Change House Or Dry Shack	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Chipping Gun (30 Lbs. And Over)	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Chipping Gun (Under 30 Lbs.)	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Choker Setter	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Chuck Tender	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Clary Power Spreader	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Clean-up Laborer	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Concrete Dumper/Chute Operator	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Concrete Form Stripper	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Concrete Placement Crew	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Concrete Saw Operator/Core Driller	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Crusher Feeder	\$48.14	15J	4V	8Y	View
Lewis	Laborers	Curing Laborer	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Ditch Digger	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Diver	\$58.56	15J	4V	8Y	View
Lewis	Laborers	Drill Operator (Hydraulic, Diamond)	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Dry Stack Walls	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Dump Person	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Epoxy Technician	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Erosion Control Worker	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Faller & Bucker Chain Saw	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Fine Graders	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Firewatch	\$48.14	15J	4V	8Y	View
Lewis	Laborers	Form Setter	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Gabian Basket Builders	\$56.80	15J	4V	8Y	View
Lewis	Laborers	General Laborer	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Grade Checker & Transit Person	\$59.85	15J	4V	8Y	View
Lewis	Laborers	Grinders	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Grout Machine Tender	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Groutmen (Pressure) Including Post Tension	\$57.84	15J	4V	8Y	View

		Beams					
Lewis	Laborers	Guardrail Erector	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level A)	\$58.56	15J	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level B)	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level C)	\$56.80	15J	4V	8Y	View
Lewis	Laborers	High Scaler	\$58.56	15J	4V	8Y	View
Lewis	Laborers	Jackhammer	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Laserbeam Operator	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Maintenance Person	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Manhole Builder-Mudman	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Material Yard Person	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Mold Abatement Worker	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Motorman-Dinky Locomotive	\$59.95	15J	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)	\$59.85	15J	4V	8Y	View
Lewis	Laborers	Pavement Breaker	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Pilot Car	\$48.14	15J	4V	8Y	View
Lewis	Laborers	Pipe Layer (Lead)	\$59.85	15J	4V	8Y	View
Lewis	Laborers	Pipe Layer/Tailor	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Pipe Pot Tender	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Pipe Reliner	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Pipe Wrapper	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Pot Tender	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Powderman	\$58.56	15J	4V	8Y	View
Lewis	Laborers	Powderman's Helper	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Power Jacks	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Railroad Spike Puller - Power	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Raker - Asphalt	\$59.85	15J	4V	8Y	View
Lewis	Laborers	Re-timberman	\$58.56	15J	4V	8Y	View
Lewis	Laborers	Remote Equipment Operator	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Rigger/Signal Person	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Rip Rap Person	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Rivet Buster	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Rodder	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Scaffold Erector	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Scale Person	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Sloper (Over 20")	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Sloper Sprayer	\$56.80	15J	4V	8Y	View

Lewis	Laborers	Spreader (Concrete)	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Stake Hopper	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Stock Piler	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Swinging Stage/Boatswain Chair	\$48.14	15J	4V	8Y	View
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Tamper (Multiple & Self-propelled)	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Toolroom Person (at Jobsite)	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Topper	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Track Laborer	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Track Liner (Power)	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Traffic Control Laborer	\$51.48	15J	4V	9C	View
Lewis	Laborers	Traffic Control Supervisor	\$54.55	15J	4V	9C	View
Lewis	Laborers	Truck Spotter	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Tugger Operator	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$158.87	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$163.90	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$167.58	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$173.28	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$175.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$180.50	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$182.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$184.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$186.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$59.95	15J	4V	8Y	View
Lewis	Laborers	Tunnel Work-Miner	\$59.95	15J	4V	8Y	View
Lewis	Laborers	Vibrator	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Vinyl Seamer	\$56.80	15J	4V	8Y	View
Lewis	Laborers	Watchman	\$43.76	15J	4V	8Y	View
Lewis	Laborers	Welder	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Well Point Laborer	\$57.84	15J	4V	8Y	View
Lewis	Laborers	Window Washer/Cleaner	\$43.76	15J	4V	8Y	View
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$56.80	15J	4V	8Y	View

Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$43.76	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Landscape Construction	Landscape Operator	\$74.83	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Landscape Maintenance	Groundskeeper	\$15.74		<u>1</u>		View
Lewis	Lathers	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		View
Lewis	Marble Setters	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.74		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Laborer	\$15.74		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$15.74		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Painter	\$15.74		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Welder	\$15.74		<u>1</u>		View
Lewis	Millwright	Journey Level	\$73.08	<u>15J</u>	<u>4C</u>		View
Lewis	Modular Buildings	Cabinet Assembly	\$15.74		<u>1</u>		View
Lewis	Modular Buildings	Electrician	\$15.74		<u>1</u>		View
Lewis	Modular Buildings	Equipment Maintenance	\$15.74		<u>1</u>		View
Lewis	Modular Buildings	Plumber	\$15.74		<u>1</u>		View
Lewis	Modular Buildings	Production Worker	\$15.74		<u>1</u>		View
Lewis	Modular Buildings	Tool Maintenance	\$15.74		<u>1</u>		View
Lewis	Modular Buildings	Utility Person	\$15.74		<u>1</u>		View
Lewis	Modular Buildings	Welder	\$15.74		<u>1</u>		View
Lewis	Painters	Journey Level	\$49.46	<u>6Z</u>	<u>11J</u>		View
Lewis	Pile Driver	Crew Tender	\$77.16	<u>15J</u>	<u>4C</u>		View
Lewis	Pile Driver	Journey Level	\$71.98	<u>15J</u>	<u>4C</u>		View
Lewis	Plasterers	Journey Level	\$67.49	<u>7Q</u>	<u>1R</u>		View
Lewis	Plasterers	Nozzleman	\$71.49	<u>7Q</u>	<u>1R</u>		View
Lewis	Playground & Park Equipment Installers	Journey Level	\$15.74		<u>1</u>		View
Lewis	Plumbers & Pipefitters	Journey Level	\$84.72	<u>5A</u>	<u>1G</u>		View
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$76.08	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Assistant Engineer	\$72.22	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Bobcat	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Brooms	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Bump Cutter	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Cableways	\$76.08	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Chipper	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Compressor	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$76.08	<u>15J</u>	<u>3K</u>	<u>8X</u>	View

Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Conveyors	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Crusher	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Derricks: on building work	\$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Drilling Machine	\$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$72.22	7A	11H	8X	View

Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Guardrail punch/Auger	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Locomotives, All	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Material Transfer Device	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Motor patrol graders	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Pavement Breaker	\$71.57	15J	3K	8X	View

Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Power Plant	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Pumps - Water	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Rigger and Bellman	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Rollagon	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Saws - Concrete	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Service Engineers: equipment	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$77.63	15J	3K	8X	View
Lewis	Power Equipment Operators	Slipform Pavers	\$76.08	15J	3K	8X	View

Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Subgrader Trimmer	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Trenching Machines	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Welder	\$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground	Cableways	\$76.08	15J	3K	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground	Crusher	\$75.41	15J	3K	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.53	7A	11H	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$74.83	15J	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$71.57	15J	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Toppers & Screedman	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Welder	\$76.79	7A	11H	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>		View
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$85.71	<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	\$43.03	<u>6Z</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	\$15.74		<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	\$15.74		<u>1</u>		View
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$15.74		<u>1</u>		View
Lewis	Residential Tile Setters	Journey Level	\$15.74		<u>1</u>		View
Lewis	Roofers	Journey Level	\$60.90	<u>5A</u>	<u>3H</u>		View
Lewis	Roofers	Using Irritable Bituminous Materials	\$63.90	<u>5A</u>	<u>3H</u>		View
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$94.11	<u>7F</u>	<u>1E</u>		View

Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1		View
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$56.80	15J	4V	8Y	View
Lewis	Soft Floor Layers	Journey Level	\$62.39	15J	4C		View
Lewis	Solar Controls For Windows	Journey Level	\$15.74		1		View
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$70.52	7J	1R		View
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		1		View
Lewis	Stone Masons	Journey Level	\$66.32	7E	1N		View
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1		View
Lewis	Surveyors	Assistant Construction Site Surveyor	\$75.53	7A	11H	8X	View
Lewis	Surveyors	Chainman	\$72.22	7A	11H	8X	View
Lewis	Surveyors	Construction Site Surveyor	\$76.79	7A	11H	8X	View
Lewis	Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$72.22	7A	11H	8X	View
Lewis	Surveyors	Ground Penetrating Radar	\$72.22	7A	11H	8X	View
Lewis	Telecommunication Technicians	Journey Level	\$51.14	6Z	1B		View
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$39.15	5A	2B		View
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.29	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.72	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$37.00	5A	2B		View
Lewis	Terrazzo Workers	Journey Level	\$60.36	7E	1N		View
Lewis	Tile Setters	Journey Level	\$60.36	7E	1N		View
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$51.19	7E	1N		View
Lewis	Traffic Control Stripers	Journey Level	\$51.90	7A	1K		View
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	\$71.70	15J	11M	8L	View
Lewis	Truck Drivers	Asphalt Mix To 16 Yards	\$70.86	15J	11M	8L	View
Lewis	Truck Drivers	Dump Truck	\$70.86	15J	11M	8L	View
Lewis	Truck Drivers	Dump Truck & Trailer	\$71.70	15J	11M	8L	View
Lewis	Truck Drivers	Other Trucks	\$71.70	15J	11M	8L	View
Lewis	Truck Drivers - Ready Mix	Transit Mix	\$71.70	15J	11M	8L	View
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		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 3/3/2023 thru 8/30/2023

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.

Overtime Codes Continued

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

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

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

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

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

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- 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.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

Overtime Codes Continued

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

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

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

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

- 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.

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

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

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes

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

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes Continued

6. 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.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, 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.

Note Codes

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

Note Codes Continued

8. U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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.

Note Codes Continued

9. H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

"General Decision Number: WA20230001 02/03/2023
 Superseded General Decision Number: WA20220001
 State: Washington
 Construction Type: Highway
 Counties: Washington Statewide.
 HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHКИAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIVERS.....	\$ 44.97	16.87

DEPTH PAY:
 50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
 Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$2.00 per foot
101-150 feet	\$3.00 per foot
151-220 feet	\$4.00 per foot
221 feet and deeper	\$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet	Free
26-300 feet	\$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

 CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
 CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

 ELEC0046-001 08/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 72.29	27.07
ELECTRICIAN.....	\$ 65.72	26.87

*** ELEC0048-003 01/01/2023**

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and
Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour
Zone 2: 51-70 miles \$3.50/hour
Zone 3: 71-90 miles \$5.50/hour
Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme
Street Atlas USA 2006 plus.

*** ELEC0048-029 01/01/2023**

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

ELEC0073-001 07/01/2022

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 41.30	20.09

*** ELEC0076-002 02/01/2023**

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 55.14	24.86

ELEC0112-005 06/01/2022

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

 ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

ENGI0302-003 06/01/2022

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.20	24.47
Group 1AA.....	\$ 54.98	24.47
Group 1AAA.....	\$ 55.78	24.47
Group 1.....	\$ 53.40	24.47
Group 2.....	\$ 52.72	24.47
Group 3.....	\$ 52.12	24.47
Group 4.....	\$ 48.78	24.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;

Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatoer (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vector guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.50 over scale
 Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

 ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in
height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft
of boom (including jib with attachments); Crane-overhead,
bridge type, 45 tons thru 99 tons; Derricks on building
work; Excavator, shovel, backhoes over 3 yards and under 6
yards; Hard tail end dump articulating off-road equipment
45 yards and over; Loader- overhead, 6 yards to, but not
including, 8 yards; Mucking machine, mole, tunnel, drill
and/or shield; Quad 9 HD 41, D-10; Remote control operator
on rubber tired earth moving equipment; Rollagon; Scrapers-
self-propelled 45 yards and over; Slipform pavers;
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-Overhead, bridge type, 20 tons through
44 tons; Chipper; Concrete pump-truck mount with boom
attachment; Crusher; Deck engineer/deck winches (power);
Drilling machine; Excavator, shovel, backhoe-3 yards and
under; Finishing machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Loaders, overhead under 6
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;
Mixers, asphalt plant; Motor patrol graders, finishing;
Piledriver (other than crane mount); Roto-mill, roto-
grinder; Screedman, spreader, topside operator-Blaw Knox,
Cedar Rapids, Jaeger, Caterpillar, Barbar Green;
Scraper-self- propelled, hard tail end dump, articulating
off-road equipment- under 45 yards; Subgrader trimmer;
Tractors, backhoe over 75 hp; Transfer material service
machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane
oiler/driver-100 tons and over; Truck Mount Portable
Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 07/04/2022

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

IRON0029-002 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

IRON0086-002 07/04/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

IRON0086-004 07/04/2022

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 49.90	31.82

LABO0238-004 06/01/2021

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 27.34	15.35
GROUP 2.....	\$ 29.44	15.35
GROUP 3.....	\$ 29.71	15.35
GROUP 4.....	\$ 29.98	15.35
GROUP 5.....	\$ 30.26	15.35

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunitite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

 LABO0238-006 06/01/2021

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON,
 CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT,
 LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA,
 WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 30.00	13.50

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
 TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):
 Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 48.17	16.00

PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2022

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 50.00	19.59
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 50.50	19.59
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 50.50	19.59

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

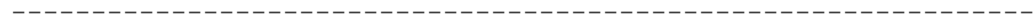
HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.



TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

APPENDIX B

FEDERAL CONTRACT PROVISIONS

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS – FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX C

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Certification for Federal-Aid Contracts

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance with Wage Payment Statutes

Disadvantaged Business Enterprise Utilization Certification

Disadvantaged Business Enterprise (DBE) Written Confirmation Document



Lewis County Department of Public Works

Josh S. 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 25, 2023**, at the Lewis County Courthouse in Chehalis, Washington for the 2021 County Safety Program, F. A. Project No. HSIP-000S(610), CRP 2196.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 12:15 P.M. on Thursday, May 25, 2023

(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 COUNTY SAFETY PROGRAM, F. A. PROJECT NO. HSIP-000S(610), CRP 2196, TO BE OPENED ON OR AFTER 12:15 P.M. ON THURSDAY, MAY 25, 2023.”**

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 contract 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) 740-1123 Ext. 7 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 the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROPOSAL

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

This certifies that the undersigned has examined the location of the 2021 County Safety Program, CRP 2196, F.A. Project No. HSIP-000S(610), in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

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

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	Mobilization	LUMP SUM	\$
2	125 L.F.	Removing Guardrail	\$	\$
3	9 C.Y.	Roadway Excavation Incl. Haul	\$	\$
4	495 L.F.	Schedule A Culv. Pipe 12 In. Diam.	\$	\$
5	11.50 L.F.	CL. IV Reinf. Conc. Culv. Pipe 12 In. Diam.	\$	\$
6	1,105 Ton	Crushed Surfacing Base Course	\$	\$
7	44 S.Y.	Seeding and Fertilizing by Hand	\$	\$
8	1,605 L.F.	Coir Log	\$	\$
9	25 L.F.	Beam Guardrail Type 1 - 9 Ft. Long Post	\$	\$
10	37.50 L.F.	Beam Guardrail Type 1 - 11 Ft. Long Post	\$	\$
11	900 L.F.	Beam Guardrail Type 31 - 8 Ft. Long Post	\$	\$
12	1,593.75 L.F.	Beam Guardrail Type 31 - 9 Ft. Long Post	\$	\$
13	462.50 L.F.	Beam Guardrail Type 31 - 11 Ft. Long Post	\$	\$
14	10 Each	Beam Guardrail Type 31 Non-Flared Terminal	\$	\$
15	50 Each	Beam Guardrail Post	\$	\$
16	100 Each	Beam Guardrail Block	\$	\$
17	268.75 L.F.	Beam Guardrail Type 31	\$	\$
18	8 Each	Beam Guardrail Anchor Type 10	\$	\$
19	517 Each	Guardrail Reflector	\$	\$
20	8,487.50 L.F.	Raising Existing Beam Guardrail	\$	\$

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
21	1 L.S.	Project Temporary Traffic Control	LUMP SUM		\$	
22	1 Est.	Work Zone Safety Contingency	DOLLAR			\$25,000.00
23	250 Each	Underground Utility Verification Pothole	\$		\$	
24	50 C.Y.	Structure Excavation Class B Incl. Haul	\$		\$	
25	1 L.S.	Trimming And Cleanup	LUMP SUM		\$	
26	1 Each	Mailbox Support Type 1	\$		\$	
27	1 Est.	Reimbursement for Third Party Damage	DOLLAR			\$1.00
28	1 Calc.	Minor Change	CALCULATED		\$	25,000.00
29	1 L.S.	SPCC Plan	LUMP SUM		\$	
30	1 L.S.	Clearing	LUMP SUM		\$	
			TOTAL BID		\$	

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

SR

DOT Form 272-040A EF
07/2011

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

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



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

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

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

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

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3. The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: _____ certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: _____

Column 1 Name of DBE <small>(See instructions)</small>	Column 2 Project Role <small>(See instructions)</small>	Column 3 Description of Work <small>(See instructions)</small>	Column 4 Dollar Amount Subcontracted to DBE <small>(See instructions)</small>	Column 5 Dollar Amount to be Applied Towards Goal <small>(See instructions)</small>

Disadvantaged Business Enterprise _____ Total DBE Commitment Dollar Amount _____
 Condition of Award Contract Goal Box 3 Box 4

5 By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056
Revised 03/2018

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
 - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
 - Work sublet to a Regular Dealer must be listed separately.
 - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
 - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row. The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state "Partial" and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal See Note 1, Note 2, Note 3. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, See Note 1, Note 2, Note 3, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder may only claim 50% of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder may only claim 60% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal

Note 3: For Work sublet to a Broker the bidder may only claim the fees paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee } \%) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. This value must equal or exceed the COA Contract goal amount written in Box 3 or;

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

**Disadvantaged Business
Enterprise Utilization Certification**

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3. The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: A Plus Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 Name of DBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Dollar Amount Subcontracted to DBE (See instructions)	Column 5 Dollar Amount to be Applied Towards Goal (See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Disadvantaged Business Enterprise 356,968.16 Total DBE Commitment Dollar Amount 1,295,250
 Condition of Award Contract Goal Box 3 Box 4

5 By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract



**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

Dollar Amount to be Subcontracted to DBE*: _____
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____



Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number	2. Contract Name
3. Prime Contractor	4. Prime Contractor Representative Name
5. Prime Contractor Representative Phone Number	6. Prime Contractor Representative Email

Column 1 Name of UDBE <small>(See Instructions)</small>	Column 2 Bid Item # <small>(See Instructions)</small>	Column 3 Full/Partial <small>(See Instructions)</small>	Column 4 Quantity <small>(See Instructions)</small>	Column 5 Description <small>(See Instructions)</small>	Column 6 Unit Price <small>(See Instructions)</small>	Column 7 Total Unit Cost <small>(See Instructions)</small>	Column 8 Dollar Amount to be Applied Towards Goal <small>(See Instructions)</small>
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal. Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email		Date

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

DBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email		Date

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The DBE Firm's representative signature is required in addition to the date the form was signed.

APPENDIX D

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

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

WITNESSETH:

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

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all material necessary to improve traffic safety at various locations by installing guardrail, constructing slope work, and traffic control, 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 be 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: _____, 2023

By: _____

Surety

By: _____

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN 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 2196, Federal Aid Project No. HSIP-000S(610)** 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 County Safety Program** 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 2196, Federal Aid Project No: HSIP-000S(610)** between the below-named Contractor and County for the **2021 County Safety Program**, 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)

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

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

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(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 E

PERMIT DOCUMENTS

Federal Aid Project Number: <u>HSIP-000S(610)</u>	NEPA Start Date: <u>10-18-22</u>	Intent of Submittal: <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/> Re Evaluate
Agency: <u>Lewis County</u>	Project Title: <u>2021 County Safety Program</u>	
County: <u>Lewis</u>		
Beginning terminus: <u>Countywide</u> Ending terminus: <u>Countywide</u> Miles: <u>See Below</u>	Township(s): <u>14 North - 13 North</u> Range(s): <u>2 West; 1 West- 1 West; 1 East</u> Section(s): <u>22, 26, 27, 35, 36; 31, 32, 33, - 3, 11; 7, 8, 9, 14, 16</u>	

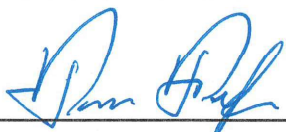
Part 1 - Project Description (Attach Vicinity Map)

Upgrade signs, improve clear zone, flatten slopes, add/upgrade barriers, widen shoulders, remove/modify fixed objects, and reduce pavement edge drop-offs. Safety improvements will include installation of new guardrail, the replacement of existing guardrail, and/or slope flattening along various sections of Centralia Alpha Road: MP 1.35-1.42 (right), MP 1.45-1.55 (left), MP 1.45-1.56 (right), MP 1.75-1.85 (left), MP 1.80 to MP 1.86 (left), MP 1.98-2.07 (right), MP 2.07 to 2.23, MP 2.31-2.38 (left and right), MP 2.47-2.55, MP 2.71-2.77 (left), MP 2.84-2.95 (right), MP 3.00-3.05 (right), MP 3.15-3.19 (left), MP 3.11-3.21 (right), MP 3.49-3.64 (left), MP 3.45-3.53 (right), MP 3.78-3.85 (left), MP 3.78-3.86 (right), MP 3.78-3.85 (left), MP 3.78-3.86, MP 4.08-4.14 (left), MP 4.17-4.26 (left), MP 4.43-4.52 (left), MP 4.44-4.51 (right),), MP 4.75-4.80 (left and right), MP 4.82-4.88 (left), MP 4.81-4.87 (right), MP 5.02-5.11 (left), MP 5.03-5.11 (right), MP 5.18-5.24 (left), MP 5.38-5.45 (left), MP 5.34-5.51 (right), MP 6.04-6.09 (right), MP 6.28-6.42 (right),), MP 6.54-6.61 (left), MP 6.52-6.61 (right), MP 7.01-7.11 (left), MP 7.00-7.11 (right), MP 7.19-7.26 (right), MP 7.68-7.77 (left), MP 7.69-7.79 (right), MP 8.70-8.83 (left), MP 8.70-8.94 (right), MP 8.87-8.96 (left), MP 8.70 to -9.07 (right), MP 9.10-9.32 (right), MP 10.48-10.62 (left), MP 10.51-10.57 (right),), MP 12.55-12.57 (left), MP 12.62-12.64 (left), MP 12.54-12.65 (right), MP 12.88-12.97 (left), MP 12.87-12.96 (right), MP 13.24-13.34 (left), MP 13.26-13.31 (right), MP 13.55-13.65 (left), MP 13.52-13.65 (right), MP 13.55-13.65 (left), MP 13.52-13.65 (right), MP 13.79-13.89 (left), and MP 13.80-13.92 (right), MP 14.98-15.04 (left), MP 14.98-15.04 (right), MP 15.28-15.38 (right); MP 17.37-17.49 (left) and MP 17.36-17.49 (right). In addition to the aforementioned project activities, a staging area will also be established on Lewis County property adjacent to MP 2.31-2.38 (right) and traffic controls will be installed within approximately 1,500 ft of each road segment.

Part 2 – Categorical Exclusion & STIP

- Identify one CE from 23 CFR 771.117 (CE Guidebook - Appendix A) that fits the entire project **c(23)**
- Per 23 CFR Part 452(l) identify the subsequent project phase identified on the STIP? ROW Construction
- Attach a copy of the STIP page to the CE documentation form.

NEPA Approval Signatures

	<u>12/16/22</u>	_____	<u>1/4/23</u>
Local Agency Approving Authority Digitally signed by Michael A Williams Date: 2023.01.04 08:31:29 -08'00'	Date	Local Programs Environmental Engineer	Date
Michael A Williams	<u>01/04/2023</u>	CE per PA	<u>1/4/23</u>
Regional Local Programs Engineer	Date	Federal Highway Administration	Date

Completed by (Print Official's Name): <u>Ann Weckback</u>	Telephone (include area code): <u>(360) 740-1440</u>	E-mail address: <u>Ann.Weckback@lewiscountywa.gov</u>
--	---	--

Part 3 - Permits, Approvals & Right of Way (ROW)

Yes	No	Permit or Approval	Yes	No	Permit or Approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Corps of Engineers <input type="checkbox"/> Sec. 10 <input type="checkbox"/> Sec. 404 <input checked="" type="checkbox"/> Nationwide Type <input type="checkbox"/> Individual Permit No. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Quality Certification – Section 401 Issued by <u>Ecology</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Zone Management Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tribal Permit(s) (if any) _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Critical Areas Ordinance (CAO) Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Permits (List) _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Forest Practices Act Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is permanent ROW acquisition needed? If yes, amount needed: <u>1.014</u> (acres/sq. ft.).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hydraulic Project Approval	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is any temporary ROW needed?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Building or Site Development Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is relocation required?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local Clearing and Grading Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has ROW (property and/or property interests) been acquired for this project prior to the NEPA start date? If yes, documentation demonstrating compliance with 23 CFR 710.501 may be required.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is a detour required? If yes, please attach detour information.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Shoreline Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Waste Discharge Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Rights Permit			

U.S. Coast Guard Permitting

- a. Does the project propose any new or modify **any** existing bridges or culverts crossing a waterway? Yes No
- b. If Yes, attach a copy of the jurisdictional determination email or letter from the U.S. Coast Guard.

Other Federal Agencies - Does the project involve any federal properties, approvals or funding from other/additional federal agencies? Yes No If Yes, please describe.

Part 4 - Environmental Considerations

**Will the project involve work in or affect any of the following? Identify proposed mitigation.
Attach additional pages or supplemental information if necessary.**

1. Air Quality - Identify any anticipated air quality issues.

- Is the project exempt from Air Quality conformity requirements? Yes No
- a. If Yes, identify exemption – please refer to Appendix G in the CE Guidebook for a list of exemptions.
The project is exempt under Safety Projects – shoulder improvements, guardrail, median, barriers, and crash attenuators.
- b. Is the project located in an Air Quality Non-Attainment Area or Maintenance Area for carbon monoxide, ozone or PM 10 or PM 2.5? Yes No

2. Critical and Sensitive Areas

- a. Is this project within a sole source aquifer Yes No
If located within a sole source aquifer, is the project exempt from EPA approval?
If Yes, please list exemption: _____
If No, date of EPA approval: _____
- b. Will this project impact Species/Habitat other than ESA listed species? Yes No Explain your answer.
According to the WDFW Priority Habitats and Species interactive web map, pacific lamprey, rainbow trout, coho, winter steelhead, long-legged myotis, big brown bat, little brown bat, Townsend's big-eared bat, purple martin, eastern wild turkey and Rock Mountain elk are potentially within 1 mile of the project location. None of these species are anticipated to be affected by proposed project activities.
- c. Is this project within one mile of a Bald Eagle nesting territory, winter concentration area or communal roost?
 Yes No If Yes, the local agency must go to the US Fish & Website (<https://www.fws.gov/story/do-i-need-eagle-take-permit>) and review the information under *When is a permit recommended?* Please explain why a permit is or is not needed:
Please attach a copy of the permit if needed.

- d. Are wetlands present within the project area? Yes No If Yes, estimate the impact in acres: 0.008 acres
Please attach a copy of the proposed mitigation plan.

3. Cultural Resources/Historic Structures – Identify any historic, archaeological or cultural resources present within the project's Area of Potential Effects.

Does the project fit into any of the exempt types of projects listed in Appendix J of the CE Guidebook?

- Yes No If Yes, note exemptions below.

Exempt under A-2, A-14, A-16, A-22, and A-36

If No: Date of DAHP concurrence: _____

Date of Tribal consultation(s) (if applicable): _____

Adverse effects on cultural/historic resources? Yes No

If Yes, date of approved Section 106 MOA: _____

4. Floodplains and Floodways

- a. Is the project located in a 100-year floodplain? Yes No
b. If Yes, is the project located within a 100-year floodway? Yes No
c. Will the project impact a 100-year floodplain? Yes No If Yes, describe impacts.

5. Hazardous and Problem Waste – Identify potential sources and type(s).

- a. Does the project require excavation below the existing ground surface? Yes No
b. Will groundwater be encountered? Yes No
c. Will any properties be acquired as part of this project? Yes No
d. Is this site located in an undeveloped area (*i.e.* no buildings, parking, storage areas or agriculture)? Yes No
e. Is the project located within a one-mile radius of a known Superfund Site? Yes No
f. Is this project located within a ½-mile radius of a site or sites listed on any of the following Department of Ecology databases? Yes No If Yes, check the appropriate boxes below.
 Voluntary Cleanup Program (VCP), State Cleanup Site (SCS), or Independent Cleanup Program (ICP)
 Underground Storage Tank (UST)
 Leaking Underground Storage Tank (LUST)
 Confirmed and Suspected Contaminated Sites List (CSCSL)
g. Has site reconnaissance (windshield survey) been performed? Yes No (Please identify any properties not identified in the Ecology or ERS database search as an attachment -- name, address and property use).
h. Based on the information above and project specific activities, is there a potential for the project to generate, acquire or encounter contaminated soils, groundwater or surface water? Yes No

Please explain: While SCS's and VCP's were identified among three sites within a half-mile of the project area (Facility/Site ID: "7650407", "796735", and "1158"), it was determined that these sites have been cleaned up and are in compliance with the standards set forth in the Model Toxics Control Act. According to the DOE's Integrated Site Information System (ISIS) these sites were cleaned up under the VCP and/or SCS Program are now in compliance with the standards in the state's environmental cleanup law, the Model Toxics Control Act. The status for each of these sites is listed as No Further Action (NFA) required; as such, the project does not have the potential to generate, acquire or encounter contaminated soils, groundwater, or surface water with the relation to the sites.

If you responded **Yes** to any of these questions above (5A – 5F or 5H), contact your Region LPE for assistance as a "Right-Sized" HazMat Analysis Report/Memorandum most likely will be required.

6. Noise

- a. Does the project involve constructing a new roadway? Yes No
- b. Is there a change in the vertical or horizontal alignment of the existing roadway? Yes No
- c. Does the project increase the number of through traffic lanes on an existing roadway? Yes No
- d. Is there a change in the topography? Yes No
- e. Are there auxiliary lanes extending 1-½ miles or longer being constructed as part of this project?
 Yes No
- f. If you answered Yes to any of the preceding questions, identify and describe any potential noise receptors within the project area and subsequent impacts to those noise receptors. Please attach a copy of the noise analysis if required.

If impacts are identified, describe proposed mitigation measures.

7. 4(f)/6(f) Resources: parks, recreation areas, wildlife refuges, historic properties, wild & scenic rivers, scenic byways

- a. Please identify any 4(f) properties within the project limits and the areas of impacts.
There are no 4(f) properties within the project limits or areas of impacts.
- b. Please identify any properties within the project limits that used funds from the Land & Water Conservation Fund Act.
No properties within the project limits used any such funds.
- c. Please list any Wild and Scenic Rivers and Scenic Byways within the project limits.
There are no Wild & Scenic Rivers or Scenic Byways within the project limits.

8. Agricultural Lands –

- a. Are there agricultural lands within 300 feet of the project limits? Yes No If Yes, describe impacts:
- b. Are impacted lands considered to be unique and prime farmland? Yes No
If Yes, date of project review by Natural Resource Conservation Service (NRCS): 12/14/22

9. Rivers, Streams (continuous or intermittent) or Tidal Waters

- a. Identify all waterbodies within 300 feet of the project limits or that will otherwise be impacted.
While no work will occur below the ordinary high water line of any waterbodies work will occur within 300 ft of various tributaries to Salzer Creek, tributaries to Dillenbaugh Creek, tributaries to the Newaukum River, tributaries to the North Fork Newaukum River, tributaries to the Middle Fork Newaukum River. and tributaries to the South Fork Newaukum River
- b. Identify stream crossing structures by type.
N/A

- 10. Tribal Lands –** Identify whether the project will occur within any Tribal lands, including reservation, trust and fee lands. Please do not list usual and accustomed area.
The proposed project will not occur within any of the aforementioned lands.

11. Water Quality/Stormwater

a. Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's HRM, DOE's stormwater management manual for eastern/western Washington or a local agency equivalent manual? Yes No

Explain proposed water quality/quantity treatment for the new and any existing pollution generating impervious surface associated with the proposed project.

b. Amount of existing pollution generating impervious surface within the project limits: N/A

c. Net new pollution generating impervious surface to be created as a result of this project: N/A

d. Amount of proposed post-project untreated pollution generating impervious surface: N/A

12. Previous Environmental Commitments

Describe previous environmental commitments that may affect or be affected by the project – if any.

Lewis County is responsible for maintaining the roadway and safety appurtenances within the County ROW.

13. Environmental Justice - Does the project meet any of the exemptions noted in Appendix L of the CE Documentation Guidebook?

No.

If Yes, please note the exemption and appropriate justification in the space below.

If No, attach Appendix M and supporting documentation as required per the decision matrix. This will include at least two demographic information sources and possibly a description of anticipated project impacts.

Please refer to the CE Guidebook for more information.

Part 5 - Biological Assessments and EFH Evaluations

1. Do any listed species potentially occur in the project's action area and/or is any designated critical habitat present within the project's action area? Yes No Attach species listings.

Affected ESA Listed Species	2. Will any construction work occur within 0.25 mile of any of the following?	3. Does the project involve blasting, pile driving, concrete sawing, rock-drilling or rock-scaling activity within one mile of any of the following?
Oregon Spotted Frog proposed critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Yellow-billed Cuckoo suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Spotted Owl management areas, designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Marbled Murrelet nest or occupied stand, designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Western Snowy Plover designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the project within 0.25 mile of marine waters? If Yes explain potential effects on Killer Whales and on Marbled Murrelet foraging areas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Killer Whale designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grizzly Bear suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Gray Wolf suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Canada Lynx habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Columbia White-tailed Deer suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Woodland Caribou habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Streaked Horned Lark designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Taylor's Checkerspot designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mazama Pocket Gopher designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Eulachon designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rockfish proposed critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A mature coniferous or mixed forest stand?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Will the project involve any in-water work?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Will any construction work occur within 300 feet of any perennial or intermittent waterbody that either supports or drains to waterbody supporting listed fish?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Will any construction work occur within 300 feet of any wetland, pond or lake that is connected to any permanent or intermittent waterbody?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Will the project discharge treated or untreated stormwater runoff or utilize water from a waterbody that supports or drains into a listed-fish supporting waterbody?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Will construction occur outside the existing pavement? If Yes go to 9a.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling or modification of vegetation or tree-cutting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Are there any Federally listed Threatened or Endangered plant species located within the project limits? If Yes, please attach a list of these plant species within the action area.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Does a mature coniferous or mixed forest stand occur within 200' of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Analysis for No Effects Determination – If there are any Yes answers to questions in Part 5, additional analysis is required. Attach additional sheets if needed.</p> <p>The proposed project is not anticipated to affect any NMFS listed species as no in-water work will occur. No USFWS species are anticipated to be impacted as there is not suitable habitat for any such species nor any designated critical habitat within the project area.</p>		

Analysis for RRMP ESA 4(d) determination for NMFS – A local agency must be certified by the Regional Road Maintenance Forum to utilize 4(d).

Maintenance Category (check all that apply)

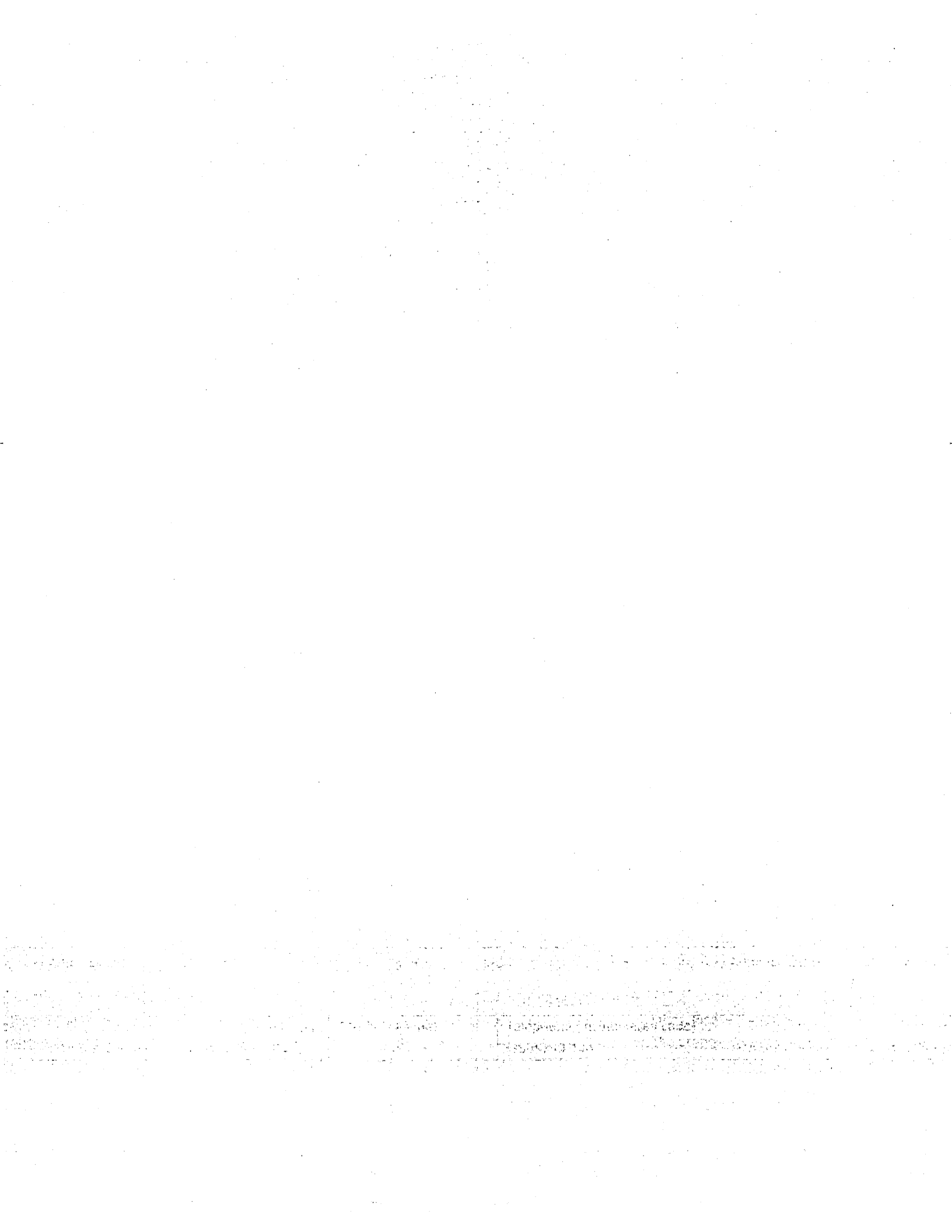
- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Roadway Surface | <input type="checkbox"/> 6 Stream Crossings | <input type="checkbox"/> 11. Emergency Slide/Washout Repair |
| <input type="checkbox"/> 2. Enclosed Drainage Systems | <input type="checkbox"/> 7. Gravel Shoulders | <input type="checkbox"/> 12. Concrete |
| <input type="checkbox"/> 3. Cleaning Enclosed Drainage Systems | <input type="checkbox"/> 8. Street Surface Cleaning | <input type="checkbox"/> 13. Sewer Systems |
| <input type="checkbox"/> 4. Open Drainage Systems | <input type="checkbox"/> 9. Bridge Maintenance | <input type="checkbox"/> 14. Water Systems |
| <input type="checkbox"/> 5. Watercourses and Streams | <input type="checkbox"/> 10. Snow and Ice Control | <input type="checkbox"/> 15. Vegetation |

Describe how the project fits in the RRMP 4(d) Program:

Effect Determinations for ESA and EFH

If each of the questions in the preceding section resulted in a "No" response or if any of the questions were checked "Yes," but adequate justification can be provided to support a "no effect" determination, then check "No Effect" below. If this checklist cannot be used for Section 7 compliance (i.e., adequate justification cannot be provided or a "may effect" determination is anticipated), a separate biological assessment document is required.

	NMFS	USFWS	EFH Determination
<input checked="" type="checkbox"/> No Effect	<u>JB 1/4/23</u>	<u>JB 1/4/23</u>	<input checked="" type="checkbox"/> No Adverse Effect
<input type="checkbox"/> NLTAA - Date of Concurrence _____	_____	_____	<input type="checkbox"/> Adverse Effect – Date of NMFS concurrence _____
<input type="checkbox"/> LTAA – Date BO Issued _____	_____	_____	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> RRMP 4(d) _____	_____	_____	



**LEWIS COUNTY – STATE ENVIRONMENTAL POLICY ACT
THRESHOLD DETERMINATION
DETERMINATION OF NONSIGNIFICANCE (DNS)**

LEAD AGENCY: Lewis County – Community Development Department

PROPONENT: Lewis County Public Works

FILE NUMBERS: SEP22-0052

DESCRIPTION OF PROPOSAL: Construction of safety improvements along various sections of Centralia Alpha Rd between milepost 1.78 and 15.35. Improvements are anticipated to include installation and replacement of guardrail, and slope flattening.

LOCATION OF PROPOSAL: The project is located along Centralia Alpha Rd starting approximately near the intersection of Centralia Alpha and Widgeon Hill Roads and ending near the intersection of Centralia Alpha and Middle Fork Roads, Centralia Lewis County, WA – Townships/ Range 14-02W, 14-01W, 13-01W and 13-01E, WM.

THRESHOLD DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable, significant adverse impact on the environment. An environmental impact statement (EIS) is NOT required under RCW 43.21C.030(2)(c). This decision was made after review by Lewis County of a completed environmental checklist and other information on file with this agency and such information is adopted herein by reference. This information is available electronically here <https://lewiscountywa.gov/departments/community-development/current-planning-applications/>

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the issue date below. Written comments must be submitted by **4pm on January 31, 2023**.

Responsible Official: **Lee Napier, Director**
Lewis County Community Development
2025 NE Kresky Avenue
Chehalis, Washington 98532

Contact Person: **Preston Pinkston, Planner**



for Responsible Official

Date of Issue: **January 17, 2023**

*This SEPA determination may be appealed in writing to the Lewis County Hearings Examiner until 4 pm on **February 7, 2023** at the Lewis County Community Development Permit Center. Appellants should be prepared to make **specific factual objections**. The appeal procedure is established in Lewis County Code (LCC) Section 17.110.130 and LCC Section 2.25.130. The administrative appeal fee is established by Resolution of the Board of County Commissioners. The current adopted fee schedule is available online at <https://lewiscountywa.gov/departments/community-development/permit-applications-and-handouts/>.*

APPENDIX F

CONTRACT PLANS

TRAFFIC CONTROL PLAN

