

Lewis County
Department of Public Works
Engineering Division

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

***2016 ROCK
PROPOSAL***

(506 PITS & QUARRIES)

January, 2016

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



BOARD OF COUNTY COMMISSIONERS

Edna Fund, District No. 1
P.W. Schulte, District No. 2
Gary Stamper, District No. 3

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

TABLE OF CONTENTS I

INTRODUCTION 1

SECTION 1-01, DEFINITIONS AND TERMS..... 1

1-01.3 Definitions..... 1

SECTION 1-02, BID PROCEDURES AND CONDITIONS 1

1-02.8(1) Noncollusion Declaration 1

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT..... 1

1-03.4 Contract Bond..... 2

SPECIAL PROVISIONS 3

1-01, DESCRIPTION OF WORK 3

1-02, BID PROCEDURES AND CONDITIONS..... 3

1-02.1 Prequalification of Bidders..... 4

1-02.2 Plans and Specifications 4

1-02.6 Preparation Of Proposal 4

1-02.12 Public Opening Of Proposal..... 4

 Date and Time of Bid Opening 4

 Delivery and Marking of Sealed Bid Proposals..... 4

1-02.13 Irregular Proposals 5

1-02.14 Disqualification of Bidders 5

1-02.15 Pre Award Information 8

1-03, AWARD AND EXECUTION OF CONTRACT 9

1-03.1 Consideration of Bids 9

1-03.4 Contract Bond..... 9

1-05, CONTROL OF WORK..... 10

1-05.7 Removal of Defective and Unauthorized Work 10

1-05.13 Superintendents, Labor and Equipment of Contractor..... 10

1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC 11

1-07.7 Load Limits 11

1-07.9 Wages..... 11

 Application of Wage Rates For The Occupation Of Landscape Construction 11

1-07.11 Requirements For Nondiscrimination..... 12

1-07.18 Public Liability and Property Damage Insurance..... 19

1-07.18 Insurance..... 19

 1-07.18(1) General Requirements..... 19

 1-07.18(2) Additional Insured 20

 1-07.18(3) Subcontractors..... 20

 1-07.18(4) Evidence of Insurance..... 20

 1-07.18(5) Coverages and Limits 21

 1-07.18(5)A Commercial General Liability..... 21

 1-07.18(5)B Automobile Liability 21

 1-07.18(5)C Workers’ Compensation 21

1 **1-08, PROSECUTION AND PROGRESS** 21

2 *1-08.3 Progress Schedule*..... 23

3 Contractor’s Weekly Activities..... 24

4 *1-08.4 Prosecution of Work*..... 24

5 *1-08.5 Time for Completion* 25

6 *1-08.8 Extensions of Time* 25

7 *1-08.9 Liquidated Damages*..... 25

8 **1-09, MEASUREMENT AND PAYMENT**..... 25

9 *1-09.2 Weighing Equipment* 25

10 1-09.2(1) General Requirements for Weighing Equipment..... 25

11 1-09.2(5) Measurement..... 26

12 1-09.2(6) Payment 27

13 *1-09.11 Disputes and Claims* 28

14 1-09.11(3) Time Limitation and Jurisdiction..... 28

15 *1-09.13 Claims Resolution* 28

16 1-09.13(3) Claims \$250,000 or Less..... 28

17 1-09.13(3)A Administration of Arbitration 29

18 1-09.13(4) Claims in Excess of \$250,000..... 29

19 CLAIMS RESOLUTION 29

20 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**..... 30

21 *3-01.4 Contractor Furnished Material Sources*..... 30

22 3-01.4(1) Acquisition and Development..... 30

23 (*****). 30

24 **3-04, ACCEPTANCE OF AGGREGATE**..... 30

25 *3-04.3 Construction Requirements*..... 30

26 3-04.3(1) General..... 31

27 3-04.3(2) Point of Acceptance 31

28 3-04.3(3) Sampling 31

29 3-04.3(4) Testing Results..... 32

30 3-04.3(7)C Rejection Without Testing 32

31 *3-04.4 Measurement*..... 32

32 *3-04.5 Payment*..... 32

33 **9-03, AGGREGATES** 32

34 *9-03.4 Aggregate for Bituminous Surface Treatment* 32

35 9-03.4(2) Grading and Quality..... 32

36 **POWER EQUIPMENT**..... 33

37 **E-VERIFY** 33

38 **BOND**..... 33

39 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY** 34

40 **APPENDICES**..... 35

41 **APPENDIX A**37

42 **WASHINGTON STATE PREVAILING WAGE RATES**..... 37

43 **APPENDIX B**39

44 **BID PROPOSAL DOCUMENTS**..... 39

45 *NOTICE TO CONTRACTORS*..... 41

1	<i>NON-COLLUSION DECLARATION</i>	47
2	<i>PROPOSAL - SIGNATURE PAGE</i>	48
3	APPENDIX C	49
4	CONTRACT DOCUMENTS	49
5	<i>CONTRACT</i>	51
6	<i>CONTRACT BOND FOR</i> <i>Bond No.</i>	53
7	<i>POWER EQUIPMENT LIST</i>	55
8		
9		

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2014
3 Standard Specifications for Road, Bridge, and Municipal Construction.

4
5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

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

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

14
15 **SECTION 1-01, DEFINITIONS AND TERMS**

16 August 4, 2014

17
18 **1-01.3 Definitions**

19 The definition for “**Engineer**” is revised to read:

20
21 The Contracting Agency’s representative who directly supervises the engineering and
22 administration of a construction Contract.

23
24 The definition for “**Inspector**” is revised to read:

25
26 The Engineer’s representative who inspects Contract performance in detail.

27
28 The definition for “**Project Engineer**” is revised to read:

29
30 Same as Engineer.

31
32 The definition for “**Working Drawings**” is revised to read:

33
34 Drawings, plans, diagrams, or any other supplementary data or calculations, including a
35 schedule of submittal dates for Working Drawings where specified, which the Contractor must
36 submit to the Engineer.

37
38 **SECTION 1-02, BID PROCEDURES AND CONDITIONS**

39 April 7, 2014

40
41 **1-02.8(1) Noncollusion Declaration**

42 The third paragraph is revised to read:

43
44 Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal, the
45 Bidder is deemed to have certified and agreed to the requirements of the Declaration.

46
47 **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**

1 March 3, 2014

2
3 **1-03.4 Contract Bond**

4 The last word of item 3 is deleted.

5
6 Item 4 is renumbered to 5.

7
8 The following is inserted after item 3 (after the preceding Amendments are applied):

- 9
10 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
11 project under titles 50, 51, and 82 RCW; and
12
13

1 **INTRODUCTION**

2
3 The following Special Provisions are made a part of this contract and supersede any conflicting
4 provisions of the 2014 Standard Specifications for Road, Bridge, and Municipal Construction, and
5 the foregoing Amendments to the Standard Specifications.

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

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

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

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

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

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

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

38 **SPECIAL PROVISIONS**

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

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

43 (*****)
44 This contract provides for the production, stockpiling and loading of *** Crushed Screenings, ***
45 and other work, all in accordance with these Contract Provisions, and the Standard Specifications.
46

47 **1-02, BID PROCEDURES AND CONDITIONS**

1 **1-02.1 Prequalification of Bidders**

2
3 Delete this Section and replace it with the following:

4
5 **1-02.1 Qualifications of Bidder**
6 *(January 24, 2011 APWA GSP)*

7
8 Before award of a public works contract, a bidder must meet at least the minimum qualifications
9 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a
10 public works project.

11
12 **1-02.2 Plans and Specifications**

13 *(*****)*

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

15
16 Copies of the plans, specifications and soils information are on file in the office of:

17
18 Lewis County Public Works Department
19 2025 NE Kresky Ave.
20 Chehalis, Washington 98532
21 (360) 740-2612

22
23 The second paragraph of section 1-02.2 is revised to read:

24
25 Prospective bidders may obtain plans and specifications from Lewis County Public
26 Works Department in Chehalis, Washington or download from Lewis County Website at
27 www.lewiscountywa.gov.

28
29 **1-02.6 Preparation Of Proposal**

30 *(August 2, 2004)*

31
32 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

33
34 **1-02.12 Public Opening Of Proposal**

35 *(*****)*

36 Section 1-02.12 is supplemented with the following:

37
38 **Date and Time of Bid Opening**

39 The Board of County Commissioners of Lewis County or designee, will open sealed
40 proposals and publicly read them aloud on or after 11:30 a.m. on **February 9, 2016**, at
41 the Lewis County Courthouse, Chehalis, Washington, for the 2016 Rock Proposal.

42
43 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
44 **11:00 A.M. on Tuesday, February 9, 2016**

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

47
48 **Delivery and Marking of Sealed Bid Proposals**

49 Sealed proposals must be delivered to the Clerk of the Board of Lewis County
50 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington
51 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope
52 clearly marked: **“SEALED BID FOR THE 2016 ROCK PROPOSAL, TO BE OPENED**
53 **ON OR AFTER 11:30 A.M. ON FEBRUARY 9, 2016.”**

1 **1-02.13 Irregular Proposals**

2 *(March 13, 2012 APWA GSP)*

3
4 Revise item 1 to read:

- 5
- 6 1. A proposal will be considered irregular and will be rejected if:
- 7 a. The Bidder is not prequalified when so required;
- 8 b. The authorized proposal form furnished by the Contracting Agency is not used or is
- 9 altered;
- 10 c. The completed proposal form contains any unauthorized additions, deletions,
- 11 alternate Bids, or conditions;
- 12 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter
- 13 into the Contract;
- 14 e. A price per unit cannot be determined from the Bid Proposal;
- 15 f. The Proposal form is not properly executed;
- 16 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
- 17 required in Section 1-02.6;
- 18 h. The Bidder fails to submit or properly complete a Disadvantaged Business
- 19 Enterprise Certification, if applicable, as required in Section 1-02.6;
- 20 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
- 21 Bidder’s completed DBE Utilization Certification that they are in agreement with the
- 22 bidders DBE participation commitment, if applicable, as required in Section 1-02.6,
- 23 or if the written confirmation that is submitted fails to meet the requirements of the
- 24 Special Provisions;
- 25 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
- 26 required in Section 1-02.6, or if the documentation that is submitted fails to
- 27 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- 28 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
- 29 material terms of the Bid invitation; or
- 30 l. More than one proposal is submitted for the same project from a Bidder under the
- 31 same or different names.

32
33 **1-02.14 Disqualification of Bidders**

34 *(March 8, 2013 APWA GSP, Option B)*

35
36 Delete this Section and replace it with the following:

37
38
39 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
40 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following
41 Supplemental Criteria:

42
43 1. **Delinquent State Taxes**

- 44
- 45 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
- 46 Department of Revenue without a payment plan approved by the Department of
- 47 Revenue.
- 48
- 49 B. Documentation: The Bidder shall not be listed on the Washington State
- 50 Department of Revenue’s “Delinquent Taxpayer List” website:
- 51 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so

1 listed, they must submit a written payment plan approved by the Department of
2 Revenue, to the Contracting Agency by the deadline listed below.

3
4 **2. Federal Debarment**

- 5
6 A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal
7 government.
8
9 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on
10 the U.S. government’s “System for Award Management” database
11 (www.sam.gov).
12

13 **3. Subcontractor Responsibility**

- 14
15 A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor
16 responsibility language required by RCW 39.06.020, and the Bidder shall have an
17 established procedure which it utilizes to validate the responsibility of each of its
18 subcontractors. The Bidder’s subcontract form shall also include a requirement
19 that each of its subcontractors shall have and document a similar procedure to
20 determine whether the sub-tier subcontractors with whom it contracts are also
21 “responsible” subcontractors as defined by RCW 39.06.020.
22
23 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
24 copy of its standard subcontract form for review by the Contracting Agency, and a
25 written description of its procedure for validating the responsibility of
26 subcontractors with which it contracts.
27

28 **4. Prevailing Wages**

- 29
30 A. Criterion: The Bidder shall not have a record of prevailing wage violations as
31 determined by WA Labor & Industries in the five years prior to the bid submittal
32 date, that demonstrates a pattern of failing to pay workers prevailing wages,
33 unless there are extenuating circumstances and such circumstances are deemed
34 acceptable to the Contracting Agency.
35
36 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
37 list of all prevailing wage violations in the five years prior to the bid submittal date,
38 along with an explanation of each violation and how it was resolved. The
39 Contracting Agency will evaluate these explanations and the resolution of each
40 complaint to determine whether the violation demonstrate a pattern of failing to
41 pay its workers prevailing wages as required.
42

43 **5. Claims Against Retainage and Bonds**

- 44
45 A. Criterion: The Bidder shall not have a record of excessive claims filed against the
46 retainage or payment bonds for public works projects in the three years prior to
47 the bid submittal date, that demonstrate a lack of effective management by the
48 Bidder of making timely and appropriate payments to its subcontractors, suppliers,
49 and workers, unless there are extenuating circumstances and such circumstances
50 are deemed acceptable to the Contracting Agency.
51
52 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
53 list of the public works projects completed in the three years prior to the bid

1 submittal date that have had claims against retainage and bonds and include for
2 each project the following information:

- 3
- 4 • Name of project
- 5 • The owner and contact information for the owner;
- 6 • A list of claims filed against the retainage and/or payment bond for any of
- 7 the projects listed;
- 8 • A written explanation of the circumstances surrounding each claim and the
- 9 ultimate resolution of the claim.

10

11 **6. Public Bidding Crime**

- 12
- 13 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
- 14 involving bidding on a public works contract in the five years prior to the bid
- 15 submittal date.
- 16
- 17 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 18 statement (on a form to be provided by the Contracting Agency) that the Bidder
- 19 and/or its owners have not been convicted of a crime involving bidding on a public
- 20 works contract.

21

22 **7. Termination for Cause / Termination for Default**

- 23
- 24 A. Criterion: The Bidder shall not have had any public works contract terminated for
- 25 cause or terminated for default by a government agency in the five years prior to
- 26 the bid submittal date, unless there are extenuating circumstances and such
- 27 circumstances are deemed acceptable to the Contracting Agency.
- 28
- 29 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 30 statement (on a form to be provided by the Contracting Agency) that the Bidder
- 31 has not had any public works contract terminated for cause or terminated for
- 32 default by a government agency in the five years prior to the bid submittal date; or
- 33 if Bidder was terminated, describe the circumstances. .

34

35 **8. Lawsuits**

- 36
- 37 A. Criterion: The Bidder shall not have lawsuits with judgments entered against the
- 38 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
- 39 failing to meet the terms of contracts, unless there are extenuating circumstances
- 40 and such circumstances are deemed acceptable to the Contracting Agency
- 41
- 42 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 43 statement (on a form to be provided by the Contracting Agency) that the Bidder
- 44 has not had any lawsuits with judgments entered against the Bidder in the five
- 45 years prior to the bid submittal date that demonstrate a pattern of failing to meet
- 46 the terms of contracts, or shall submit a list of all lawsuits with judgments entered
- 47 against the Bidder in the five years prior to the bid submittal date, along with a
- 48 written explanation of the circumstances surrounding each such lawsuit. The
- 49 Contracting Agency shall evaluate these explanations to determine whether the
- 50 lawsuits demonstrate a pattern of failing to meet of terms of construction related
- 51 contracts
- 52

1 As evidence that the Bidder meets the mandatory and supplemental responsibility criteria
2 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by
3 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written
4 statement verifying that the Bidder meets all of the mandatory and supplemental criteria
5 together with supporting documentation including but not limited to that detailed above
6 (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all
7 mandatory and supplemental responsibility criteria. The Contracting Agency reserves the
8 right to request such documentation from other Bidders as well, and to request further
9 documentation as needed to assess Bidder responsibility. The Contracting Agency also
10 reserves the right to obtain information from third-parties and independent sources of
11 information concerning a Bidder's compliance with the mandatory and supplemental criteria,
12 and to use that information in their evaluation. The Contracting Agency may (but is not
13 required to) consider mitigating factors in determining whether the Bidder complies with the
14 requirements of the supplemental criteria.

15
16 The basis for evaluation of Bidder compliance with these mandatory and supplemental
17 criteria shall include any documents or facts obtained by Contracting Agency (whether from
18 the Bidder or third parties) including but not limited to: (i) financial, historical, or operational
19 data from the Bidder; (ii) information obtained directly by the Contracting Agency from others
20 for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any
21 additional information obtained by the Contracting Agency which is believed to be relevant to
22 the matter.

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

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

43
44 **1-02.15 Pre Award Information**
45 (August 14, 2013 APWA GSP)

46
47 Revise this section to read:

48
49 Before awarding any contract, the Contracting Agency may require one or more of these items
50 or actions of the apparent lowest responsible bidder:

- 51 1. A complete statement of the origin, composition, and manufacture of any or all materials to
52 be used,

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

1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(*****)

Section 1-03.1 is supplemented with the following:

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

- The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:
1. Be on Contracting Agency-furnished form(s);
 2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

- 1 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
2 bond; and
- 3 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
4 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the
5 president or vice president, unless accompanied by written proof of the authority of the
6 individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of
7 attorney, or a letter to such effect signed by the president or vice president).

9 **1-05, CONTROL OF WORK**

10 **1-05.7 Removal of Defective and Unauthorized Work**

11 *(October 1, 2005 APWA GSP)*

12
13 Supplement this section with the following:

14
15 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
16 written notice from the Engineer, or fails to perform any part of the work required by the
17 Contract Documents, the Engineer may correct and remedy such work as may be identified in
18 the written notice, with Contracting Agency forces or by such other means as the Contracting
19 Agency may deem necessary.

20
21 If the Contractor fails to comply with a written order to remedy what the Engineer determines to
22 be an emergency situation, the Engineer may have the defective and unauthorized work
23 corrected immediately, have the rejected work removed and replaced, or have work the
24 Contractor refuses to perform completed by using Contracting Agency or other forces. An
25 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy
26 could be potentially unsafe, or might cause serious risk of loss or damage to the public.

27
28 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
29 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
30 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or
31 to become due, the Contractor. Such direct and indirect costs shall include in particular, but
32 without limitation, compensation for additional professional services required, and costs for
33 repair and replacement of work of others destroyed or damaged by correction, removal, or
34 replacement of the Contractor's unauthorized work.

35
36 No adjustment in contract time or compensation will be allowed because of the delay in the
37 performance of the work attributable to the exercise of the Contracting Agency's rights provided
38 by this Section.

39
40 The rights exercised under the provisions of this section shall not diminish the Contracting
41 Agency's right to pursue any other avenue for additional remedy or damages with respect to
42 the Contractor's failure to perform the work as required.

43 **1-05.13 Superintendents, Labor and Equipment of Contractor**

44 *(August 14, 2013 APWA GSP)*

45
46 Delete the sixth and seventh paragraphs of this section.

47 **1-05.15 Method of Serving Notices**

48 *(March 25, 2009 APWA GSP)*

49
50 Revise the second paragraph to read:

1
2 All correspondence from the Contractor shall be directed to the Project Engineer. All
3 correspondence from the Contractor constituting any notification, notice of protest, notice of
4 dispute, or other correspondence constituting notification required to be furnished under the
5 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
6 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
7 correspondence will not constitute such notice and will not comply with the requirements of the
8 Contract.
9

10 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

11 **1-07.2 State Taxes**

12 Section 1-07.2 is supplemented with the following:

13
14 (March 13, 1995)

15 The work on this contract is to be performed upon lands whose ownership obligates the
16 Contractor to collect State sales tax from the Contracting Agency. The provisions of Section
17 1-07.2(2) apply.
18

19 The third paragraph of Section 1-07.2 is revised to read:

20
21 (June 27, 2011)

22 The Contracting Agency will release the Contract Bond only if the Contractor has obtained
23 from the State Department of Revenue a certificate showing that all Contract-related taxes
24 have been paid.
25

26 **1-07.7 Load Limits**

27 Section 1-07.7 is supplemented with the following:

28
29 (*****)

30 The Contractor shall provide a list of trucks and gross legal weights.
31

32 (*****)

33 If the sources of materials provided by the Contractor necessitate hauling over roads other
34 than County roads, the Contractor shall, at the Contractor's expense, make all arrangements
35 for the use of the haul routes including all necessary local permits.
36

37 **1-07.9 Wages**

38 **1-07.9(1) General**

39
40 (*****)

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

42 (April 2, 2007)

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

44
45
46 State prevailing wage rates for public works contracts are included in this contract and show a
47 separate listing for the occupation:
48

49 Landscape Construction, which includes several different occupation descriptions such as:
50 Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators,
51 and Landscaping or Planting Laborers.

1
2 In addition, federal wage rates that are included in this contract may also include occupation
3 descriptions in Federal Occupational groups for work also specifically identified with landscaping
4 such as:

5
6 Laborers with the occupation description, Landscaping or Planting, or

7
8 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

9
10 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
11 Federal wage rates for all occupation descriptions, specific or general, must be considered and
12 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
13 becomes the minimum wage rate for the work performed in that occupation.

14
15 Contractors are responsible for determining the appropriate crafts necessary to perform the
16 contract work. If a classification considered necessary for performance of the work is missing from
17 the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request
18 for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit
19 Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate
20 available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project
21 Engineer's office. The presence of a classification wage on the Washington State Prevailing Wage
22 Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of
23 determining a federal classification wage rate.

24
25 (*****)

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

29 30 **1-07.11 Requirements For Nondiscrimination**

31 Section 1-07.11 is supplemented with the following:

32
33 (August 5, 2013)

34 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
35 11246)

- 36
37 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard
38 Federal Equal Employment Opportunity Construction Contract Specifications set forth
39 herein.
40
41 2. The goals and timetables for minority and female participation set by the Office of Federal
42 Contract Compliance Programs, expressed in percentage terms for the Contractor's
43 aggregate work force in each construction craft and in each trade on all construction work
44 in the covered area, are as follows:

45 46 Women - Statewide

47 48 Timetable

49 Until further notice

47 48 Goal

49 6.9%

50
51 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,	
7	WA Pend Oreille; WA Stevens; WA Whitman.	
8		
9	Richland, WA	
10	SMSA Counties:	
11	Richland Kennewick, WA	5.4
12	WA Benton; WA Franklin.	
13	Non-SMSA Counties	3.6
14	WA Walla Walla.	
15		
16	Yakima, WA:	
17	SMSA Counties:	
18	Yakima, WA	9.7
19	WA Yakima.	
20	Non-SMSA Counties	7.2
21	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
22		
23	Seattle, WA:	
24	SMSA Counties:	
25	Seattle Everett, WA	7.2
26	WA King; WA Snohomish.	
27	Tacoma, WA	6.2
28	WA Pierce.	
29	Non-SMSA Counties	6.1
30	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
31	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA	
32	Whatcom.	
33		
34	Portland, OR:	
35	SMSA Counties:	
36	Portland, OR-WA	4.5
37	WA Clark.	
38	Non-SMSA Counties	3.8
39	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

40

41 These goals are applicable to each nonexempt Contractor's total on-site construction

42 workforce, regardless of whether or not part of that workforce is performing work on a

43 Federal, or federally assisted project, contract, or subcontract until further notice.

44 Compliance with these goals and time tables is enforced by the Office of Federal Contract

45 compliance Programs.

46

47 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part

48 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific

49 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a),

50 and its efforts to meet the goals. The hours of minority and female employment and

51 training must be substantially uniform throughout the length of the contract, in each

52 construction craft and in each trade, and the Contractor shall make a good faith effort to

53 employ minorities and women evenly on each of its projects. The transfer of minority or

1 female employees or trainees from Contractor to Contractor or from project to project for
2 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the
3 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will
4 be measured against the total work hours performed.

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

14
15 U.S. Department of Labor
16 Office of Federal Contract Compliance Programs Pacific Region
17 Attn: Regional Director
18 San Francisco Federal Building
19 90 – 7th Street, Suite 18-300
20 San Francisco, CA 94103(415) 625-7800 Phone
21 (415) 625-7799 Fax

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

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

28
29 Standard Federal Equal Employment Opportunity Construction Contract Specifications
30 (Executive Order 11246)

- 31
32 1. As used in these specifications:

- 33
34 a. Covered Area means the geographical area described in the solicitation from
35 which this contract resulted;
- 36
37 b. Director means Director, Office of Federal Contract Compliance Programs,
38 United States Department of Labor, or any person to whom the Director
39 delegates authority;
- 40
41 c. Employer Identification Number means the Federal Social Security number used
42 on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department
43 Form 941;
- 44
45 d. Minority includes:
- 46
47 (1) Black, a person having origins in any of the Black Racial Groups of
48 Africa.
- 49
50 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
51 Mexican, Puerto Rican, Cuban, Central American, South American, or
52 other Spanish origin.
- 53

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

4
5 (4) American Indian or Alaskan Native, a person having origins in any of
6 the original peoples of North America, and who maintain cultural
7 identification through tribal affiliation or community recognition.
8

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

1 document these efforts fully, and shall implement affirmative action steps at least as
2 extensive as the following:

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

1 personnel such as Superintendents, General Foremen, etc., prior to the initiation
2 of construction work at any job site. A written record shall be made and
3 maintained identifying the time and place of these meetings, persons attending,
4 subject matter discussed, and disposition of the subject matter.
5

- 6 h. Disseminate the Contractor's EEO policy externally by including it in any
7 advertising in the news media, specifically including minority and female news
8 media, and providing written notification to and discussing the Contractor's EEO
9 policy with other Contractors and Subcontractors with whom the Contractor does
10 or anticipates doing business.
11
- 12 i. Direct its recruitment efforts, both oral and written to minority, female and
13 community organizations, to schools with minority and female students and to
14 minority and female recruitment and training organizations serving the
15 Contractor's recruitment area and employment needs. Not later than one month
16 prior to the date for the acceptance of applications for apprenticeship or other
17 training by any recruitment source, the Contractor shall send written notification
18 to organizations such as the above, describing the openings, screening
19 procedures, and tests to be used in the selection process.
20
- 21 j. Encourage present minority and female employees to recruit other minority
22 persons and women and where reasonable, provide after school, summer and
23 vacation employment to minority and female youth both on the site and in other
24 areas of a Contractor's work force.
25
- 26 k. Validate all tests and other selection requirements where there is an obligation to
27 do so under 41 CFR Part 60-3.
28
- 29 l. Conduct, at least annually, an inventory and evaluation of all minority and female
30 personnel for promotional opportunities and encourage these employees to seek
31 or to prepare for, through appropriate training, etc., such opportunities.
32
- 33 m. Ensure that seniority practices, job classifications, work assignments and other
34 personnel practices, do not have a discriminatory effect by continually monitoring
35 all personnel and employment related activities to ensure that the EEO policy
36 and the Contractor's obligations under these specifications are being carried out.
37
- 38 n. Ensure that all facilities and company activities are nonsegregated except that
39 separate or single-user toilet and necessary changing facilities shall be provided
40 to assure privacy between the sexes.
41
- 42 o. Document and maintain a record of all solicitations of offers for subcontracts
43 from minority and female construction contractors and suppliers, including
44 circulation of solicitations to minority and female contractor associations and
45 other business associations.
46
- 47 p. Conduct a review, at least annually, of all supervisors' adherence to and
48 performance under the Contractor's EEO policies and affirmative action
49 obligations.
50

- 51 8. Contractors are encouraged to participate in voluntary associations which assist in
52 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of
53 a contractor association, joint contractor-union, contractor-community, or other similar

1 group of which the Contractor is a member and participant, may be asserted as fulfilling
2 any one or more of the obligations under 7a through 7p of this Special Provision provided
3 that the Contractor actively participates in the group, makes every effort to assure that the
4 group has a positive impact on the employment of minorities and women in the industry,
5 ensure that the concrete benefits of the program are reflected in the Contractor's minority
6 and female work-force participation, makes a good faith effort to meet its individual goals
7 and timetables, and can provide access to documentation which demonstrate the
8 effectiveness of actions taken on behalf of the Contractor. The obligation to comply,
9 however, is the Contractor's and failure of such a group to fulfill an obligation shall not be
10 a defense for the Contractor's noncompliance.

- 11
- 12 9. A single goal for minorities and a separate single goal for women have been established.
13 The Contractor, however, is required to provide equal employment opportunity and to take
14 affirmative action for all minority groups, both male and female, and all women, both
15 minority and non-minority. Consequently, the Contractor may be in violation of the
16 Executive Order if a particular group is employed in substantially disparate manner (for
17 example, even though the Contractor has achieved its goals for women generally, the
18 Contractor may be in violation of the Executive Order if a specific minority group of
19 women is underutilized).
- 20
- 21 10. The Contractor shall not use the goals and timetables or affirmative action standards to
22 discriminate against any person because of race, color, religion, sex, or national origin.
- 23
- 24 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
25 Government contracts pursuant to Executive Order 11246.
- 26
- 27 12. The Contractor shall carry out such sanctions and penalties for violation of these
28 specifications and of the Equal Opportunity Clause, including suspensions, terminations
29 and cancellations of existing subcontracts as may be imposed or ordered pursuant to
30 Executive Order 11246, as amended, and its implementing regulations by the Office of
31 Federal Contract Compliance Programs. Any Contractor who fails to carry out such
32 sanctions and penalties shall be in violation of these specifications and Executive Order
33 11246, as amended.
- 34
- 35 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
36 specific affirmative action steps, at least as extensive as those standards prescribed in
37 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to
38 ensure equal employment opportunity. If the Contractor fails to comply with the
39 requirements of the Executive Order, the implementing regulations, or these
40 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 41
- 42 14. The Contractor shall designate a responsible official to monitor all employment related
43 activity to ensure that the company EEO policy is being carried out, to submit reports
44 relating to the provisions hereof as may be required by the government and to keep
45 records. Records shall at least include, for each employee, their name, address,
46 telephone numbers, construction trade, union affiliation if any, employee identification
47 number when assigned, social security number, race, sex, status (e.g., mechanic,
48 apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per
49 week in the indicated trade, rate of pay, and locations at which the work was performed.
50 Records shall be maintained in an easily understandable and retrievable form; however,
51 to the degree that existing records satisfy this requirement, the Contractors will not be
52 required to maintain separate records.
- 53

- 1 15. Nothing herein provided shall be construed as a limitation upon the application of other
2 laws which establish different standards of compliance or upon the application of
3 requirements for the hiring of local or other area residents (e.g., those under the Public
4 Works Employment Act of 1977 and the Community Development Block Grant Program).
5
6 16. Additional assistance for Federal Construction Contractors on contracts administered by
7 Washington State Department of Transportation or by Local Agencies may be found at:

8
9 Washington State Dept. of Transportation
10 Office of Equal Opportunity
11 PO Box 47314
12 310 Maple Park Ave. SE
13 Olympia WA
14 98504-7314
15 Ph: 360-705-7090
16 Fax: 360-705-6801
17 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
18

19 **1-07.18 Public Liability and Property Damage Insurance**

20
21 Delete this section in its entirety, and replace it with the following:
22

23 **1-07.18 Insurance**

24 (January 24, 2011 APWA GSP)
25

26 **1-07.18(1) General Requirements**

- 27 A. The Contractor shall obtain the insurance described in this section from insurers approved
28 by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be
29 provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide,
30 which is licensed to do business in the state of Washington (or issued as a surplus line by a
31 Washington Surplus lines broker). The Contracting Agency reserves the right to approve or
32 reject the insurance provided, based on the insurer (including financial condition), terms
33 and coverage, the Certificate of Insurance, and/or endorsements.
34
35 B. The Contractor shall keep this insurance in force during the term of the contract and for
36 thirty (30) days after the Physical Completion date, unless otherwise indicated (see C.
37 below).
38
39 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
40 subsequent renewals, shall be no later than the effective date of this Contract. The policy
41 shall state that coverage is claims made, and state the retroactive date. Claims-made form
42 coverage shall be maintained by the Contractor for a minimum of 36 months following the
43 Final Completion or earlier termination of this contract, and the Contractor shall annually
44 provide the Contracting Agency with proof of renewal. If renewal of the claims made form
45 of coverage becomes unavailable, or economically prohibitive, the Contractor shall
46 purchase an extended reporting period ("tail") or execute another form of guarantee
47 acceptable to the Contracting Agency to assure financial responsibility for liability for
48 services performed.
49
50 D. The insurance policies shall contain a "cross liability" provision.
51

- 1 E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-
2 contributory insurance as respects the Contracting Agency's insurance, self-insurance, or
3 insurance pool coverage.
4
- 5 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written
6 notice of any policy cancellation, within two business days of their receipt of such notice.
7
- 8 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified
9 copy of the insurance policy(s).
10
- 11 H. The Contractor shall not begin work under the contract until the required insurance has
12 been obtained and approved by the Contracting Agency.
13
- 14 I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
15 material breach of contract, upon which the Contracting Agency may, after giving five
16 business days' notice to the Contractor to correct the breach, immediately terminate the
17 contract or, at its discretion, procure or renew such insurance and pay any and all
18 premiums in connection therewith, with any sums so expended to be repaid to the
19 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset
20 against funds due the Contractor from the Contracting Agency.
21
- 22 J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
23 the contract and no additional payment will be made.
24

25 **1-07.18(2) Additional Insured**

26 All insurance policies, with the exception of Professional Liability and Workers Compensation,
27 shall name the following listed entities as additional insured(s):
28

29 the Contracting Agency and its officers, elected officials, employees, agents, and volunteers.
30

31 The above-listed entities shall be additional insured(s) for the full available limits of liability
32 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective
33 of whether such limits maintained by the Contractor are greater than those required by this
34 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
35 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
36

37 **1-07.18(3) Subcontractors**

38 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a
39 minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the
40 Contracting Agency, the Contractor shall provide evidence of such insurance.
41

42 **1-07.18(4) Evidence of Insurance**

43 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
44 endorsements for each policy of insurance meeting the requirements set forth herein when the
45 Contractor delivers the signed Contract for the work. The certificate and endorsements must
46 conform to the following requirements:
47

- 48 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 49 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
50 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may
51 submit a copy of any blanket additional insured clause from its policies instead of a
52 separate endorsement. A statement of additional insured status on an ACORD
53 Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1
2 **1-07.18(5) Coverages and Limits**

3 The insurance shall provide the minimum coverages and limits set forth below. Providing
4 coverage in these stated minimum limits shall not be construed to relieve the Contractor from
5 liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
6 and are subject to approval by the Contracting Agency. The cost of any claim payments
7 falling within the deductible shall be the responsibility of the Contractor.
8

9 **1-07.18(5)A Commercial General Liability**

10 A policy of Commercial General Liability Insurance, including:

- 11
12 Per project aggregate
13 Premises/Operations Liability
14 Products/Completed Operations – for a period of one year following final acceptance of the
15 work.
16 Personal/Advertising Injury
17 Contractual Liability
18 Independent Contractors Liability
19 Stop Gap / Employers’ Liability
20 Explosion, Collapse, or Underground Property Damage (XCU)
21 Blasting (only required when the Contractor’s work under this Contract includes exposures
22 to which this specified coverage responds)
23

24 Such policy must provide the following minimum limits:

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

25 Stop Gap / Employers’ Liability

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

26
27 **1-07.18(5)B Automobile Liability**

28 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
29 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported.
30 Such policy(ies) must provide the following minimum limit:
31

\$1,000,000	combined single limit
-------------	-----------------------

32
33 **1-07.18(5)C Workers’ Compensation**

34 The Contractor shall comply with Workers’ Compensation coverage as required by the
35 Industrial Insurance laws of the state of Washington.
36

37 **1-08, PROSECUTION AND PROGRESS**

38 **1-08.0 Preliminary Matters**

39 (May 25, 2006 APWA GSP)

40 Add the following new section:
41

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

2 (October 10, 2008 APWA GSP)

3
4 Prior to the Contractor beginning the work, a preconstruction conference will be held between the
5 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the
6 preconstruction conference will be:

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

15
16 The Contractor shall prepare and submit at the preconstruction conference the following:

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

20
21 **1-08.1 Subcontracting**

22 (July 23, 2015 APWA GSP)

23 Section 1-08.1 is supplemented with the following:

24
25 Delete the eighth paragraph and replace it with the following:

26
27 On all projects funded with federal assistance the Contractor shall submit "Quarterly Report of
28 Amounts Credited as DBE Participation" (form 422-102 EF) on a quarterly basis, in which DBE
29 Work is accomplished, for every quarter in which the Contract is active or upon completion of
30 the project, as appropriate. The quarterly reports are due on the 20th of April, July, October,
31 and January for the four respective quarters.

32
33 (October 12, 1998)

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

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

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

48
49 The Contractor's records pertaining to the requirements of this Special Provision shall be open
50 to inspection or audit by representatives of the Contracting Agency during the life of the
51 contract and for a period of not less than three years after the date of acceptance of the
52 contract. The Contractor shall retain these records for that period. The Contractor shall also

1 guarantee that these records of all Subcontractors and lower tier Subcontractors shall be
2 available and open to similar inspection or audit for the same time period.

3
4 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

5 Section 1-08.1(1) is revised to read:

6
7 (June 27, 2011)

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

9
10 **Requirements**

- 11 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not
12 later than ten (10) days after receipt of payment from the Contracting Agency for
13 work satisfactorily completed by the Subcontractor, to the extent of each
14 Subcontractor's interest therein.
- 15
16 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor
17 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 18
19 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when
20 all task and requirements of the Subcontract have been accomplished and including
21 any required documentation and material testing.
- 22
23 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements
24 may result in one or more of the following:
 - 25 a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - 26
27 b. Failure to comply shall be reflected in the Prime Contractor's Performance
28 Evaluation
 - 29
30 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
 - 31
32 d. Other sanctions as provided by the subcontractor or by law under applicable
33 prompt pay statutes.

34
35
36 **Conditions**

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

41
42 **Payment**

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

46
47 **1-08.3 Progress Schedule**

48 (*****)

49 Section 1-08.3 is changed as follows:

50 The first paragraph is deleted.

51
52 The second paragraph is revised to read as follows:

1
2 The progress schedule shall be submitted to the Engineer at least two (2) working days
3 prior to the preconstruction conference. This schedule and any supplemental schedule
4 shall show: (1) physical completion of all work within the specified contract time, (2) the
5 proposed order of work, and (3) projected starting and completion times for major phases of
6 the work and for the total project.

7
8 The Contractor shall use a critical path diagram, bar graph, or similar type method to
9 develop the schedule.

10
11 The Contractor shall provide both paper and electronic copies of the schedule when
12 requested.

13
14 The third paragraph is deleted.

15 16 **Contractor's Weekly Activities**

17 (*****)

18 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall
19 indicate the Contractor's proposed activities for the forthcoming week along with the hours
20 of work. This will permit the Engineer to more effectively provide the contract engineering
21 and inspection for the Contractor's operations.

22
23 The written weekly activity schedule shall be submitted to the Engineer or a designated
24 assistant before the end of the last shift on the next to the last working day of the week
25 preceding the indicated activities, or other mutually agreeable time.

26
27 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
28 sequence differing from that which has been shown on the schedule, the Engineer may
29 require the Contractor to delay unscheduled activities until they are included on a
30 subsequent weekly activity schedule.

31
32 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a
33 summary of project activities to the Engineer. The summary of activities shall include a
34 report of the nature and progress of each of the major activities that were advanced on the
35 project within the previous week.

36 37 **1-08.4 Prosecution of Work**

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

40 41 **1-08.4 Notice to Proceed and Prosecution of Work** 42 *(July 23, 2015 APWA GSP)*

43
44 Notice to Proceed will be given after the contract has been executed and the contract bond and
45 evidence of insurance have been approved and filed by the Contracting Agency. The
46 Contractor shall not commence with the work until the Notice to Proceed has been given by the
47 Engineer. The Contractor shall commence construction activities on the project site within ten
48 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
49 diligently pursue the work to the physical completion date within the time specified in the
50 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
51 Contractor of the responsibility to complete the work within the time(s) specified in the contract.
52

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

8 9 **1-08.5 Time for Completion**

10 Section 1-08.5 is supplemented with the following:

11 (*****)

12 All Crushed Screenings shall be stockpiled by May 15, 2016.

14 15 **1-08.8 Extensions of Time**

16 (*****)

17 Section 1-08.8 is deleted and replaced with the following:

18 No Extensions of Time will be considered.

20 21 **1-08.9 Liquidated Damages**

22 (*****)

23 Paragraph two of Section 1-08.9 is deleted and replaced with the following:

24
25 The Contractor agrees to pay \$500.00 per day for each day beyond the physical completion date
26 of June 6, 2016 for the Crushed Screenings quantities.

28 **1-09, MEASUREMENT AND PAYMENT**

29 30 **1-09.2 Weighing Equipment**

31 **1-09.2(1) General Requirements for Weighing Equipment**

32 Section 1-09.2(1) is revised to read as follows:

33 (January 3, 2011)

34 Unless otherwise specified any highway or bridge construction materials to be
35 proportioned or measured and paid for by weight, shall be weighed on scales. The
36 Contractor shall provide, set up, operate and maintain the scales necessary to perform
37 the weighing or shall designate permanently installed, certified commercial scales for the
38 purpose. Each truck to be weighed shall bear a unique identification number. This
39 number shall be legible and in plain view of both the scale operator and the person
40 receiving the material at the jobsite.

41
42 Scales provided or designated by the Contractor shall be accurate to within one-half of
43 one percent of the correct weight throughout the range of use. If platform scales are
44 used, each platform scale shall be able to weigh the entire hauling vehicle or combination
45 of connected vehicles at one time. No part of the vehicle or vehicle combination will be
46 permitted off the platform as it is weighed.

47
48 An agent of the scale manufacturer shall test and service any scale before its use at each
49 new site and then at 6-month intervals. The Contractor shall provide the Engineer a copy
50 of the final results after each test.
51

1
2 All initial weighing at the dispatch site or at another site approved by the Engineer shall be
3 performed by a Contractor employee or by another person designated by the Contractor.
4 The designated weigher shall prepare a weigh or load ticket to accompany each load.
5 Each ticket shall contain the truck identification number, the date and time of weighing the
6 load, a description of the material being weighed and the signature or initials of the
7 weigher.

8
9 Each weigh or load ticket shall also contain a determination of the net weight of the load.
10 This shall be a reading from any device which weighs as material is loaded or a
11 calculation including gross weight and tare weight when the method of loading does not
12 include weighing. It shall also identify the weighed material. When used, tare weights
13 shall be taken of each hauling vehicle at least once each day. The ticket shall be
14 provided to the inspector at the jobsite immediately after the material is delivered. A
15 record of each day's tare weights shall be furnished to the Project Engineer daily using
16 Form 422-027 EF, or on an alternate form approved by the Project Engineer.

17
18 The vehicle operator shall deliver the ticket to the material receiver at the material delivery
19 point. The material delivery point is defined as the location where the material is
20 incorporated into the permanent work.

21
22 Except as noted below, all weighing shall be subject to confirmation testing through
23 random checks made with a second, separate scale. The secondary scale shall be
24 described in the contract provisions, either as a designated independent commercial
25 scale or as a platform scale installed by the Contractor at a location named in the
26 provisions. The inspector will select loaded trucks at random and weigh them with the
27 secondary scale. The same trucks will be weighed empty when the tested load has been
28 delivered.

29
30 The frequency of confirmation testing will be such that at least one test weekly is
31 performed for each weighed contract item of work being performed during that week.
32 Confirmation testing will not be routinely conducted for small quantities of weighed
33 material. A small quantity shall be defined as one who's estimated proposal quantity,
34 multiplied by its unit price, has a value of less than \$20,000. The inspector may choose
35 to apply confirmation testing to a minor quantity item if, in the inspector's judgment, there
36 is reason to suspect that the ticket weight might be incorrect.

37 38 **1-09.2(5) Measurement**

39 Section 1-09.2(5) is revised to read as follows:

40
41 (January 3, 2011)

42 If confirmation testing shows the initial scale has been underweighing, the on-site
43 representative of the Contractor shall be notified. The Contractor shall not be compensated
44 for any loss from underweighing.

45
46 If the initial scale has been overweighing, the on-site representative of the Contractor shall be
47 notified and the Contracting Agency will calculate a price adjustment as follows:

48
49 The combined weight of all materials weighed after the last test showing accurate results
50 through the load preceding the next confirmation test shall be calculated. This combined
51 weight will then be reduced by the percentage of weighing error that exceeds one-half of
52 one percent. If subsequent confirmation tests continue to show overweighing, then the
53 highest correction factor calculated from all tests shall be applied to all loads weighed

1 after the last successful test and before a new confirmation test that shows accurate
2 results.

3
4 If the specifications and plans require weight measurement for minor construction items, the
5 Contractor may request permission to convert volume to weight. If the Engineer approves, an
6 agreed factor may be used to make this conversion.

7
8 **1-09.2(6) Payment**

9 Section 1-09.2(6) is revised to read as follows:

10
11 (January 3, 2011)

12 Unless otherwise specified, the Contracting Agency will pay for no materials received by
13 weight unless they have been weighed in accordance with the requirements of this
14 section.

15
16 Unit contract prices for the various pay items of the project cover all costs related to
17 weighing and proportioning materials for payment. These costs include those for
18 furnishing, installing, certifying, maintaining and operating scales for initial weighing, those
19 for extra haul distance and time involved in complying with confirmation testing
20 requirements, and those for any other related item specified in this section.

21
22 **1-09.9 Payments**

23 *(March 13, 2012 APWA GSP)*

24
25 Delete the first four paragraphs and replace them with the following:

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

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

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

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

46
47 The value of the progress estimate will be the sum of the following:

- 48 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
49 completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum breakdown for that item, or absent such a breakdown, based on the Engineer’s determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

1-09.9(1) Retainage

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(July 23, 2015 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

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

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

1 The Contractor and the Contracting Agency mutually agree that those claims that total
2 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
3 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
4 agree in writing to resolve the claim through binding arbitration.

5
6 **1-09.13(3)A Administration of Arbitration**
7 *(July 23, 2015 APWA GSP)*

8
9 Revise the third paragraph to read:

10
11 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
12 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
13 Superior Court of the county in which the Contracting Agency's headquarters is located,
14 provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05
15 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the
16 specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a
17 basis for decisions.

18
19 **1-09.13(4) Claims in Excess of \$250,000**

20
21 Section 1-09.13(4) is hereby deleted.

22
23 **CLAIMS RESOLUTION**

24 *(*****)*

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

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

- 52
53 1. The name, business address and contact telephone number of each witness who

1 will testify at the hearing.

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

17
18 b) The arbitration hearing shall be conducted at a location within Lewis County,
19 Washington. The extent of application of the Washington Rules of Evidence shall be
20 determined in the exercise of sound discretion of the arbitrator, except that such Rules
21 should be liberally construed in order to promote justice. The parties should stipulate to
22 the admission of evidence when there is no genuine issue as to its relevance or
23 authenticity. The decision of the arbitrator and the specific grounds for the decision
24 shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The
25 County and the Contractor agree to be bound by the decision of the arbitrator, subject
26 to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award
27 rendered by the arbitrator shall be entered as judgment before the presiding judge of
28 the Superior Court for Lewis County. Each party shall bear its own costs in connection
29 with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.
30

31 **DIVISION 3**
32 **PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

33
34 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**

35 **3-01.4 Contractor Furnished Material Sources**

36
37 **3-01.4(1) Acquisition and Development**

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

39
40 **(*****)**

41 No source has been provided for any materials necessary for the completion of this contract.
42 The Contractor shall be responsible for obtaining all necessary permits in regard to this Contract.

43
44 **(*****)**

45 The Contractor hereby grants the Contracting Agency and/or its authorized contractors the
46 right of ingress and egress and to enter upon the crusher site at times listed as hours of work
47 in the progress schedule until the completion of this contract.

48
49 **3-04, ACCEPTANCE OF AGGREGATE**

50
51 **3-04.3 Construction Requirements**

1 Section 3-04.3 is supplemented with the following:

2
3 **3-04.3(1) General**

4 Section 3-04.3(1) is supplemented with the following:

5
6 **(*****)**

7 **Only nonstatistical acceptance sampling and testing shall be performed.**

8
9 **3-04.3(2) Point of Acceptance**

10 Section 3-04.3(2) is supplemented with the following:

11
12 **(*****)**

13 The Contractor shall, at no expense to the Contracting Agency, provide the services of an
14 independent State Certified testing lab to sample each 1,000 ton of crushed screenings
15 stockpiled at the pit site for preliminary approval. Upon review and approval of the
16 independent testing lab's results, the County's representative will test and verify that the
17 product meets the Specifications to be approved for delivery. Stockpiled material (or Lot) for
18 preliminary approval shall be kept separate as described above until the material has been
19 approved for delivery.

20
21 **(*****)**

22 All Crushed Screenings tested by the County and approved to load for delivery at the pit site
23 shall be weighed, as per Section 1-09 of these Special Provisions, as described in Section 1-
24 08.5 of these Special Provisions, or as directed by the Engineer. The Contractor shall load
25 Crushed Screenings in Contracting Agency provided trucks.

26
27 **(*****)**

28 **Alternate "Hauling" per ton**

29 In the event County hauling vehicles are not available, the Contractor shall be responsible for
30 hauling material to the various locations listed in the Proposal. Only end-dump trucks and pup
31 trailers will be allowed for delivery to stockpile sites. **No belly dumps will be allowed for
32 stockpiling use – County Crews will be responsible for stockpiling Contractor delivered
33 aggregates for future use.** The Contractor shall coordinate delivery with Lewis County so
34 that the entire stockpile site quantity is delivered (or a minimum of 500 tons) per day of
35 material can be accepted. The acceptance point for the **Contractor hauled** finished product
36 per ton shall be at Lewis County stockpile site.

37
38 Availability to Lewis County stockpile sites shall be 6:30 am – 3:30 pm (strictly enforced)
39 Monday through Thursday excluding Lewis County recognized holidays. Friday delivery may
40 be possible with coordination and approval by the Engineer. The Contractor shall coordinate
41 with the County's representative to arrange for availability as described above and for ticket
42 taker at the site. The Contractor will be required to schedule with the County's representative
43 delivery times for each stockpile they intend to deliver to for any workday. A workday is
44 described as a scheduled delivery day by the Contractor for on-site inspection. The
45 Contractor shall give the County such notice 48 hours in advance of delivery date so the
46 County can arrange for the on-site inspector. Any cancelation of delivery must occur 24 hours
47 in advance of scheduled delivery. See Appendix B, Stockpile Rock Quantities.

48
49 **3-04.3(3) Sampling**

50 Section 3-04.3(3) is supplemented with the following:

51
52 The initial tests and verification test shall be done with Lewis County's materials representative
53 present so that the samples may be split for each representative.

1 **3-04.3(4) Testing Results**

2 Section 3-04.3(4) is supplemented with the following:

3
4 The test results for any lot with greater than 1% passing on the No. 200 for 3/8 to No. 10
5 Crushed Screenings specifications in these Special Provisions 9-03.4(2) shall be rejected. All
6 other screens shall have a 5% tolerance in accordance with the WSDOT Construction Manual.

7
8 **3-04.3(7)C Rejection Without Testing**

9 Section 3-04.3(7)C is supplemented with the following:

10
11 **3-04.3(7)C is Deleted.**

12
13 **3-04.4 Measurement**

14 Section 3-02.4 is supplemented with the following:

15
16 (*****)

17 "3/8 - No. 10 Crushed Screenings" will be measured per ton.

18
19 All costs related to "3/8 - No. 10 Crushed Screenings" per ton shall include all equipment,
20 labor and incidentals necessary to crush, stockpile material and load in Contracting Agency
21 vehicles.

22
23 "Hauling" will be measured per ton.

24
25 All costs related to "Hauling" shall be included in the unit price per ton and shall include all
26 equipment, labor and incidentals necessary to transport material to the various locations listed
27 in Appendix B.

28
29 **3-04.5 Payment**

30 Section 3-02.5 is supplemented with the following:

31
32 (*****)

33 Payment will be made in accordance with Section 1-04.1 for each of the following Bid items
34 that are included in the Proposal:

35
36 "3/8 - No. 10 Crushed Screenings" per ton.

37
38 "Hauling" per ton.

39
40 **DIVISION 9**
41 **MATERIALS**

42
43 **9-03, AGGREGATES**

44 **9-03.4 Aggregate for Bituminous Surface Treatment**

45
46 **9-03.4(2) Grading and Quality**

47 Section 9-03.4(2) is supplemented with the following:

48
49 (*****)

50 Crushed Screenings Percent Passing is revised to read:

**Crushed Screenings
Percent Passing
3/8" – No.10**

1/2" square	100
3/8" square	90-100
No. 4	0-20
No. 10	0-5
No. 200	0-1.0

All percentages are by weight.

The fracture requirements shall be at least two (2) fractured faces on 95% and will apply to the combined aggregate retained on the U.S. No. 4 sieve and above.

POWER EQUIPMENT

(*****)

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

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

E-VERIFY

(*****)

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

BOND

(*****)

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

1 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

2 (*****)

3
4 On or before the 5th day of each calendar month during the term of this contract, the Contracting
5 Agency shall prepare monthly Progress Payments for work completed and material furnished. If
6 the Contractor agrees, the Contractor will approve the Progress Payment and return the estimate
7 to the Contracting Agency by the 15th day of that same calendar month. The Contracting Agency
8 shall prepare a voucher based upon the approved Progress Payment and payment based thereon
9 shall be due the Contractor near the 10th day of the next calendar month. Material Supply
10 contracts involving delivery of prefabricated material or stockpile material only (no physical work on
11 Contracting Agency property) may be reimbursed via Contractor generated invoices upon written
12 approval by the Engineer. Reimbursement by invoice shall not be subject to late charges listed on
13 the Contractor's standard invoice form.

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

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

APPENDICES

(July 12, 1999)

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

***** APPENDIX A:
Washington State Prevailing Wage Rates
Wage Rate Supplements
Wage Rate Benefit Code Key

APPENDIX B:
Bid Proposal Documents

APPENDIX C:
Contract Documents *****

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 1/26/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Lewis	Asbestos Abatement Workers	Journey Level	\$43.95	5D	1H	
Lewis	Boilermakers	Journey Level	\$64.29	5N	1C	
Lewis	Brick Mason	Journey Level	\$52.82	5A	1M	
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$52.82	5A	1M	
Lewis	Building Service Employees	Janitor	\$9.47		1	
Lewis	Building Service Employees	Shampooer	\$9.47		1	
Lewis	Building Service Employees	Waxer	\$9.47		1	
Lewis	Building Service Employees	Window Cleaner	\$13.22		1	
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		1	
Lewis	Carpenters	Acoustical Worker	\$54.02	5D	4C	
Lewis	Carpenters	Bridge, Dock And Wharf Carpenters	\$54.02	5D	4C	
Lewis	Carpenters	Carpenter	\$54.02	5D	4C	
Lewis	Carpenters	Carpenters on Stationary Tools	\$54.15	5D	4C	
Lewis	Carpenters	Creosoted Material	\$54.12	5D	4C	
Lewis	Carpenters	Floor Finisher	\$54.02	5D	4C	
Lewis	Carpenters	Floor Layer	\$54.02	5D	4C	
Lewis	Carpenters	Scaffold Erector	\$54.02	5D	4C	
Lewis	Cement Masons	Journey Level	\$53.95	7A	1M	
Lewis	Divers & Tenders	Diver	\$107.22	5D	4C	8A
Lewis	Divers & Tenders	Diver On Standby	\$64.42	5D	4C	
Lewis	Divers & Tenders	Diver Tender	\$58.33	5D	4C	
Lewis	Divers & Tenders	Surface Rcv & Rov	\$58.33	5D	4C	

		Operator			
Lewis	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$54.27	<u>5A</u>	<u>4C</u>
Lewis	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>
Lewis	Drywall Applicator	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>
Lewis	Drywall Tapers	Journey Level	\$23.26		<u>1</u>
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$9.47		<u>1</u>
Lewis	Electricians - Inside	Cable Splicer	\$61.96	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Journey Level	\$58.35	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$65.55	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Welder	\$61.96	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>
Lewis	Electricians - Powerline Construction	Cable Splicer	\$69.95	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$63.97	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Groundperson	\$43.62	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$63.97	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$63.97	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$53.81	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$63.97	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Powderperson	\$47.55	<u>5A</u>	<u>4D</u>
Lewis	Electronic Technicians	Journey Level	\$28.46		<u>1</u>
Lewis	Elevator Constructors	Mechanic	\$82.67	<u>7D</u>	<u>4A</u>
Lewis	Elevator Constructors	Mechanic In Charge	\$89.40	<u>7D</u>	<u>4A</u>
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>
Lewis	Fence Erectors	Fence Erector	\$13.80		<u>1</u>
Lewis	Fence Erectors	Fence Laborer	\$11.60		<u>1</u>
Lewis	Flaggers	Journey Level	\$37.26	<u>7A</u>	<u>3I</u>
Lewis	Glaziers	Journey Level	\$23.50		<u>1</u>

Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$63.18	<u>5J</u>	<u>1S</u>	
Lewis	Heating Equipment Mechanics	Journey Level	\$72.83	<u>7F</u>	<u>1E</u>	
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$45.32	<u>7A</u>	<u>3I</u>	
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$9.47		<u>1</u>	
Lewis	Inland Boatmen	Boat Operator	\$56.78	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Cook	\$53.30	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Deckhand	\$53.30	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Deckhand Engineer	\$54.32	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Launch Operator	\$55.57	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Mate	\$55.57	<u>5B</u>	<u>1K</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.47		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		<u>1</u>	
Lewis	Insulation Applicators	Journey Level	\$54.02	<u>5D</u>	<u>4C</u>	
Lewis	Ironworkers	Journeyman	\$63.53	<u>7N</u>	<u>1O</u>	
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Airtrac Drill Operator	\$45.32	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Ballast Regular Machine	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Batch Weighman	\$37.26	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brick Pavers	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brush Cutter	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brush Hog Feeder	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Burner	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Caisson Worker	\$45.32	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Carpenter Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Caulker	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Cement Dumper-paving	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Cement Finisher Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Change House Or Dry Shack	\$43.95	<u>7A</u>	<u>3I</u>	

Lewis	Laborers	Chipping Gun (under 30 Lbs.)	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chipping Gun(30 Lbs. And Over)	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Choker Setter	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chuck Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Clary Power Spreader	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Clean-up Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Dumper/chute Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Form Stripper	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Placement Crew	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Saw Operator/core Driller	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Crusher Feeder	\$37.26	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Curing Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Ditch Digger	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Diver	\$45.32	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Drill Operator (hydraulic, diamond)	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Dry Stack Walls	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Dump Person	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Epoxy Technician	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Erosion Control Worker	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Faller & Bucker Chain Saw	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Fine Graders	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Firewatch	\$37.26	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Form Setter	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Gabian Basket Builders	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	General Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Grade Checker & Transit Person	\$45.32	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Grinders	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Grout Machine Tender	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Groutmen (pressure)including Post Tension Beams	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Guardrail Erector	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Hazardous Waste Worker (level A)	\$45.32	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Hazardous Waste Worker (level B)	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Hazardous Waste Worker	\$43.95	<u>7A</u>	<u>3I</u>	

		(level C)			
Lewis	Laborers	High Scaler	\$45.32	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Jackhammer	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Laserbeam Operator	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Maintenance Person	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Manhole Builder-mudman	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Material Yard Person	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Motorman-dinky Locomotive	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pavement Breaker	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pilot Car	\$37.26	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Layer Lead	\$45.32	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Layer/tailor	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Pot Tender	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Reliner	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Wrapper	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pot Tender	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Powderman	\$45.32	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Powderman's Helper	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Power Jacks	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Railroad Spike Puller - Power	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Raker - Asphalt	\$45.32	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Re-timberman	\$45.32	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Remote Equipment Operator	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Rigger/signal Person	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Rip Rap Person	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Rivet Buster	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Rodder	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Scaffold Erector	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Scale Person	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Sloper (over 20")	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Sloper Sprayer	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Spreader (concrete)	\$44.76	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Stake Hopper	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Stock Piler	\$43.95	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Tamper & Similar	\$44.76	<u>7A</u>	<u>3I</u>

		Electric, Air & Gas Operated Tools				
Lewis	Laborers	Tamper (multiple & Self-propelled)	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Toolroom Person (at Jobsite)	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Topper	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Track Laborer	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Track Liner (power)	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Traffic Control Laborer	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	Laborers	Traffic Control Supervisor	\$39.84	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	Laborers	Truck Spotter	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Tugger Operator	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$74.29	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$79.32	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$83.00	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$88.70	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$90.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$95.92	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$97.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$99.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$101.82	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Miner	\$45.42	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Vibrator	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Vinyl Seamer	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Watchman	\$33.86	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Welder	\$44.76	<u>7A</u>	<u>3I</u>	

Lewis	Laborers	Well Point Laborer	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Window Washer/cleaner	\$33.86	<u>7A</u>	<u>3I</u>	
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$43.95	<u>7A</u>	<u>3I</u>	
Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$44.76	<u>7A</u>	<u>3I</u>	
Lewis	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.42		<u>1</u>	
Lewis	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$10.77		<u>1</u>	
Lewis	Landscape Construction	Landscaping Or Planting Laborers	\$10.77		<u>1</u>	
Lewis	Lathers	Journey Level	\$54.02	<u>5D</u>	<u>1H</u>	
Lewis	Marble Setters	Journey Level	\$52.82	<u>5A</u>	<u>1M</u>	
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Laborer	\$11.13		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$10.66		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Painter	\$11.41		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>	
Lewis	Millwright	Journey Level	\$55.52	<u>5D</u>	<u>4C</u>	
Lewis	Modular Buildings	Cabinet Assembly	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Electrician	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Equipment Maintenance	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Plumber	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Production Worker	\$9.75		<u>1</u>	
Lewis	Modular Buildings	Tool Maintenance	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Utility Person	\$9.98		<u>1</u>	
Lewis	Modular Buildings	Welder	\$9.98		<u>1</u>	
Lewis	Painters	Journey Level	\$37.80	<u>6Z</u>	<u>2B</u>	
Lewis	Pile Driver	Journey Level	\$54.27	<u>5D</u>	<u>4C</u>	
Lewis	Plasterers	Journey Level	\$51.68	<u>7Q</u>	<u>1R</u>	
Lewis	Playground & Park Equipment Installers	Journey Level	\$9.47		<u>1</u>	
Lewis	Plumbers & Pipefitters	Journey Level	\$63.57	<u>5A</u>	<u>1G</u>	
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Assistant Engineers	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Friction Over 200 Tons	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Over 300 Tons, Or 300' Of Boom (Including Jib With Attachments)	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Derricks, On Building Work	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drill Oilers: Auger Type,	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Truck Or Crane Mount				
Lewis	Power Equipment Operators	Drilling Machine	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Motor Patrol Grader - Non-finishing	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Motor Patrol Graders, Finishing	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Tower Crane Over 175'in Height, Base To Boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Tower Crane Up: To 175' In Height, Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Assistant Engineers	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Brooms	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cableways	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Chipper	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Compressor	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes, 200 Tons To 300 Tons, Or 250 Ft Of Boom (including Jib With Attachments)	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction Over 200 Tons	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Over 300 Tons, Or 300' Of Boom (Including	\$58.67	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Jib With Attachments)				
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Crusher	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-	Loader, Overhead 8	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water	Yards. & Over				
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non-finishing	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators-Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Rigger And Bellman	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Crane Over 175'in Height, Base To Boom	\$58.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$57.51	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$56.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Welder	\$56.94	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$53.57	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$56.44	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$45.75	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$43.38	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$45.75	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$40.84	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$30.74	<u>5A</u>	<u>4A</u>	
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$23.96		<u>1</u>	
Lewis	Residential Brick Mason	Journey Level	\$17.00		<u>1</u>	
Lewis	Residential Carpenters	Journey Level	\$21.90		<u>1</u>	
Lewis	Residential Cement Masons	Journey Level	\$13.00		<u>1</u>	
Lewis	Residential Drywall Applicators	Journey Level	\$31.73		<u>1</u>	
Lewis	Residential Drywall Tapers	Journey Level	\$18.95		<u>1</u>	
Lewis	Residential Electricians	Journey Level	\$28.83	<u>5A</u>	<u>1B</u>	
Lewis	Residential Glaziers	Journey Level	\$19.66		<u>1</u>	
Lewis	Residential Insulation Applicators	Journey Level	\$15.00		<u>1</u>	
Lewis	Residential Laborers	Journey Level	\$20.32		<u>1</u>	

Lewis	Residential Marble Setters	Journey Level	\$17.00		1	
Lewis	Residential Painters	Journey Level	\$16.50		1	
Lewis	Residential Plumbers & Pipefitters	Journey Level	\$20.40		1	
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$24.88		1	
Lewis	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$29.28		1	
Lewis	Residential Soft Floor Layers	Journey Level	\$9.47		1	
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.70		1	
Lewis	Residential Stone Masons	Journey Level	\$17.00		1	
Lewis	Residential Terrazzo Workers	Journey Level	\$9.47		1	
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$9.47		1	
Lewis	Residential Tile Setters	Journey Level	\$9.47		1	
Lewis	Roofers	Journey Level	\$45.71	5A	3H	
Lewis	Roofers	Using Irritable Bituminous Materials	\$48.71	5A	3H	
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$72.83	7F	1E	
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1	
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$43.95	7A	3I	
Lewis	Soft Floor Layers	Journey Level	\$22.87		1	
Lewis	Solar Controls For Windows	Journey Level	\$10.31		1	
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$54.76	7J	1R	
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1	
Lewis	Stone Masons	Journey Level	\$52.82	5A	1M	
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1	
Lewis	Surveyors	All Classifications	\$54.02	5D	4C	
Lewis	Surveyors	Construction Site Surveyor	\$54.02	5D	4C	
Lewis	Telecommunication Technicians	Journey Level	\$31.72		1	
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$37.60	5A	2B	
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$20.79	5A	2B	
Lewis	Telephone Line Construction - Outside	Installer (Repairer)	\$36.02	5A	2B	
Lewis	Telephone Line Construction - Outside	Special Aparatus Installer I	\$37.60	5A	2B	
Lewis	Telephone Line Construction	Special Apparatus	\$36.82	5A	2B	

	- Outside	Installer II				
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$37.60	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.94	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>	
Lewis	Terrazzo Workers	Journey Level	\$47.46	<u>5A</u>	<u>1M</u>	
Lewis	Tile Setters	Journey Level	\$21.65		<u>1</u>	
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$38.29	<u>5A</u>	<u>1B</u>	
Lewis	Traffic Control Stripers	Journey Level	\$43.73	<u>7A</u>	<u>1K</u>	
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$49.85	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$49.01	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Dump Truck	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Dump Truck And Trailer	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Other Trucks	\$32.52		<u>1</u>	
Lewis	Truck Drivers	Transit Mixer	\$29.67	<u>6I</u>	<u>2H</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$9.47		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

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

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

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

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

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

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

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

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

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities 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 9/2/2015 thru 3/1/2016

Overtime Codes

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

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

Overtime Codes Continued

1.
 - O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
 - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
 - S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
 - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
 - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
 - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.
2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

Overtime Codes Continued

2.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

Overtime Codes Continued

- 3. F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

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

Overtime Codes Continued

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Holiday Codes

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

Holiday Codes Continued

- 5. Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

- 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.

Holiday Codes Continued

7. 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.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following 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 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet
- C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- 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.

Note Codes Continued

Benefit Code Key – Effective 9/2/2015 thru 3/1/2016

8. N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- 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.

APPENDIX B

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Stockpile Sites / Location

Non-Collusion Declaration

Proposal Signature Page



Lewis County Department of Public Works

Timothy R. Elsea, PE, Director / County Engineer

Tim Fife, PE, Assistant County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:30 a.m. on **Tuesday, February 9, 2016**, at the Lewis County Courthouse, Chehalis, Washington, for the 2016 Rock Proposal. This contract provides for the production, delivery and stockpiling of ***** Crushed Screenings,***** and other work, all in accordance with these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE

11:00 A.M. on Tuesday, February 9, 2016

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

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope clearly marked: **"SEALED BID FOR THE 2016 ROCK PROPOSAL, TO BE OPENED ON OR AFTER 11:30 A.M. ON FEBRUARY 9, 2016."**

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

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ www.lewiscountywa.gov/.

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.

PROPOSAL

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

This certifies that the undersigned has examined the 2016 Rock Proposal and locations, 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.	PRODUCT	APPROX. QUANTITY (TONS)	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
Schedule A				
1	3/8 - No. 10 Crushed Screenings	5,856	\$	\$
			Sales Tax @ 7.8%	\$
			TOTAL BID	\$
Schedule B				
2	3/8 - No. 10 Crushed Screenings	6,432	\$	\$
			Sales Tax @ 7.8%	\$
			TOTAL BID	\$
Schedule A				
3	Hauling	5,856	\$	\$
			Sales Tax @ 7.8%	\$
			SCHEDULE B TOTAL BID	\$
Schedule B				
4	Hauling	6,432	\$	\$
			Sales Tax @ 7.8%	\$
			SCHEDULE C TOTAL BID	\$

Note:

- (1) See Special Provision 1-03.1. As per RCW 36.32.256 the County reserves the right to select the lowest bidder for each of the different bid schedules whether it be the same bidder or not, or to be most advantageous to Lewis County.
(2) Haul distance will be use in the determination of low bid

STOCKPILE ROCK QUANTITIES		
"A"= AREA (IE; A1,A2,A3,A5, & A7)		
STOCKPILE SITE	ADDRESS	QUANTITY (TONS)
SECTION - TOWNSHIP - RANGE	LOCATION (LATITUDE ; LONGITUDE)	STOCKPILE NO.
SCHEDULE A		
CHIPSEAL AGGREGATE (3/8 - #10 CRUSHED SCREENINGS)		
BRIM - A5	600 BLOCK BRIM ROAD, ONALASKA	2,336
29-12N-01E	LATITUDE- 46°29'38"N ; LONGITUDE- 122°42'29"W	6-01
LARSON - A5	500 BLOCK LARSON ROAD, MOSSYROCK	1,184
1-12N-02E	LATITUDE- 46°33'31"N ; LONGITUDE- 122°29'28"W	6-02
KIONA - A7	8911 US HIGHWAY 12, RANDLE	832
10-12N-06E	LATITUDE- 46°32'36"N ; LONGITUDE- 122°02'52"W	7-11
MINERAL - A7	400 BLOCK MINERAL CREEK ROAD, MORTON	864
10-14N-05E	LATITUDE- 46°42'36"N ; LONGITUDE- 122°09'10"W	7-21
TOLEDO - A5	100 BLOCK COLLINS ROAD, TOLEDO	640
16-11N-01W	LATITUDE- 46°26'21"N ; LONGITUDE- 122°49'32"W	5-01
SCHEDULE A - 3/8 - #10 CRUSHED SCREENINGS TOTAL		5,856
SCHEDULE B		
CHIPSEAL AGGREGATE (3/8 - #10 CRUSHED SCREENINGS)		
HANAFORD - A1	148 BIG HANAFORD ROAD, CENTRALIA	928
28-15N-02W	LATITUDE- 46°37'06"N ; LONGITUDE- 122°55'58"W	1-21
AGATE - A1	900 BLOCK NORTH FORK ROAD, CHEHALIS	1,280
10-13N-01W	LATITUDE- 46°37'38"N ; LONGITUDE- 122°47'32"W	1-51
BUNKER - A2	307 SPOONER ROAD , CHEHALIS	1,344
7-13N-03W	LATITUDE- 46°37'33"N ; LONGITUDE- 123°05'50"W	2-02
MESKILL - A2	500 BLOCK MESKILL ROAD, BOISTFORT	640
10-13N-04W	LATITUDE- 46°38'03"N ; LONGITUDE- 123°09'59"W	2-04
VEGETATION - A3	187 KIRKLAND ROAD, NAPAVINE	416
14-13N-02W	LATITUDE- 46°36'19"N ; LONGITUDE- 122°53'50"W	3-01
PLEASANT VALLEY - A3	111 PLEASANT VALLEY ROAD, WINLOCK	896
9-12N-02W	LATITUDE- 46°32'36"N ; LONGITUDE- 122°56'15"W	3-02
DROP BOX - A3	1100 BLOCK WINLOCK-VADER ROAD, WINLOCK	928
8-11N-02W	LATITUDE- 46°26'54"N ; LONGITUDE- 122°57'51"W	3-21
SCHEDULE B - 3/8 - #10 CRUSHED SCREENINGS TOTAL		6,432
Total Schedules A & B		12,288

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

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

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

DOT Form 272-036H
Revised 10/94

PROPOSAL - SIGNATURE PAGE

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

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

CASH **IN THE AMOUNT OF** _____

CASHIER’S CHECK _____ **DOLLARS**

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

PROPOSAL BOND **IN THE AMOUNT OF 5% OF THE BID**

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

Aggregate Source I.D. No.

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

APPENDIX C

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

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

WITNESSETH:

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

DESCRIPTION OF WORK:

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

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

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

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

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

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

By: _____

Contractor

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

Dated: _____, 2016

By: _____

Surety

By: _____

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: _____

Civil Deputy

APPROVED:

County Engineer

Contract – 2

**CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

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

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. (506 Pits & Quarries), 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 2016 Rock Proposal, 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. (506 Pits & Quarries), between the below-named Contractor and County for the 2016 Rock Proposal, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

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

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

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

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

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

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
(Signature of Attorney-in-Fact)

By: _____
(Signature of authorized signer for Contractor)

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

(Type or print name of signer for Contractor)

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

(Type or print title of signer for Contractor)

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

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

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

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

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

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

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

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

