

BID PACKET FOR TIMBERLINE VILLAGE PUMPHOUSE AND MAINLINE REPLACEMENT

PROJECT SITE:
107 Bearfoot Rd, Packwood WA 98361
TPN 035048017049

OWNER:
Thurston PUD (District)
1230 Ruddell Rd SE
Lacey, WA 98503

OWNER CONTACT:
Kim Gubbe, Director of Planning and Compliance
(360) 357-8783 ext. 125
kgubbe@thurstonpud.org

FUNDING SOURCE:
Environmental Protection Agency
Drinking Water State Revolving Fund (DWSRF)

SPECIFICATION, PROPOSAL, CONTRACT DOCUMENTS

BIDS MUST BE HAND DELIVERED

BID DELIVERED TO: 1230 Ruddell Rd SE, Lacey WA 98503

BID DUE DATE: Wednesday, April 21, 2021

BID DUE TIME: 4 p.m.

TIMBERLINE VILLAGE PUMPHOUSE AND MAINLINE REPLACEMENT

Table of Contents

Notifications

- Advertisement for Bids
- Instructions to Bidders
- Scope of Work
- Contract Agreement
- General Contract Requirements
- WA State, Department of Health, Drinking Water State Revolving Fund (DWSRF) Specifications
- Wage Rate Requirements
- Labor Standards Provisions for Municipal Borrowers
- Federal & State Wage Rate Determination
 - Davis Bacon Act – Heavy Lewis County wa51
 - Davis-Bacon Flow Chart
 - WA St Prevailing Wage Rates for Public Works Contracts – Effective 3/10/2021
- Certification of Non-segregated Facilities
- Notice to Labor Unions or Other Organization of Workers: Non-Discrimination in Employment
- American Iron and Steel Requirements – The Use of American Iron and Steel

Proposal Forms

- Bid Form
- Bid Proposal
- Bid Security
- Contractor Registration
- References
- W-9
- Bankruptcy, Lawsuits or Regulatory Actions
- Bidder's Construction Experience
- Contractor's & Subcontractor's Company Information
- Non-Collusion Affidavit
- List of Subcontractor
- Post Award Documents
 - Contract Bond
 - Evidence of Insurance Coverage & Bonding
 - Notice to Labor Unions

Attachments

- Attachment A - Plans, Drawings, Equipment and Standards:
 - Project Report - Pumphouse Replacement
 - Standard Drawings
 - Relief Valve
 - Project Drawing
 - Project Report – Mainline Replacement
 - Standard Drawings
 - Project Drawings
- Attachment B – Special Provisions
- Attachment C – Change Order Form
- Attachment D - Sample American Iron and Steel Certification
- Attachment E - Inadvertent Discovery Language from Cowlitz Tribe
- Attachment F - WA State DOH Final Determination Letter

Advertisement for Construction Contract Bids

Thurston PUD
TIMBERLINE VILLAGE UPGRADES

Bid Date: Tuesday, March 23, 2021

Estimated Cost of the Project: \$185,000

INVITATION FOR BIDS

Sealed bids will be received by the Thurston PUD (District), located at 1230 Ruddell Rd. SE, Lacey, WA 98503 until 4 P.M., Wednesday, April 21, 2021, for the general contract of mainline and pumphouse replacement.

Contractors may obtain the contract documents by requesting them from the District at bwilson@thurstonpud.org at no cost.

A certified or bank cashier's check for 5 percent of the bid amount, payable to Thurston PUD, or a bid bond executed by a licensed bonding company is required with each bid.

The District shall have the right to reject any or all bids not accompanied by bid security or data required by the bidding document or a bid in any way incomplete or irregular.

The District is an equal opportunity and affirmative action employer. Small, Minority- and Women-Owned Businesses are encouraged to submit bids. All work performed on the project will be subject to the higher of the prevailing state or federal wage rates.

The bids will be opened at 4 p.m. Wednesday, April 21, 2021, at the District's main office at 1230 Ruddell Rd SE, Lacey WA 98503. For more information call Kim Gubbe at (360) 357-8783 ext. 125 or kgubbe@thursotnpud.org.

This project is funded through the Washington State Drinking Water State Revolving Fund program with federal funds from the Environmental Protection Agency. DWSRF requirements and provisions must be met by Washington State licensed general contractors and all subcontractors.

Instructions to Bidders

Where the term "Owner" or "District" are used within the context of these Contract Documents, it shall be taken to mean: Thurston PUD.

Capitalized terms in these instructions shall have the defined meaning set forth in these contract documents.

1. Intent of Plans and Specifications.

It is the intention of these Plans and Specifications to provide for careful, thorough, and workman like construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material, locating of existing pipe and labor necessary to complete said Contract in accordance with all of its terms and conditions.

The Plans and Specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The District may furnish supplemental Plans and Specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed Plans and in case of any conflict between the listed and the supplemental Plans, the latter shall govern. All Specifications and notes appearing on the Plans shall have the same force and effect as though they were repeated herein.

2. Examination of Contract Documents and Location.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, Specifications, Drawings, and Addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve bidder from any obligations with respect to bidder's proposal or to the contract. No claim for additional compensation will be allowed that is based upon a lack of knowledge of any Contract Document, and the District will in no case be responsible for any loss or for unanticipated costs that may be suffered by the contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions.

The contractor must satisfy themselves by their own investigation that all conditions affecting the proposed work are workable under the guidelines of the Specification. Any conflicts or discrepancies found by the bidder must be brought to the attention of the District.

No statement made by any officer, agent, or employee of the District pertaining to the site of the work or the conditions under which the work must be performed will be binding on the District.

4. Utility Location

The Contractor shall be responsible for coordinating the location of existing underground utilities. The Contractor shall arrange for locations through any affected utility, the Utilities Underground Location Center or with a private utility location service.

5. Addenda and Interpretations of Documents.

No interpretation of meaning of the Plans, Specifications, or other pre bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing to the District and to be given consideration shall be received at least 5 working days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications that, if issued, will be emailed or otherwise delivered to each prospective bidder. Failure of any bidder to acknowledge the receipt of any such Addendum may be considered an irregularity in the proposal. All Addenda so issued shall become a part of the Contract Documents.

6. Preparation of Proposal.

The bidder shall submit his/her bid on the blank forms entitled "Bid Form and Proposal" furnished by the District. Bid amounts must be broken down into the appropriate categories as called for on the "Cost Breakdown" form. The bidder shall specify the bid price in figures. ALL FIGURES SHALL BE IN INK OR TYPED. Failure to break down bid amounts or to bid any one of the alternates (when applicable) may result in bid rejection.

If the Proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the Proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he/she holds in the corporation.

The address of the person, firm, or corporation in whose behalf the Proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the Proposal Form.

7. Permits.

Bid Form and Proposal submitted by the contractor shall include the cost of securing ALL applicable permits, fees and inspections as required.

8. Approximate Quantities.

On all items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only, and each bidder shall make its own estimate from the Contract Drawings of the quantities required on each item and calculate its unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.

9. Material Substitution.

Each bidder shall base its bid upon the materials and equipment as described in the Contract Documents. The successful contractor will not be allowed to make any substitutions on its own initiative, but in each instance will be required to obtain authorization from the District before installing any work in variance with the requirements of the Contract Documents.

10. Supplemental Schedule of Unit Prices.

Where the Bid Form and Proposal requires a lump sum bid for a particular item (or items) and further requires bidder to submit a supplemental schedule of unit prices for possible construction changes in such item(s), the District may, if it considers such unit prices reasonable, include these prices in the construction Contract. If the District considers such unit prices as unreasonable, it may omit them from the construction Contract. Rejection prior to execution of the Contract of such unit prices for construction changes as stated in the bid shall not otherwise affect the balance of the bid or construction Contract.

11. Alteration of Documents Prohibited.

Except as may be provided otherwise herein, Proposals that are incomplete, are conditioned in any way that the Plans or Specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the Proposal Form, or that are unlawful, may be rejected as irregular.

12. Submission of Proposal.

Each Bid and Proposal shall be delivered NO LATER than the specified bid opening date and time. The District WILL NOT accept bids that are mailed. Bidders are to hand-deliver their bids. Bids must be in a sealed package clearly marked on the outside with the name of the bidder and the title of the project. **Contractors must submit one (1) original, sealed bid on Wednesday, April 21, 2021 at 4 p.m. to Kim Gubbe, Director of Planning and Compliance at 1230 Ruddell Rd SE, Lacey, WA 98503.**

Responses must be received at the address above on or before the due date. Responses submitted after the due date and time will not be considered.

Prime Contractors submitting a Proposal must be included on the plan holders list, developed and maintained by the District. If a bidder is not registered on the District's official plan holders list and has not attended the mandatory pre-bid meeting the bid may be considered nonresponsive.

13. Modification or Changes of Proposal.

Modifications or Change in a Proposal already delivered will be permitted only if a request for the privilege of making such modification or change is made in writing signed by the bidder and the specific modification or change itself is stated prior to the scheduled closing time for the receipt of Proposals. To be effective, every modification or change must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

14. Withdrawal of Proposal.

A Proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon bidder's written request. A telephone request for withdrawal of a Proposal will not be recognized for this purpose. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing bids, no bidder will be permitted to withdraw its Proposal unless no Award of Contract has been made prior to the expiration of 60 days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

15. Bid Security.

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue such bonds in Washington State in the amount of 5 percent of the bid. Such cash, checks, or bid bonds will be returned promptly after the District and the accepted bidder have executed the Contract, or, if award has not been made within calendar 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of its bid.

The successful bidder, upon its failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after bidder has received notice of the acceptance of its bid, shall forfeit to the District, as liquidated damages for failure or refusal, the security deposited with its bids.

16. Return of Bid Securities.

The security of the three lowest bidders will be returned after the execution of the agreement with the successful bidder and the approval of its bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the District. If all bids are rejected, the securities will be returned at the time of rejection.

17. Qualification of Bidder

It is the intention of the District to award a contract only to a bidder who is responsive to bid requirements and furnishes satisfactory evidence that bidder has sufficient capital, facilities, and plant to enable it to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

Each Bidder must attach three references for similar projects that were completed in the last 5 years that include, Company name, project completed, cost of project, contact name and phone number.

The District may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information and data for this purpose as the District may request.

Each bidder shall possess state and local licenses in accordance with the applicable state and local laws and shall furnish a copy of the same to the District with the bid.

18. Responsible Bidder and Supplemental Responsible Bidder Criteria

For the purpose of this bid packet the term **responsible bidder** shall mean a contractor who meets the criteria set forth in RCW 39.04.350 and the District's Competitive Bidding and Procurement Procedure (Compliance Policy No. 200-013), and satisfies all supplemental responsible bidder criteria, which shall include:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. Whether the bidder can perform the contract within the time specified;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws relating to the contract or services; and
- f. Such other information as may be secured having a bearing on the decision to award the contract.

The District reserves the right to check references, whether identified by the bidder or not, on all bidders, including using itself as a reference in applicable situations in considering supplemental responsible bidder criteria. The above supplemental criteria shall be considered within the definition of responsible bidder under District policy and applicable law, and shall be considered by the District in making a responsible bidder determination.

19. Disqualification of Bidders.

More than one bid for the same work described in this document from an individual, firm, or partnership, a corporation, or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered.

20. Rejection of Bids.

The District reserves the right, before or after opening, to reject any or all Proposals or to waive any informalities therein if it is believed that the best interest of the District will be served thereby.

21. Award of Contract.

The award will be made by the District on the basis of the Proposal from the lowest responsible Bidder which, in the District sole and absolute judgment, will best serve the interest of the District. The District reserves the right to reject any or all bids or to waive irregularities or informalities at its discretion. If the lowest bid exceeds the funds that are estimated by the District as available, the District reserves the right to eliminate any combination of the bid line items or alternatives or to reject all bids.

22. Low Bid.

The low bid will be determined on the basis of the lowest responsive total bid price for improvements listed in the Bid Form and Proposal for the project and deemed capable of performance.

Acceptance of the bid Proposal and Award of Contract does not relieve the contractor from the responsibility of providing and installing materials that will comply completely with the Specifications. The contractor shall be required to make complete material submittals of all items of material selected, and the District reserves the right to reject all material not meeting the requirements of the Specifications.

23. Effective Date of Award.

If a contract is awarded by the District, such award shall be effective when formal notice of such award, signed by the authorized representative of the District, has been delivered to the intended awardees, or mailed to the awardees at the main business address shown on its bid, by some officer or agent of the District, duly authorized to give such notice. Upon acceptance of a Bid Form and Proposal, NO WORK shall be performed upon the property until a written Notice to Proceed is issued by the District.

23. Execution of Agreement.

Copies of the agreement in the number stated in the form of agreement shall be executed by the successful bidder and returned, together with the required bonds (100% Performance and Payment) and insurance, within 10 calendar days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

24. Failure to Execute Agreement and File Bonds and Insurance.

Failure of a successful bidder to execute the agreement and file required bonds (100% Performance and Payment) and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, bidder shall forfeit its bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the District may then award a contract to the next responsible selected bidder.

25. Payment for Excess Costs and Liquidated Damages.

The successful contractor will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the Contract documents, if extensions of time are granted by District because of avoidable delays as therein defined.

26. Commencement and Completion of Work.

The successful bidder shall commence work within 30 calendar days after the issuance by the District of a written Notice to Proceed and shall complete all work within 120 working days from the date of the Notice to Proceed in accordance with the terms and conditions of the Contract Documents.

27. Affidavit of Non-collusion.

The successful bidder shall execute an Affidavit of Non-collusion on the attached form that such bid is not a sham or collusion and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid. '

28. Contract.

The successful bidder will be required to sign a Contract with the District.

29. Time of Completion

Project shall be completed within 120 calendar days of the date of the Notice to Proceed.

30. State Sales Tax

The payment of State sales tax, where applicable, shall be made by the District to the Contractor in compliance with current Tax Commission rules.

31. Notice to Proceed

The Work shall not commence until the District has given notice to proceed.

32. Bonding

Each construction contractor on the project shall be required to maintain, throughout the life of any construction contract, a one hundred percent (100%) performance and payment bond.

Each construction contractor shall also maintain, throughout the life of any construction contract, a payment bond, guaranteeing payment to subcontractors and suppliers in an amount equal to the total amount of work and materials to be subcontracted and/or purchased.

Scope of Work**TIMBERLINE VILLAGE PUMPHOUSE AND MAINLINE REPLACEMENT**

The approved scope of work includes replacement of the existing pumphouse with a smaller wood frame building, new pipe supports, new pressure relief valves for both wells, and replacement of the electrical panel and pump controllers inside the pumphouse; installing approximately 800 linear feet of 8-inch C900 water line, and 2-inch polyethylene temporary water lines the until 8- inch main is brought online.

Plans, Specifications and Drawings in Appendix A

CONTRACT

TIMBERLINE VILLAGE PUMPHOUSE AND MAINLINE REPLACEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY (District), a Washington public utility corporation, hereinafter identified as the Owner, and _____ of the State of Washington, hereinafter identified as the Contractor.

WHEREAS, the Owner has caused to be prepared Contract Documents for the work herein described, and has approved and adopted these Contract Documents and invited quotations for the following construction: **Timberline Village Pumphouse and Mainline Replacement** (hereafter the “Project”);

WHEREAS, the Contractor, in response, submitted to the Owner a quotation in accordance with the terms of this Contract and these Contract Documents, and

WHEREAS, the Owner, in the manner prescribed by law has publicly opened, examined and canvassed the quotation submitted, and as a result of such examination and canvas, has duly awarded to the said Contractor a Contract for the furnishing of labor, materials, equipment, and supervision required to construct the work described above.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the parties to these presents, in consideration of the payments to be made to the Contractor and of the mutual agreements herein contained, have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its,

ARTICLE I - WORK TO BE DONE

In accordance with the Bid Proposal and all other Contract Documents for the Project, construct all work required by the Contract Documents.

ARTICLE II - CONTRACT DOCUMENTS

The Bid Proposal, Standard Specifications (as modified herein), Engineering Specifications, Description of assembly units, Contract Drawings, Addendums, Special Conditions, General Conditions, The Plans, and all other Contract Documents, as prepared by the Owner, are included in this Contract and made a part hereof by reference as if fully restated herein:

ARTICLE III - CONTRACT DOCUMENTS TO GOVERN WORK

The work shall be done fully in accordance with the Contract Documents.

ARTICLE IV - ORAL STATEMENTS NOT BINDING

The Parties understand and agree that the written terms and provisions of this agreement shall supersede all prior oral statements of the Owner, or other representatives of the Owner, and such prior statements shall not be effective or be construed as entering into, or forming a part of, or altering in any wise whatsoever, this Contract.

ARTICLE V - DEFINITIONS

Whenever any work or expression defined in this article, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood and agreed to have the following meaning:

“Contract” or “Contract Documents” shall include this Contract, and all the documents, plans and construction drawings enumerated in Article II.

“Contractor” shall mean the party or parties entering into Contract for the performance of the work covered by this Contract and his/her/their duly authorized agents or legal representatives.

“Date of signing the Contract” or words equivalent thereto, shall mean the date upon which this Contract is completely executed by the Contractor and the Owner.

“Day” or “Days”, unless herein otherwise expressly defined, shall mean a Working Day or Days, as defined by the Standard Specifications.

“Inspector” shall mean the engineering or technical inspector or inspectors duly authorized by the Owner, limited to the particular duties entrusted to him or them.

“Owner” or “District” shall mean: Public Utility District No. 1 of Thurston County.

The “Standard Specifications” shall refer the *2016 Edition of The Standard Specifications for Road, Bridge, and Municipal Construction*, M 41-10, as published by the Washington State Department of Transportation.

“The Project” shall mean the work to be done and the materials, equipment, apparatus and supplies to be furnished and installed under this Contract, unless some other meaning is indicated by the context.

“The Plans” shall mean and include all plans and Contract Drawings which have been prepared by the Owner as a basis for bids, and such plans and drawings as may hereafter be prepared by the Owner in connection with the work to be done.

The term “completion” shall mean full performance by the Contractor of the Contractor’s obligations under the Contract and all amendments and revisions thereof. A Certificate of Completion stating the date of completion and approved in writing by the Owner, shall be the sole and conclusive evidence as to the fact of completion and the date thereof.

Whenever in these Documents the words “as directed”, “as required”, “as allowed”, or words or phrases of like import are used, it shall be understood that the order, direction, requirement or allowance of the Owner is intended.

Similarly the words “approved”, “reasonable”, “suitable”, “acceptable”, “proper”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner.

The pronouns “it” or “its” used in this Contract in referring to the Contractor shall mean the Contractor whether the Contractor be a corporation or one or more individuals, regardless of gender

ARTICLE VI - COPIES OF CONTRACT

The Contractor will be furnished, free of charge, digital copies of all Contract Documents. Additional copies of the Contract Documents and/or Drawings may be obtained on request by paying the actual cost of the reproducing of Contract Documents or Drawings.

ARTICLE VII - SUPERVISION

The Contractor shall provide sufficient supervision of the work using its best skill and attention. It shall carefully study and compare all drawings, specifications and other instructions, and will immediately report to the Owner any error, inconsistency or omission which it may discover. The Contractor shall maintain a competent superintendent onsite at all times while work is in progress.

ARTICLE VIII - PROTECTION TO PERSONS AND PROPERTY

That the Contractor shall at all times exercise reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of the Standard Specifications and all Federal, State and Municipal safety laws and building and construction codes.

ARTICLE IX - INSPECTION

That the Engineer, inspectors and other representatives employed by the Owner who are to observe the work to be done shall have unrestricted access to all parts of the work and to all other places at which the materials and equipment are prepared, assembled, or processed. The Owner will maintain a representative at the work site(s) during various phases of construction, and said representative will be limited to the duties and powers entrusted to them. It will be the representative's duty to create documentation, including photographic documentation, inspect the Contractor's materials and workmanship, and report deviations from Contract Documents which may come to their notice. The representative may stop work in progress if, in their sole discretion, the Contract Documents are not being adhered to until the Owner is notified and it is determined an ordered that the work shall proceed.

ARTICLE X - CHANGES IN CONSTRUCTION

Changes or additions to the work shall be subject to the provisions of the Standard Specifications including but not limited to Sections 1-04 and 1-09. Changes or additions shall be in writing and approved by all parties before changed or additional work can be performed.

ARTICLE XI - ASSIGNMENT AND SUBLETTING OF CONTRACT

Contractor shall not assign or sublet the work or any part thereof, excepting such subcontracting and subcontractors as are specifically listed in the approved bid proposal, without the previous written consent of the Owner, and shall not assign, by power of attorney or otherwise, any of the moneys payable under this Contract unless by and with the like consent of the Owner; that no right under this Contract, nor to any money due or to become due hereunder, shall be asserted in any manner against party to persons acting under it, by reason of any so-called assignment of this Contract, or any part thereof, unless such assignment shall have been authorized by the written consent of the Owner. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontractor shall be immediately terminated by the Contractor upon notice from the Owner.

ARTICLE XII - LAWS AND ORDINANCES

That the Contractor shall keep fully informed of all existing and current ordinances, laws and regulations of the County, State, and Federal governments in any limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by it and shall at all times observe and comply with, and cause all its agents, employees, and subcontractors to observe and comply with all such ordinances laws and regulations, and shall protect and Indemnify the Owner and its officers and agents

against all claims of liability arising from or based on, any violations of same.

ARTICLE XIII - LABOR

The Contractor and subcontractors furnishing work under this Contract shall comply with the terms of the Contract Documents, all applicable federal, state, and local laws and regulations, including but not limited to Prevailing Wage Act (chapter 39.12 RCW) and the Certification Regarding Debarment, Suspension, and Other Responsibility Matters. The minimum wage rates and fringe benefits for this Contract are subject to change, and the Contractor accepts all risk of increased labor costs caused by the payment of higher rates than those referenced in the Project Manual.

ARTICLE XIV - BEGINNING OF WORK, PROGRESS, AND TIME OF COMPLETION

Work shall commence within thirty (30) days after the date of Notice to Proceed and shall be completed in accordance with the standards within one hundred twenty (120) calendar days, barring time lost which is provided for in Article XV hereof.

ARTICLE XV - EXTENSIONS OF TIME

Time for completing the work is described in the Contract documents and any claims for additional time or additional compensation related to time allowed shall be in compliance with the claim provisions of the Standard Specifications and shall be in writing and approved by all parties.

ARTICLE XVI - SUSPENSION AND TERMINATION OF CONTRACT

Suspension and termination of the contract shall be subject to the terms and conditions contained in Sections 1-08.6 and 1-08.10 the Standard Specifications. Additionally, this Agreement may be suspended or terminated by the District. The Contractor, upon written notice of suspension or termination by the District, shall immediately stop work. If this Agreement is terminated, the Contractor agrees that the District will only be liable for labor, material, equipment and costs, including reasonable profit, provided pursuant to this Agreement to the date of work stoppage.

ARTICLE XVII - COMPENSATION, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE

Indemnification / Hold Harmless The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance Term The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

No Limitation The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the Public Entity, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the Public Entity, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Public Entity upon written request by the Contractor and written acceptance by the Public Entity. Any increased deductibles accepted by the Public Entity will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Public Entity has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Public Entity.

B. Minimum Amounts of Insurance The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

Public Entity Full Availability of Contractor Limits If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor's Insurance for Other Losses The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

Waiver of Subrogation The Contractor and the Public Entity waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Public Entity a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

Subcontractors The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

ARTICLE XVIII - ASSIGNMENT OF GUARANTEES

That all guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of the work and at such time as the Contractor receives final payment.

ARTICLE IX - TAXES

The bid prices set forth in the proposal include all amounts payable by the Contractor or the Owner on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the project.

ARTICLE XX - DEFECTIVE WORKMANSHIP AND MATERIALS

Notwithstanding the acceptance of workmanship or equipment, or the giving of any certificate with respect to the completion of the work, if during the construction or within one (1) year after completion of the project, the workmanship shall be found to be defective or not in conformity with the requirements of the specifications, the Contractor shall remedy or replace such workmanship at Contractor's sole expense within thirty (30) days after notice of the existence thereof shall have been given to the Contractor by the Owner. The warranty and obligations provided under this Article shall be supplemental to shall not limit any other remedy or right available to the Owner under applicable law.

At or prior to the commencement of construction, the Owner will make available to the Contractor all materials which the Owner has for the project and from time to time as additional deliveries of materials, if any, are received by the Owner, the Owner shall make such materials available to the Contractor; provided, however, that the Contractor or their authorized representative will give to the Owner a receipt in such form as the Owner shall approve for all materials furnished by the Owner to the Contractor for the project. Upon completion of construction of the project, the Contractor will return to the Owner materials furnished by the Owner in excess of those required for the construction of the project as determined from the final inventory certified and approved by the Owner. The Contractor will reimburse the Owner, at the invoice cost to the Owner, for all loss or breakage of materials furnished by the Owner to the Contractor.

ARTICLE XXI - PAYMENTS

1. Partial payments for work performed will be made during the course of construction on the following basis:

All job classifications with rates have been submitted to the District for approval. All interviews, per job class, have been conducted on Contractors and Sub-Contractor of all work being completed on site. First two weeks of certified payroll, statement of intent to pay prevailing wage have been submitted to the District.

Payments will be made each month in the amount of ninety-five percent (95%) of Contract price value of the work completed at the time the estimate is submitted. Partial payment estimates shall be prepared by the Contractor and submitted to the Owner for approval and certification, on or about the 1st of each month. Payment will be made to the Contractor on such partial payment estimates upon verification of compliance with Chapter 39.12, and after approval by the Owner. Weekly certified payroll from Contractor and Subcontractors must be submitted with invoices for invoices to be processed.

2. Upon completion of the project, the Owner will inspect the work performed hereunder, and if the work shall be found acceptable and all provisions hereunder fully performed, the Owner will certify as to that fact. After such certification of completion has been made, and upon submission by the Contractor of the waivers and releases of lien and affidavit, and certification by the Department of Labor and Industries of correct wages paid, the Owner shall pay to the Contractor all unpaid amounts to which the Contractor shall be entitled hereunder; however, in order for the Owner to comply with Washington State law RCW 60.28, the retained five percent (5%) shall be paid in accord with the provisions of that statute.

ARTICLE XXII - RELEASE OF LIENS

Upon request of the Owner and in accordance with the terms noted in Article XXI, Section 2 of this Contract, the Contractor agrees to provide releases from subcontractors and suppliers.

ARTICLE XXIII - FINAL PAYMENT RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be and constitute, a full and final release to the Owner and every officer and agent thereof from all claims and liability to the Contractor for anything done, or furnished for or relating to or affecting the work.

ARTICLE XXIV - EMPLOYEES

The Owner shall have the right to require the removal from the work of any employee of the Contractor if in the judgment of the Owner such removal shall be necessary in order to protect the interests of the Owner.

ARTICLE XXV - DISPUTE RESOLUTION AND ATTORNEY'S FEES

Unless otherwise required by applicable statute or Court Rule, each party to this Contract shall bear their own attorney fees and costs concerning any and all legal proceedings related to this Contract. Any arbitration provisions contained in the Standard Specifications are hereby deleted and replaced with the requirement that any unresolved claims, disputes, or other legal actions of any kind between the parties to this Contract shall be resolved by filing a lawsuit in Thurston County Superior Court.

ARTICLE XXVI - VENUE

Venue for any cause of actions based upon this Contract shall be in Thurston County, Washington.

ARTICLE XXVII - TITLE 51 WAIVER

The Contractor specifically waives its immunity under applicable worker's compensation statutes, including, but not limited to, Title 51 RCW. This waiver includes (but is not limited to) any otherwise applicable immunity to indemnity and defense of claims as required by the Standard Specifications. By its signature executed below, the Contractor specifically acknowledges that this provision of the Contract has been negotiated and agreed between the parties. Contractor further agrees to require a similar waiver in all subcontractor contracts.

ARTICLE XXVIII - AMERICAN IRON AND STEEL REQUIREMENTS

The Contractor acknowledges to and for the benefit of the Owner and the Washington State Department of Health (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement as of the day and year first above written.

DISTRICT:
PUBLIC UTILITY DISTRICT #1 OF
THURSTON COUNTY

CONTRACTOR:

By: _____
John Weidenfeller, General Manager
1230 Ruddell Road SE
Lacey, WA 98503

By: _____

Date of Signature: _____

Date of Signature: _____

General Contract Requirements

COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS

Fund program with federal funds from the Environmental Protection Agency. DWSRF requirements and provisions must be met by general contractors and all subcontractors.

The Contractor and its consultants and contractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. The Contractor and its consultants and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project. The Contractors and its contractors and consultants shall include in all contracts, subcontracts and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

Environmental Authorities

- Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- Clean Air Act, Public Law 84-159 as amended
- Coastal Barrier Resources Act, Public Law 92-583 as amended
- Endangered Species Act, Public Law 93-205 as amended
- Environmental Justice, Executive Order 12898
- Floodplain Management, Executive Order 11934 as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- National Historic Preservation Act of 1966, Public Law 89-665 as amended
- Safe Drinking Water Act, Public Law 93-523 as amended
- Wild and Scenic Rivers Act, Public Law 90-542 as amended
- Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

Economic and Miscellaneous Authorities

- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
- Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- Debarment and Suspension, Executive Order 12549
- American Iron & Steel Products Requirements of Consolidated Appropriations Act of 2014

Social Policy Authorities

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590

Davis Bacon Act

- Applicable federal wage decisions

State Laws

- Chapter 36.70A RCW, Growth Management Act
- Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- Chapter 39.12 RCW, Washington State Public Works Act
- Chapter 43.20 RCW, State Board of Health
- Chapter 43.70 RCW, Department of Health
- Chapter 43.155 RCW, Public Works Project
- Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- Chapter 246-290 WAC, Group A Public Water Systems
- Chapter 246-291 WAC, Group B Public Water Systems
- Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- Chapter 246-293 WAC, Water Systems Coordination Act
- Chapter 246-294 WAC, Drinking Water Operating Permits
- Chapter 246-295 WAC, Satellite System Management Agencies
- Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- Title 173 WAC, Department of Ecology Rules
- ESHB 1497 Section 1021, Investment Grade Efficiency Audit

WASHINGTON STATE DEPARTMENT OF HEALTH DRINKING WATER STATE REVOLVING FUND (DWSRF)

The following clauses will be incorporated into construction contracts receiving financial assistance from the Washington State Department of Health Drinking Water State Revolving Fund. In the event of conflict within the contract, these clauses shall take precedence.

Required Bid Submittals

The following submittals must be submitted with the bid proposal:

- Complete Bidders List

Compliance with State and Local Laws

The contractor shall ensure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

Civil Rights

All contracts must include and comply with the following:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794

No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The Age Discrimination Act of 1975, 42 U.S.C. § 6102

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

Equal Employment Opportunity, Executive Order No. 11246 (1965)

Through a series of Executive Orders, and a decision by the Equal Employment

Opportunity Commission, the federal government has established a national policy designed to battle discrimination based on race, color, sex, religion, and national origin in federal assistance programs and to enhance hiring, training, and promotion opportunities for minorities and women in construction programs financed, in part, by federal dollars.

If a contract exceeds \$10,000, the contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Must be included in all contracts:**Equal Opportunity Clause (41 CFR part 60-1.4(b))**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. If the contractor doesn't comply with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts according to procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding on each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246 and 41 CFR part 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be according to that plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where they perform the work. Goals periodically appear in the Federal Register notice form. You can obtain such notices from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The contractor is expected to make uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. To count the nonworking training hours of apprentices and trainees in meeting the goals, the contractor must employ such apprentices and trainees during the training period, and make a commitment to employ them at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative action's to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based on its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor assigns employees to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and the action taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the director of the Federal Contract Compliance Program when the union or unions the contractor has a collective bargaining agreement with doesn't refer to the contractor, a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities or participate in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially programs the Department of Labor funds or approves. The contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and asking them to help the contractor meet its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by reviewing the policy with all management personnel and all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees that have any responsibility for hiring, assignment,

layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel, such as superintendents or general foremen, before initiating construction work at any job site. The contractor must make and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subjectmatter.

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

9. A single goal for minorities and a separate single goal for women were established. The contractor, however, must provide equal employment opportunity and take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a disparate manner. For example, even if the contractor achieved a goal for women in general, it may be in violation of the Executive Order if it under utilizes a specific minority group of women.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any Subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as the standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director of the Federal Contract Compliance Program shall proceed according to 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to carry out the company EEO policy, to submit reports relating to the provisions hereof as the government may require, and to keep records. Records for each employee must include the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations where the work was performed. The contractor must maintain records in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, we won't require contractors to maintain separate records.
15. Nothing herein provided shall be construed as a limitation on the application of other laws, which establish different standards of compliance, or on the application of requirements for hiring local or other area residents (those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor subject to Title VII of the Civil Rights Act of 1964, as amended, that has 100 or more employees, must file an "Employer Information Report EEO-1" with the EEOC or its delegate. Instructions on how to file are on the EEOC website at <http://www.eeoc.gov/employers/eeo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor must provide facilities for employees in a manner that prevents segregation on the basis of race, color, religion, sex or national origin. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash

rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. Separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.

a. Provision

While performing this contract, the contractor must comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington’s Law against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act. If the contractor fails or refuses to comply with any applicable nondiscrimination law, regulation, or policy, DOH may rescind, cancel, or terminate this contract in whole or in part, and declare the contractor ineligible for further contracts. The contractor shall, however, be given reasonable time to cure this noncompliance.

The contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under U.S. Environmental Protection Agency financial agreements. If the contractor fails to carry out these requirements, it is a material breach of this contract, which may result in contract termination.

American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, “...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

Prohibition Statement

While the contract is in effect, the contractor and its employees may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor (Section 106 of the Trafficking Victims Protection Act of 2009, as amended). The contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

If the contractor or any of its employees is determined to have violated the terms of this section, this contract may be terminated.

Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The contractor and subcontractors must conform to wage requirements prescribed in the federal Davis-Bacon and Related Acts. These acts require them to pay laborers and mechanics employed on contracts funded in whole or in part by SRF appropriations in excess of \$2,000, prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1A or 1B to this specification insert, and an up-to-date wage determination **must** be included in full into **any** contract and in any subcontract in excess of \$2,000. You can find wage determinations at www.wdol.gov.

Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

1. The contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The contractor shall provide immediate written notice to DOH if at any time it learns that its certification was erroneous when submitted or became erroneous due to changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may ask DOH for help obtaining a copy of those regulations.
4. The contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The contractor further agrees by signing this agreement, that it will include the clause titled, “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the contractor must ensure that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or cause DOH to pursue legal remedies, including suspension and debarment.
8. The contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DOH on request. The recipient or contractor must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

Disadvantaged Business Enterprises (Temporarily suspended)

Small, minority and women-owned firms should be afforded the maximum opportunity to compete for and obtain bid documents for DWSRF-funded projects. The level of participation by small, minority and women-owned firms should be consistent with their general availability within the professional community involved.

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the U.S. Environmental Protection Agency’s Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40 CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. The contractor’s failure to carry out these requirements is a material breach of this contract, which may result in contract termination or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited

to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington’s Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the full extent practicable through outreach and recruitment activities. For tribal, state and local and government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. You can find Qualified Women and Minority business enterprises online at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women’s Enterprises at 360-704-1181.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for at least 30 calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

Fair Share Objective Goal (40 CFR Part 33 Subpart D).

A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program. The goals for the utilization of disadvantaged businesses are as follows:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

All general contractors and subcontractors must accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women

Business goals.

The DWSRF program exempts borrowers that receive a total of \$250,000 or less in EPA funds in a given fiscal year from the Fair Share Objective requirements.

IMPORTANT: Only MBEs and WBEs certified by EPA, SBA, DOT, or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503). (suspended)

The contractor shall provide EPA Form 6100-2 DBE Subcontractor Participation Form to all DBE subcontractors. Subcontractors may submit EPA Form 6100-2 Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract. The contractor shall require all DBE subcontractors to complete EPA Form 6100-3 DBE Subcontractor Performance Form. The contractor shall complete EPA Form 6100-4 DBE Subcontractor Utilization Form.

The contractor shall submit EPA Form 6100-4 and all completed EPA Form 6100-3 forms with the bid proposal.

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and,
4. Entity's status as an MBE/WBE or non-MBE/WBE

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part 33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

Third Party Beneficiary

The Washington State Department of Health Drinking Water State Revolving Fund is providing partial funding for this project. All parties agree that Washington State shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the Construction Site and to Records

The contractor shall provide Washington State Department of Health and U.S. Environmental Protection Agency personnel safe access to the construction site and to the contractor's records.

The contractor shall maintain accurate records and accounts to facilitate the owner's audit requirements and shall ensure that all subcontractors maintain auditable records.

These project records shall be separate and distinct from the contractor's other records and accounts.

All such records shall be available to the owner and to Washington State Department of Health and EPA

personnel for examination. The contractor must retain all records pertinent to this project for three years after the final audit.

Attachments:

1. Wage Rate Requirements for Subrecipients
 - a. Attachment 1A for municipal borrowers
2. Current Wage Rate Determination (Verified by Contract Manager)
3. Certification of Non-segregated Facilities
4. Notice to Labor Unions or Other Organization of Workers: Non-Discrimination in Employment
5. American Iron and Steel Requirements – The Use of American Iron and Steel

WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS

The following terms and conditions specify how recipients will assist EPA in meeting its Davis- Bacon Act responsibilities when the act applies to EPA awards of financial assistance with respect to government recipients and subrecipients. If a subrecipient has questions about when the act applies, how to obtain correct wage determinations, act provisions, or compliance monitoring, it may contact DOH.

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements

Under the FY 2013 Continuing Resolution, Davis-Bacon prevailing wage requirements apply to construction, alteration, and repair of treatment works carried out in whole or in part with assistance from a state water pollution control revolving fund and to any construction project carried out in whole or in part by assistance from a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the state recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Before issuing requests for bids, proposals, quotes or other methods for soliciting contracts, subrecipients shall obtain the wage determination for the locality where a covered activity subject to DB will take place. Subrecipients must submit the wage determination to Department of Health before inserting it into a solicitation or contract, or issuing task orders, work assignments or similar instruments to existing contractors unless the state recipient provides other directions. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring subcontractors to follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days before the closing date, the subrecipient may ask the state recipient whether there is reasonable time to notify interested contractors of the modified wage determination. The state recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days after closing the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the state recipient obtains, at the subrecipient's request, an extension of the 90 day period from DOL (29 CFR 1.6(c)(3)(iv)). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

Subrecipients shall review all subcontracts subject to DB that prime contractors enter into to verify that the prime contractor required its subcontractors to include the applicable wage determinations.

(c) If DOL determines that the subrecipient failed to incorporate a wage determination or used a wage determination that clearly doesn't apply to the contract or ordering instrument, it may issue a revised wage determination after the subrecipient awarded the contract or issued an ordering instrument (29 CFR 1.6(f)). If this occurs, the subrecipient must either terminate and issue a revised contract or ordering instrument, or use a change order to incorporate DOL's wage determination into the contract or ordering instrument retroactive to the beginning. The subrecipient must compensate its contractor for any wage increases resulting from DOL's revised wage determination.

ATTACHMENT 1A
LABOR STANDARDS PROVISIONS
MUNICIPAL BORROWERS

Contract and Subcontract provisions.

(a) The recipient must ensure that subrecipient(s) insert the following clauses in full in any contract in excess of \$2,000 entered for the actual construction, alteration or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from federal funds, or according to guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor at www.dol.gov.

- (ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The state award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria

have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the state award official. The state award official will transmit the request, to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPADB Regional Coordinator concurrently. The administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the state award official or will notify the state award official within the 30-day period that additional time is necessary.
- (C) If the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The subrecipient(s), shall upon written request of the EPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee,

or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the state capitalization grant recipient. Such documentation shall be available on request of the state recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the state indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the state or EPA if requested by the EPA, the state, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate

information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the state, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the federal agency or state may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a state Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a state Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. If the Office of Apprenticeship Training, Employer and Labor Services, or a state Apprenticeship Agency it recognizes, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits according to the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. If the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

contractor (or any of its subcontractors) and Subrecipient(s), state, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA award official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract

Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.
- Subrecipients shall, “immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.”
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

FEDERAL & STATE WAGE RATE DETERMINATIONS

- Davis Bacon Act - Heavy Lewis County wa51
- Davis Bacon Flow Chart
- WA State Prevailing Wage Rates for Public Works Contracts – Effective 3/10/2021

"General Decision Number: WA20210051 01/01/2021

Superseded General Decision Number: WA20200051

State: Washington

Construction Type: Heavy
including water sewer line construction

County: Lewis County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

CARP0030-003 06/01/2020

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 46.92	18.02
MILLWRIGHT.....	\$ 48.42	18.02

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 ELEC0076-005 08/31/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 48.32	23.67

 ENGI0612-014 06/01/2020

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

Zone Differential (Add to Zone 1 rates):

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

in height, base to boom; Excavator/Trackhoe, Backhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Excavator/Trackhoe, Backhoe: over 50 metric tons to 90 metric tons; LOADERS-8 yards and over

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work;; Excavator/Trackhoe, Backhoe: over 30 metric tons to 50 metric tons; Loaders- 6 yards to, but not including, 8 yards

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Excavator/Trackhoe, Backhoe: 15 to 30 metric tons; Loader-under 6 yards; Drilling Machine; Grader-finishing

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Excavator/Trackhoe, Backhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Oiler; Grader-nonfinishing; Boom Truck over 10 tons

GROUP 4 -Cranes-A frame-10 tons and under; Forklift: under 3000 lbs with attachments; Boom Truck 10 Tons and under

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

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

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

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

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

 * IRON0086-012 07/01/2020

	Rates	Fringes
Ironworker (REINFORCING & STRUCTURAL)	\$ 43.95	31.00

 LABO0252-003 06/01/2020

ZONE 1:

	Rates	Fringes
LABORER		
GROUP 2	\$ 31.82	12.44

GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

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

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

LABORERS CLASSIFICATIONS

GROUP 2: Flagger

GROUP 3: Chipping Guns (Under 30 lbs); General or Common Laborer

GROUP 4: Chipping Guns (Over 30 lbs); Pipe Layer

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete; Grade Checker

PAIN0005-008 07/01/2020

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 25.19	13.20

PLAS0528-004 06/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.80	18.54

SUWA2009-042 08/07/2009

	Rates	Fringes
FENCE ERECTOR.....	\$ 15.00	0.00
LABORER: Landscape.....	\$ 14.67	0.00
OPERATOR: Bulldozer.....	\$ 29.26	0.00
OPERATOR: Mechanic.....	\$ 25.00	0.00
OPERATOR: Roller.....	\$ 25.25	8.20

PIPEFITTER.....	\$ 33.30	6.51
TRUCK DRIVER: Dump Truck.....	\$ 22.82	5.86
TRUCK DRIVER: Water Truck.....	\$ 24.36	8.30
TRUCK DRIVER: 10 Yard Truck.....	\$ 24.61	8.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

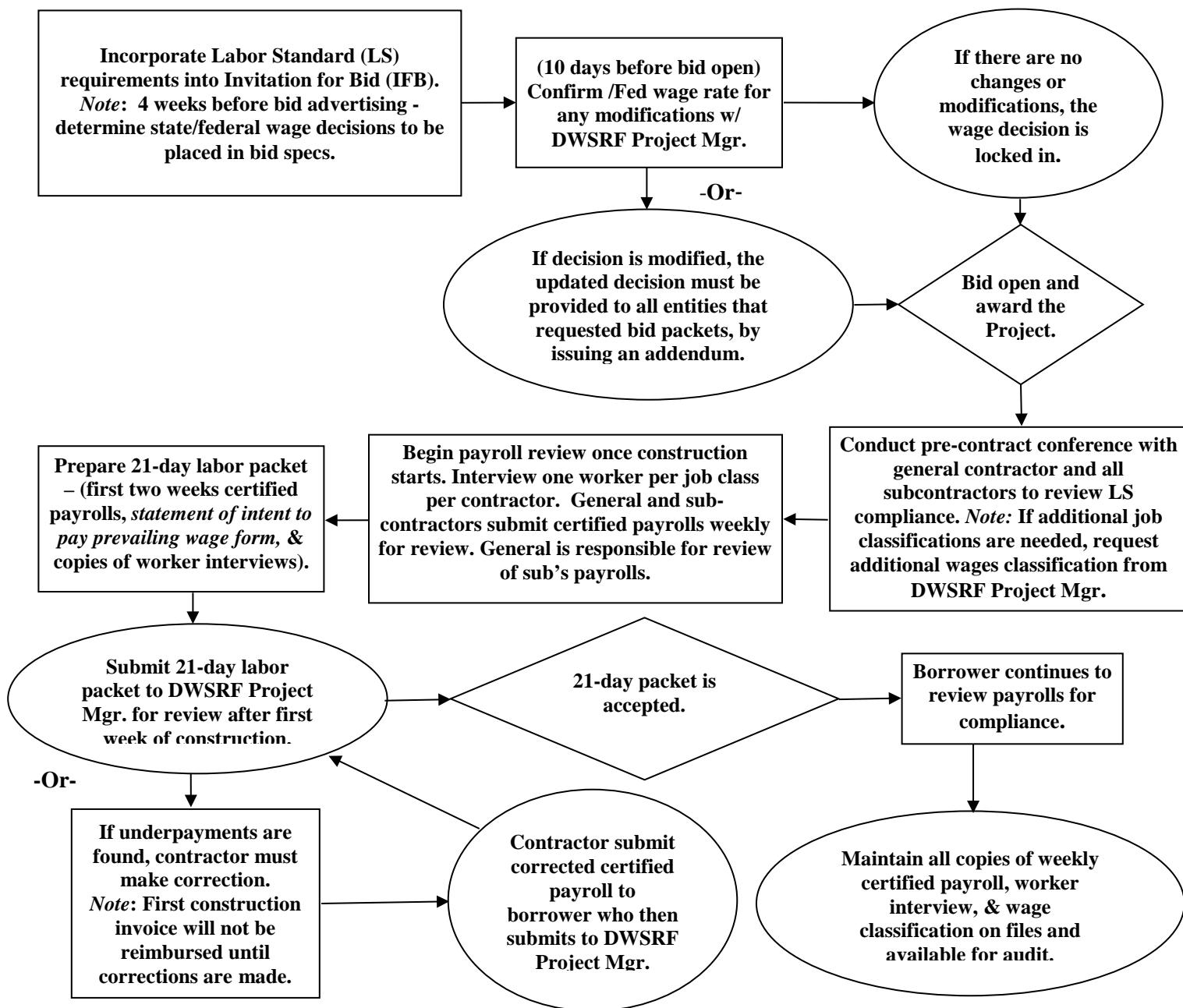
=====

END OF GENERAL DECISION


"

Attachment 7-F: Davis-Bacon Flow Chart

Disclaimer: This is a summarization of the Davis-Bacon process and does not guarantee compliance with all requirements. Borrowers, prime contractors, and sub-contractors are responsible for compliance with all the rules and guidelines as required by the Davis-Bacon Act as enacted in the laws. DOH expressly disclaims any warranty related to the compliance with the Davis-Bacon requirements and will accept no responsibility for any consequences arising from the use or reliance on this Flow Chart.



Top of Form

Effective Date:  Apprentice Wages

Benefit Code Key for 3/15/2021

Note: Select View under *Risk Class to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

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

Lewis	Cement Masons	Floor Grinding/Polisher	\$64.34	7A	4U		View
Lewis	Cement Masons	Green Concrete Saw, self-powered	\$64.84	7A	4U		View
Lewis	Cement Masons	Grouting of all Plates	\$64.34	7A	4U		View
Lewis	Cement Masons	Grouting of all Tilt-up Panels	\$64.34	7A	4U		View
Lewis	Cement Masons	Gunite Nozzlemans	\$64.84	7A	4U		View
Lewis	Cement Masons	Hand Powered Grinder	\$64.84	7A	4U		View
Lewis	Cement Masons	Journey Level	\$64.34	7A	4U		View
Lewis	Cement Masons	Patching Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Pneumatic Power Tools	\$64.84	7A	4U		View
Lewis	Cement Masons	Power Chipping & Brushing	\$64.84	7A	4U		View
Lewis	Cement Masons	Sand Blasting Architectural Finish	\$64.84	7A	4U		View
Lewis	Cement Masons	Screed & Rodding Machine	\$64.84	7A	4U		View
Lewis	Cement Masons	Spackling or Skim Coat Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Troweling Machine Operator	\$64.84	7A	4U		View
Lewis	Cement Masons	Troweling Machine Operator on Colored Slabs	\$64.84	7A	4U		View
Lewis	Cement Masons	Tunnel Workers	\$64.84	7A	4U		View
Lewis	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$118.80	7A	4C		View
Lewis	Divers & Tenders	Dive Supervisor/Master	\$81.98	7A	4C		View
Lewis	Divers & Tenders	Diver	\$118.80	7A	4C	8V	View
Lewis	Divers & Tenders	Diver On Standby	\$76.98	7A	4C		View
Lewis	Divers & Tenders	Diver Tender	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Manifold Operator	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	\$74.91	7A	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	\$65.19	7A	4C		View
Lewis	Dredge Workers	Assistant Engineer	\$70.62	5D	3F		View
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$70.07	5D	3F		View
Lewis	Dredge Workers	Boatmen	\$70.62	5D	3F		View
Lewis	Dredge Workers	Engineer Welder	\$71.97	5D	3F		View
Lewis	Dredge Workers	Leverman, Hydraulic	\$73.41	5D	3F		View
Lewis	Dredge Workers	Mates	\$70.62	5D	3F		View
Lewis	Dredge Workers	Oiler	\$70.07	5D	3F		View
Lewis	Drywall Applicator	Journey Level	\$64.94	5D	1H		View
Lewis	Drywall Tapers	Journey Level	\$65.31	5P	1E		View
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$13.69		1		View
Lewis	Electricians - Inside	Cable Splicer	\$77.53	5C	1G		View

Lewis	Electricians - Inside	Journey Level	\$72.56	5C	1G		View
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$82.51	5C	1G		View
Lewis	Electricians - Inside	Welder	\$77.53	5C	1G		View
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Lewis	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
Lewis	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
Lewis	Electronic Technicians	Journey Level	\$46.47	6Z	1B		View
Lewis	Elevator Constructors	Mechanic	\$100.51	7D	4A		View
Lewis	Elevator Constructors	Mechanic In Charge	\$108.53	7D	4A		View
Lewis	Fabricated Precast Concrete Products	Journey Level	\$13.69		1		View
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.69		1		View
Lewis	Fence Erectors	Fence Erector	\$44.40	7A	4V	8Y	View
Lewis	Fence Erectors	Fence Laborer	\$44.40	7A	4V	8Y	View
Lewis	Flaggers	Journey Level	\$44.40	7A	4V	8Y	View
Lewis	Glaziers	Journey Level	\$69.26	7L	1Y		View
Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$79.43	5J	4H		View
Lewis	Heating Equipment Mechanics	Journey Level	\$89.61	7F	1E		View
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$54.01	7A	4V	8Y	View
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By	Grout Truck Operator	\$13.69		1		View

	Remote Control						
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.69		1		View
Lewis	Insulation Applicators	Journey Level	\$64.94	7A	4C		View
Lewis	Ironworkers	Journeyman	\$76.78	7N	1O		View
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Airtrac Drill Operator	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Ballast Regular Machine	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Batch Weighman	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Brick Pavers	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Brush Cutter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Brush Hog Feeder	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Burner	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Caisson Worker	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Carpenter Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Cement Dumper-paving	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Cement Finisher Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Change House Or Dry Shack	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Chipping Gun (30 Lbs. And Over)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Chipping Gun (Under 30 Lbs.)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Choker Setter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Chuck Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Clary Power Spreader	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Clean-up Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Concrete Dumper/Chute Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Concrete Form Stripper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Concrete Placement Crew	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Concrete Saw Operator/Core Driller	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Crusher Feeder	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Curing Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Ditch Digger	\$52.39	7A	4V	8Y	View

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

Lewis	Laborers	Pipe Pot Tender	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Reliner	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Wrapper	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pot Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Powderman	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Powderman's Helper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Power Jacks	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Railroad Spike Puller - Power	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Raker - Asphalt	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Re-timberman	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Remote Equipment Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rigger/Signal Person	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rip Rap Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Rivet Buster	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rodder	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Scaffold Erector	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Scale Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Sloper (Over 20")	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Sloper Sprayer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Spreader (Concrete)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Stake Hopper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Stock Piler	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Swinging Stage/Boatswain Chair	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Tamper (Multiple & Self-propelled)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Toolroom Person (at Jobsite)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Topper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Track Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Track Liner (Power)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Traffic Control Laborer	\$47.48	7A	4V	9C	View
Lewis	Laborers	Traffic Control Supervisor	\$50.31	7A	4V	9C	View
Lewis	Laborers	Truck Spotter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Tugger Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$129.67	7A	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$134.70	7A	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$138.38	7A	4V	9B	View

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

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

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

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

		Distribution & Mulch Seeding Operator					
Lewis	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Pavement Breaker	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Power Plant	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Pumps - Water	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Rigger and Bellman	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Rollagon	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Saws - Concrete	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Service Engineers: equipment	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe:	\$70.17	7A	3K	8X	View

		Over 30 Metric Tons To 50 Metric Tons					
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$71.60	7A	3K	8X	View
Lewis	Power Equipment Operators	Slipform Pavers	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Subgrader Trimmer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Trenching Machines	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Welder	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$66.01	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cableways	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$69.33	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Crusher	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators-	Remote Control Operator On	\$70.17	7A	3K	8X	View

	Underground Sewer & Water	Rubber Tired Earth Moving Equipment					
Lewis	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Service Engineers: equipment	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to	\$71.93	7A	3K	8X	View

		boom					
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Welder	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$69.55	7A	3K	8X	View
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	5A	4A		View
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$79.46	5A	1G		View
Lewis	Residential Brick Mason	Journey Level	\$21.96		1		View
Lewis	Residential Carpenters	Journey Level	\$24.89		1		View
Lewis	Residential Cement Masons	Journey Level	\$16.79		1		View
Lewis	Residential Drywall Applicators	Journey Level	\$36.07		1		View
Lewis	Residential Drywall Tapers	Journey Level	\$24.48		1		View
Lewis	Residential Electricians	Journey Level	\$37.53	5A	1B		View
Lewis	Residential Glaziers	Journey Level	\$25.40		1		View
Lewis	Residential Insulation Applicators	Journey Level	\$28.53		1		View
Lewis	Residential Laborers	Journey Level	\$23.10		1		View
Lewis	Residential Marble Setters	Journey Level	\$21.96		1		View
Lewis	Residential Painters	Journey Level	\$18.76		1		View

Lewis	Residential Plumbers & Pipefitters	Journey Level	\$26.35		1		View
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$32.89		1		View
Lewis	Residential Sheet Metal Workers	Journey Level	\$33.28		1		View
Lewis	Residential Soft Floor Layers	Journey Level	\$14.86		1		View
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$20.28		1		View
Lewis	Residential Stone Masons	Journey Level	\$21.96		1		View
Lewis	Residential Terrazzo Workers	Journey Level	\$14.86		1		View
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$14.86		1		View
Lewis	Residential Tile Setters	Journey Level	\$14.86		1		View
Lewis	Roofers	Journey Level	\$56.95	5A	2O		View
Lewis	Roofers	Using Irritable Bituminous Materials	\$59.95	5A	2O		View
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$89.61	7F	1E		View
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1		View
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$52.39	7A	4V	8Y	View
Lewis	Soft Floor Layers	Journey Level	\$51.91	5A	3J		View
Lewis	Solar Controls For Windows	Journey Level	\$13.69		1		View
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$66.01	7J	1R		View
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.69		1		View
Lewis	Stone Masons	Journey Level	\$60.57	7E	1N		View
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1		View
Lewis	Surveyors	Chain Person	\$68.39	7A	3K		View
Lewis	Surveyors	Instrument Person	\$69.02	7A	3K		View
Lewis	Surveyors	Party Chief	\$70.17	7A	3K		View
Lewis	Telecommunication Technicians	Journey Level	\$46.47	6Z	1B		View
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$37.40	5A	2B		View
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.04	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.22	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$35.34	5A	2B		View
Lewis	Terrazzo Workers	Journey Level	\$55.71	7E	1N		View

Lewis	Tile Setters	Journey Level	\$55.71	7E	1N		View
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$46.54	7E	1N		View
Lewis	Traffic Control Stripers	Journey Level	\$49.13	7A	1K		View
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers	Asphalt Mix To 16 Yards	\$62.96	5D	4Y	8L	View
Lewis	Truck Drivers	Dump Truck	\$62.96	5D	4Y	8L	View
Lewis	Truck Drivers	Dump Truck & Trailer	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers	Other Trucks	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers - Ready Mix	Transit Mix	\$63.80	5D	4Y	8L	View
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$13.69		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8).

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.

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.

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.

Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (9).

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.

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.

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 and all hours worked on Sundays and Holidays worked shall be paid at double the hourly rate of wage.

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.

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.

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.

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 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.

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.

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.

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.

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.

On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime 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.

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.

The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay. Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet. Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

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.

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.

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.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (9).

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.

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.

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.

Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (8).

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.

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.

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.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

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.

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.

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

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. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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

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

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

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

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.

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.

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.

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.

Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (7).

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.

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.

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

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.

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

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas Day, and Christmas Day (8).

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.

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.

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.

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.

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.

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.

The first ten (10) 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.

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

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

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project

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

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

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

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

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

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

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.

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.

Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

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

Overtime 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.

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.

All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

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.

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.

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.

All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special

shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due

to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

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.

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.

All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

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.

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.

All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at 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.

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.

Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$0.75, Level B: \$0.50, and Level C: \$0.25.

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.

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.

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

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

hour for all hours worked that shift.

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

Workers on hazmat projects receive additional hourly premiums as follows - Level A: \$0.75, Level B: \$0.50, and Level C: \$0.25.

Close

Verify Workers' Comp Coverage

Risk classes are assigned based on Nature of Contract, Business, or Phase of Construction. WAC 296-17-31013.

If you have questions pertaining to risk classification, please contact Employer Services 360-902-4817.

Close

Bottom of Form

American Iron and Steel Provision

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the Department of Health approved the engineering plans and specification for the project were prior to January 17, 2014.

The contractor acknowledges to and for the benefit of the project owner and the state of Washington that it understands the goods and services under this agreement are being funded with monies made available by the Drinking Water State Revolving Loan Fund which contains provision commonly known as “Buy American;” that requires all iron and steel products used in the project be produced in the United States (American Iron and Steel Requirements). The act defines iron and steel products as, “...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

The contractor hereby represents and warrants to and for the benefit of the project owner and the state that:

- a) The contractor reviewed and understands the American Iron and Steel Requirements,
- b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
- c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the project owner or the state.

Notwithstanding any other provisions of this agreement, any failure to comply with this paragraph by the contractor shall permit the project owner or state to recover as damages against the contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the project owner or state resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the state or any damages owed to the state by the project owner). While the contractor has no direct contractual obligation with the state, as a lender to the project owner for the funding of its project, the project owner and the contractor agree that the state is a third-party beneficiary and neither this paragraph nor any other provision of the agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the state.

SUBMIT THIS SECTION FOR YOUR BID/PROPOSAL

Timberline Village Pumphouse and Mainline Replacement

- Bid Form
- Bid Proposal
- BidSecurity
- Contractor Registration
- References
- W-9
- Bankruptcy, Lawsuits, or Regulatory Actions
- Contractor's & Subcontractor's Company Information
- Non-Collusion Affidavit
- List of Subcontractor's

Note: Certification of Non-segregated Facilities from Notifications needs to be submitted with Proposal

Bid Form

TIMBERLINE VILLAGE PUMPHOUSE AND MAINLINE REPLACEMENT

SUBMIT TO: Thurston PUD (District) at 1230 Ruddell Rd SE, Lacey WA 98503 on Wednesday, April 21, 2021 at 4 p.m.

FOR THE PROJECT:

Name: **Timberline Village Pumphouse and Mainline Replacement**
Address: 107 Bearfoot Rd, Packwood WA 98361
TPN 035048017049

SUBMITTED BY: _____

Company: _____

Address: _____

E-mail Address _____

I, _____, from the above listed Company hereby submit this bid for the purpose of completing work on the above described property.

By submitting this bid, the Contractor verifies that they have inspected the property and structures described above to be improved; have read and understand the Specifications and Instructions to Bidder; understand the project is federal funded and must be in compliance with DWSRF rules, understand the character and extent of the work to be done; and propose to furnish all labor, locates, materials, permits, equipment, and insurance to accomplish all work described in the Specifications in a substantial and workmanlike manner.

Signature

Date

Bid Proposal

PROJECT TITLE: Timberline Village Pumphouse and Mainline Replacement

The undersigned bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon. And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum price as set forth in the bid below: (Note: Show prices in figures only.)

The enclosed bid sheets are not all-inclusive, although they do include all major items. It is assumed the contractor will take into account accessory supplies such as tape, stakes, pipe supports, repair couplings, and misc. fittings, etc. Space is available for additional items to be shown on the bid sheets. Additional units may be added for the purpose of billing during construction; only the final complete project price shall be used in evaluation of bids.

Incomplete lines will be assumed to be charged from other line items. No change orders will be given for miscellaneous items, or items which are not given specific values. No changes to price of any item or total will be permitted after bid opening; however, bidder may withdraw bid without option of reconsideration within 24 hours of bid opening if bidder believes substantial defects exist in their bid. If an unexplained discrepancy exists between the sum of unit prices and the total price, the discrepancy shall be resolved in favor of the sum of unit prices.

Bid sheets are not to be used in isolation from the attached drawings, standards, details and specification sheets, and the complete project price is assumed to include all components, labor, and permitting necessary to provide a functional system upon completion.

Abbreviations are as follows:

MJ = Mechanical Joint, FL = Flanged, SW = Solvent Weld, TH = Threaded,
LS = Lump Sum, EA = each, LF = per unit foot, yd = per cubic yard.

Items bid as lump sum pricing may be billed by estimated fraction completed, items bid as "each" may only be billed upon final installation and approval of the corresponding item, no partial payment will be permitted.

Where practical, multiple pipes may be laid within a single trench to facilitate installation. Tracer-wire shall denote the path of the trench, but is not necessary for individual waterlines. Gas-lines shall have separate tracer-wire from waterlines.

Electronic bid sheets (Microsoft Excel format) are available upon request. Forms will be accepted either printed or hand-written, provided the sheets are legible.

Installation of items with associated detail drawings, such as service meters, sample ports etc, shall mean the provision of all materials, purchase of equipment, and supplying all labor to effect the installation of the specified item.

Bid Sheet

The undersigned bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon. And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum price as set forth in the bid below: (Note: Show prices in figures only.)

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
A-1	8" C900 Mainline	LS	1	\$	\$
A-2	2" Poly Temporary Line	LS	1	\$	\$
A-3	Replace Pumphouse with new electrical panel and controls	LS	1	\$	\$
A-4		LS	1	\$	\$
A-5		LS	1	\$	\$
A-6		LS	1	\$	\$
Project Subtotal:					\$

Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue such bonds in Washington State in the amount of 5 percent of the bid. Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if award has not been made within calendar 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of its bid.

The successful bidder, upon its failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after bidder has received notice of the acceptance of its bid, shall forfeit to the Owner, as liquidated damages for failure or refusal, the security deposited with its bids.

Contractor Registration

Bidder: Insert a copy of your active Contractor Registration in the Submittal Packet.

References

Each Bidder must attach three references for similar projects that were completed in the last 5 years that include, Company name, project completed, cost of project, contact name and phone number.

W-9

Bidder: Insert a copy of your IRS W-9 form.

Bankruptcy, Lawsuits or Regulatory Actions

As part of its bid package, each bidder will certify that it is, or is not involved in any litigation or regulatory action at time of the bid. If they are, the bidder is required to provide applicable information including the parties involved, dates, places, courts, and a brief synopsis of the details. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give the District the right to cancel the contract or apply other legal or administrative remedies.

1. Has the organization (either under this name or other names this organization has done business as) been in any form of bankruptcy at any time during the last seven (7) years?

No _____ Yes _____

If "yes," please attach a copy of the bankruptcy petition, showing the case name, number, court, initial filing date, applicable Bankruptcy Code (chapters), and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case if no discharge order was issued. If the organization has operated under other names, please list those with the years of operation.

2. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the organization (whether or not closed) or is any bankruptcy proceeding pending by or against the organization regardless of the date of filing?

No _____ Yes _____

If applicable, describe in detail what the organization's long term plan is to address any potential difficulties the above is having on your ability to complete this project.

3. Are there any other regulatory actions, legal actions, and/or potential lawsuits pending against the organization?

No _____ Yes _____

If so, please describe.

4. Litigation:

No _____ Yes _____

If applicable, provide the caption, cause number, Court, Counsel, and general summary of any litigation pending, or judgment rendered, within the past three (3) years against the bidder, as applicable.

Contractor's & Subcontractor's Company Information

Project Name:
Contractor/Subcontractor:
Mailing Address:
Email Address:
Phone:
DUNS No.:

List all owners, partners or officers of this firm:

Name	Title	Address

List other construction business(es) in which this firm has a substantial interest:

Name	Type of Business	Address

Contact person completing certified payroll reports for this firm:

Name:
Mailing Address:
Email Address:
Phone:

Sub-contractors attach W-9

Non-Collusion Affidavit

STATE OF WASHINGTON

COUNTY OF THURSTON

The undersigned, being first duly sworn on oath, says that the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and (s)he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said bidder has not in any manner sought by collusion to secure him/herself an advantage over any other bidder or bidders.

Signature of Bidder/Contractor

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public in and for the
State of Washington.
Residing at _____

My Commission Expires: _____

List of Subcontractors to be Used on Project:

Company Name	Address	Contact Name	Phone Number
Email Address	Work to be performed:		
Company Name	Address	Contact Name	Phone Number
Email Address	Work to be performed:		
Company Name	Address	Contact Name	Phone Number
Email Address	Work to be performed:		
Company Name	Address	Contact Name	Phone Number
Email Address	Work to be performed:		

If you need more space, add additional sheets.

Post Award Documents

Within 10 days after award, the Prime Contractor will deliver completed, accurate forms as listed below for its own firm and any and all subcontract firms.

FORMS	PRIME	SUBS
Performance and Payment bond	YES	
Evidence of Insurance	YES	YES
Non-Collusion Affidavit	*	YES
Contractors & Subcontractors Company Information	*	YES
Certification of Non-Segregated Facilities	*	YES
Notice to Labor Unions	YES	YES
Intent to Pay Prevailing Wages (L&I form)	YES	YES

*Submitted with bid.

In addition to the forms listed above, the Prime Contractor shall deliver executed subcontracts which contain the applicable provisions as set forth in General Contract Requirements of this bid manual within 10 days of award. Contracts subsequently entered into during the term of the project shall be delivered within 15 days of execution.

The Prime contractor shall be responsible for collecting, reviewing, signing and forwarding to the District, original Certified Payroll Reports for their own firm as well as all subcontractors on a weekly basis.

Contract Bond (100% Performance and Payment Bond)

Bond to Public Utility District #1 of Thurston County

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the Public Utility District #1 of Thurston County (District) in the penal sum of \$_____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and applicable local government ordinances.

Dated at _____, Washington, this _____ day of _____, 2021 _.

WHEREAS, the District has let or is about to let to the said _____, the above bonded Principal, a certain contract, providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore, if the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the District harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the District, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this _____ day of _____, 2021.

Surety

Principal

By: _____

By: _____

Title

Title

ATTACHMENTS

Attachment A - Plans, Drawings, Equipment and Standards:

- Project Report - Pumphouse Replacement
 - Standard Drawings
 - Relief Valve
 - Project Drawing
- Project Report – Mainline Replacement
 - Standard Drawings
 - Project Drawings

Attachment B – Special Provisions

Attachment C – Change Order Form

Attachment D - Sample American Iron and Steel Certification

Attachment E - Inadvertent Discovery Plan (IDP)

Attachment F - WA State DOH Final Determination Letter

**Planning • Management • Engineering**

P.O. Box 123 • Port Orchard, WA 98366 • 888-881-0958 • 360-876-0958
www.nwwatersystems.com

December 4, 2020

Scott Pollock
Southwest Drinking Water Operations
P.O. Box 47823
Olympia, WA 47823

Subject: Timberline Village #628, ID #88388B, Lewis County, Pumphouse Transition Plan

Dear Scott Pollock,

The Timberline Village #628 water system well pumphouse foundation and building was damaged by a flood years ago. The existing water system components are on an unstable temporary floor. The system has obtained funding to replace the existing pumphouse.

All plumbing in the existing pumphouse will remain the same. The existing pumphouse foot print is larger than necessary and will be reduced to a 12'x16' building. There are two trees, one on each side of the pumphouse, which will be removed as part of this project.

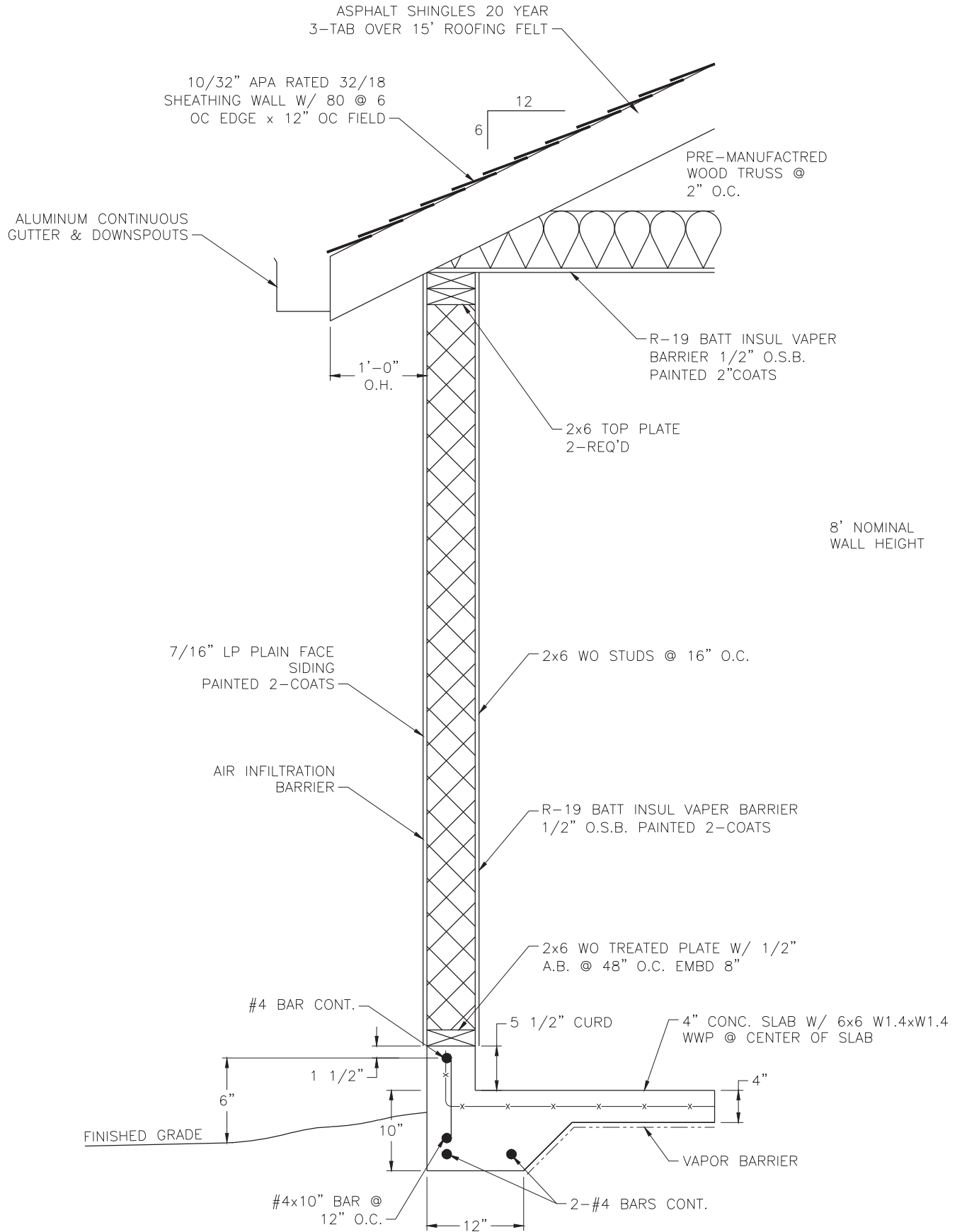
One well is located outside of the pumphouse with a pitless adapter and one well is located inside the pumphouse. This well will be protected from physical damage and any contamination during the construction process.

The plumbing in the southeastern portion of the pumphouse is currently supported by plywood. The contractor shall cut away the plywood and support the plumbing with concrete blocks, repeating this process until all of the plumbing is supported. The plywood flooring can then be removed and a new pumphouse slab and stem walls shall be poured. The step between the southeastern and northwestern portions of the building shall remain, this is approximately 18 inches.

The new pumphouse will be built around the existing A-frame pumphouse to ensure the water system components are protected during construction. A new electrical panel and pump controllers will be installed prior to removing the existing electrical panel. The new electrical panel will have a generator transfer switch. Once the new electrical panel is ready, it is anticipated the transition between the existing and new panel can be accomplished in one day.

Pressure relief valves (PRV's) will be installed on each well between the wellhead and isolation valve. The wells are finished in the same aquifer and have a static water level (SWL) of approximately 35 feet. The setpoint pressure for each PRV will be 100 psi (231 feet). A specification sheet for the proposed PRV is enclosed.

Upon completion, NWS will visit the site to ensure the required components are installed.



THURSTON PUD STANDARD DETAIL

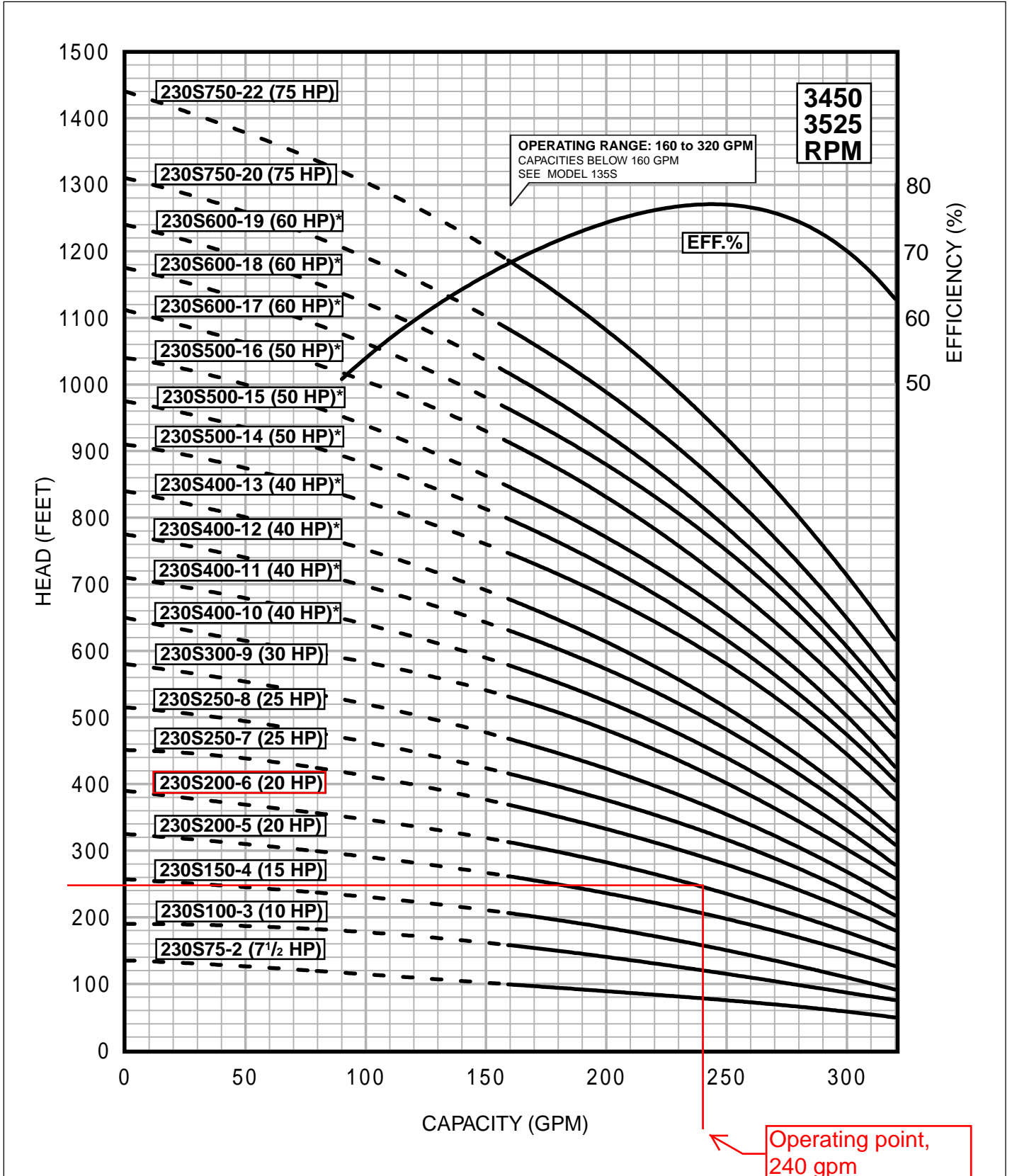
FIGURE 1 - PUMP HOUSE CROSS SECTION

Model 230S 230 GPM Performance Curves

FLOW RANGE: 160 -320 GPM

OUTLET SIZE: 3" NPT

NOMINAL DIA. 6"



SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

4" MOTOR STANDARD, 7.5 HP/3450 RPM
6" MOTOR STANDARD, 7.5-40 HP/3450 RPM.
8" MOTOR STANDARD, 50-75 HP/3525 RPM.

* Alternate motor sizes available.

Performance conforms to ISO 2548 Annex B @ 8 ft. min. submergence.

SUBMERSIBLE PUMPS

STS SERIES

MENU

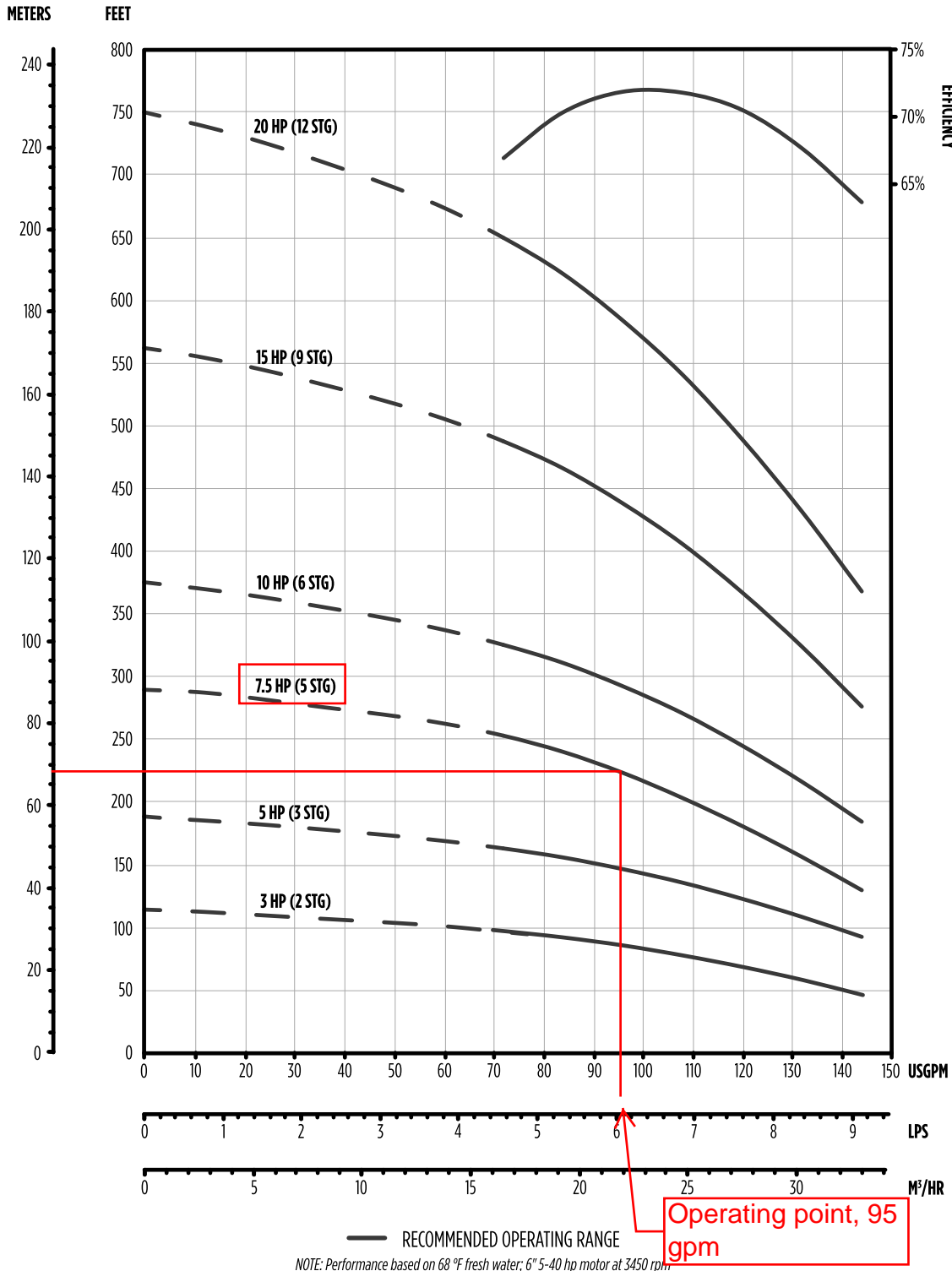


5-INCH - 120 GPM

S02 (outside) well pump curve

PERFORMANCE

Basic Model	PEI _{CL} Number
120STS5	0.89



NOTE: Performance based on 68 °F fresh water; 6" 5-40 hp motor at 3450 rpm.



KUNKLE MODELS 19/19M/20/20M/20P/20MP/200A/200H LIQUID RELIEF VALVES

SAFETY AND RELIEF PRODUCTS

Extra-heavy rugged construction non-code bronze liquid relief valves with a variety of model options to meet specific applications



FEATURES

- Inlet and outlet connections cast integral with body for easy inspection and servicing without disconnecting piping.
- Available with optional female NPT inlet or flanged inlet and outlet connections.
- Beveled seats lapped for optimum performance.
- Stainless steel spring for optimum corrosion resistance.
- Spherical pivot between disc and spring corrects misalignment and compensates for spring side thrust.
- Tested and inspected for pressure setting and leakage.

GENERAL APPLICATION

A range of valves suitable for overpressure relief and protection of pumps, tanks, lines and hydraulic systems; pressure regulation and continuous by-pass relief.

TECHNICAL DATA

Connections:	Threaded NPT or flanged
Temperature range:	-60° to 406°F (-51° to 208°C)
Pressure range ⁽¹⁾ :	1 to 500 psig (.07 to 20.7 barg)

NOTE

1. See page 5 for specifications table.

KUNKLE MODELS 19/19M/20/20M/20P/20MP/200A/200H LIQUID RELIEF VALVES

SAFETY AND RELIEF PRODUCTS

MODELS OVERVIEW

Model 19: all bronze, equipped with handwheel for easy adjustment within spring ranges.

Model 19M: as model 19 except SS trim (seat and disc). Available in 2½" and 3" only. For higher pressure settings or severe applications.

Model 20: all bronze, with pressure-tight cap. Suitable for maximum back pressure of 50 psig (3.45 barg).^[1]

Model 20M: as model 20 except SS trim (seat and disc). Available in 2½" and 3" only. For higher pressure settings or severe applications. Maximum back pressure of 50 psig (3.45 barg).^[1]

Model 20P: as model 20 except with packed lift lever. Suitable for maximum back pressure of 50 psig (3.45 barg).^[1]

Model 20MP: as model 20M except with packed lift lever. Maximum back pressure of 50 psig (3.45 barg).^[1]

Model 200A: special non-chattering design. Recommended for light oils and continuous by-pass or pressure regulation. UL842 listed for light oil service. Available in ¾" to 1½" sizes. Female NPT connections only.

Model 200H: as model 20. UL842 listed for use with fuel oils. Available in ¾" to 2" sizes.

OPTIONS

- Available with optional female NPT inlet or flanged inlet and outlet connections.
- **Model 19**
 - Variation 10: 5 to 75 psig (.34 to 5.17 barg) adjustable spring range.
 - Variation 11: 75 to 150 psig (5.17 to 10.34 barg) adjustable spring range.
 - Variation 12: 150 to 300 psig (10.34 to 20.7 barg) adjustable spring range.
- **Models 19-D and 20-D**
 - Variation 05: 50 to 150 psig (3.45 to 10.34 barg) spring range.
 - Variation 06: 100 to 300 psig (6.9 to 20.7 barg) spring range.

NOTE

1. Back pressure increases set pressure on a one to one basis and reduces capacity. Back pressure in excess of 10% of set pressure is not recommended.

KUNKLE MODELS 19/19M/20/20M/20P/20MP/200A/200H LIQUID RELIEF VALVES

SAFETY AND RELIEF PRODUCTS

NON-CODE LIQUID CAPACITY - 25% ACCUMULATION (GPM)

Set pressure (psig)	Valve inlet and outlet size							
	1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"
1	1	2	4	6	10	19	31	45
5	2	5	8	14	22	42	68	100
10	3	7	11	20	31	59	97	141
20	4	9	16	28	43	84	137	200
30	5	11	20	34	53	102	168	244
40	6	13	23	39	61	118	193	282
50	7	15	25	44	68	132	216	315
60	7	16	28	48	75	145	237	346
70	8	17	30	52	81	156	256	373
80	8	19	32	55	87	167	274	399
90	9	20	34	59	92	177	290	423
100	9	21	36	62	97	187	306	446
110	10	22	37	65	102	196	321	468
120	10	23	39	68	106	205	335	489
130	11	24	41	71	110	213	349	509
140	11	25	42	73	115	221	362	528
150	11	25	44	76	119	229	375	546
160	12	26	45	78	123	236	387	564
170	12	27	47	81	126	244	399	582
180	13	28	48	83	130	251	410	599
190	13	29	49	86	134	258	422	615
200	13	29	50	88	137	264	433	631
210	14	30	52	90	140	271	443	646
220	14	31	53	92	144	277	454	662
230	14	32	54	94	147	284	464	677
240	14	32	55	96	150	290	474	691

NOTE

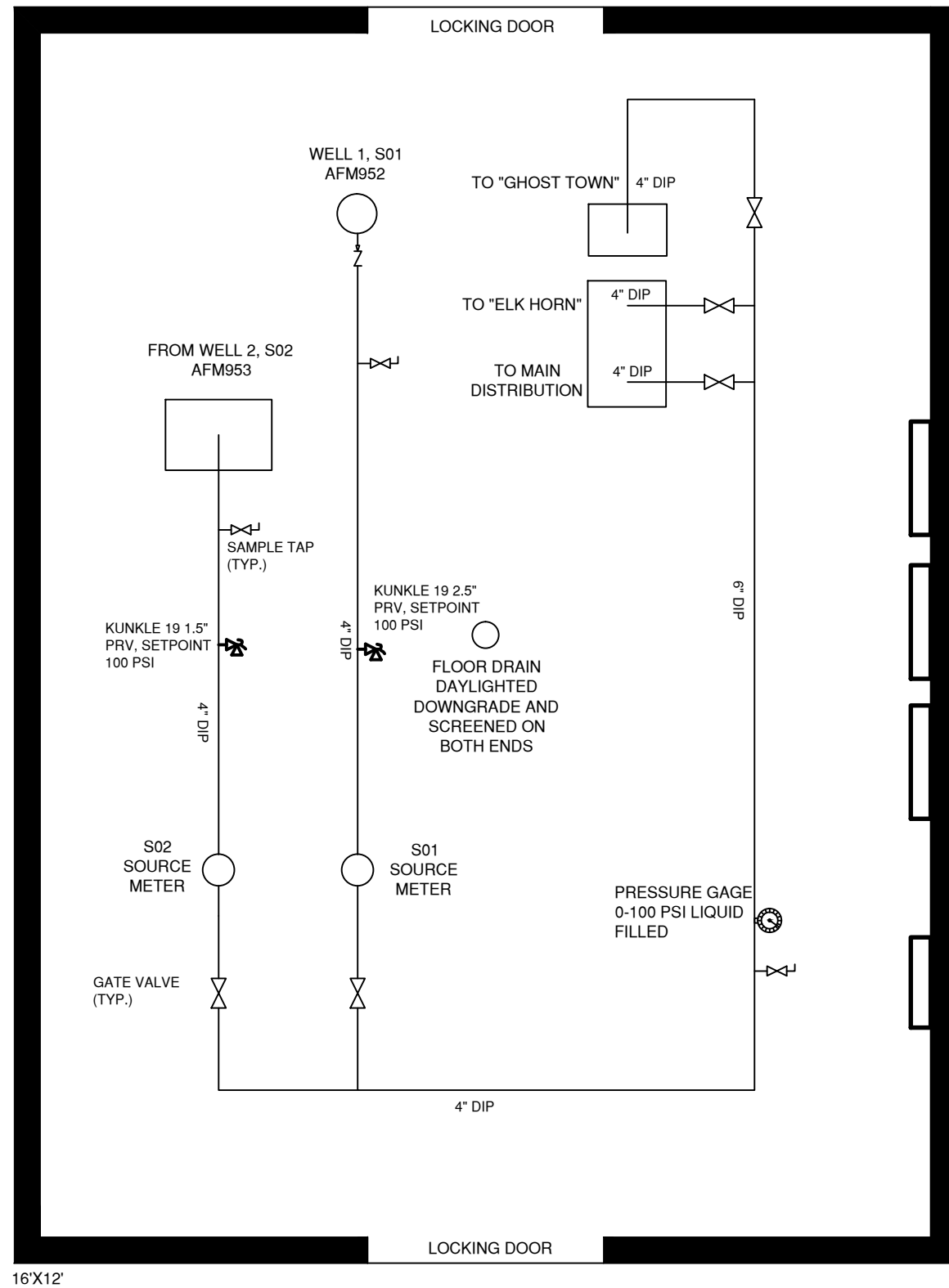
1. Liquid overpressure factors

To determine capacities at other than 25% overpressure/accumulation, multiply capacity shown by:

10% acc. = 0.6

15% acc. = 0.8

20% acc. = 0.9



PROPER VENTING, INSULATION AND PANELING, WALL MOUNTED THERMOSTATICALLY CONTROLLED HEATER, LIGHTING, GFI OUTLET, L. AND I. APPROVED WIRING, AND RODENT PROOF

EQUIVALENT MATERIALS MAY BE SUBSTITUTED UNLESS OTHERWISE NOTED. PUMPHOUSE LAYOUT MAY VARY AS LONG AS THE INTENT OF THE DESIGN IS MET.

WELL 1 MUST BE PHYSICALLY PROTECTED DURING CONSTRUCTION FROM DAMAGE AND ANY POTENTIAL CONTAMINATION.

ALL PLUMBING MUST BE SUPPORTED AND PROTECTED DURING PUMPHOUSE CONSTRUCTION. IF A SYSTEM SHUT DOWN IS REQUIRED, THURSTON PUD MUST BE NOTIFIED A MINIMUM OF 3 DAYS IN ADVANCE OF ANY NON-EMERGENCY OUTAGES.

EXISTING TREES ON EITHER SIDE OF PUMPHOUSE TO BE REMOVED. SYSTEM OWNER TO CONFIRM TREES WITH CONTRACTOR.

WELL PUMPS CONTROLLED VIA TELEPHONE COMMUNICATION FROM UPPER RESERVOIR. PUMPS SHALL BE OPERATE IN LEAD/LAG ALTERNATING CONFIGURATION.

NEW PUMPHOUSE COMPONENTS (IN BOLD):

- BREAKER PANEL WITH GENERATOR TRANSFER SWITCH
- WELL 1 AND 2 PUMP CONTROLLERS WITH HOA SWITCH
- WELL PUMP ALTERNATOR TO BE REPLACED
- WALL MOUNTED THERMOSTATICALLY CONTROLLED HEATER
- PUMPHOUSE BUILDING
- PRESSURE RELIEF VALVES

WELL 1 PUMP CONTROLLER WITH HOA SWITCH

WELL 2 PUMP CONTROLLER WITH HOA SWITCH

BREAKER PANEL WITH GENERATOR TRANSFER SWITCH, MIN. 3' CLEARANCE PER L&I

WALL-MOUNTED THERMOSTATICALLY CONTROLLED HEATER



TITLE TIMBERLINE VILLAGE #628		
FILE NO. 191008	FILE NAME HOUSE	SHEET NO. OF OF
DATE OCTOBER 9, 2020	SCALE 1/2" = 1'	
NORTHWEST WATER SYSTEMS, INC. DESIGN - CONSULTING - MANAGEMENT P.O. BOX 123 PORT ORCHARD, WA 98366 (360) 876-0958		

**Planning • Management • Engineering**

P.O. Box 123 • Port Orchard, WA 98366 • 888-881-0958 • 360-876-0958
www.nwwatersystems.com

December 4, 2020

Scott Pollock
Southwest Drinking Water Operations
P.O. Box 47823
Olympia, WA 47823

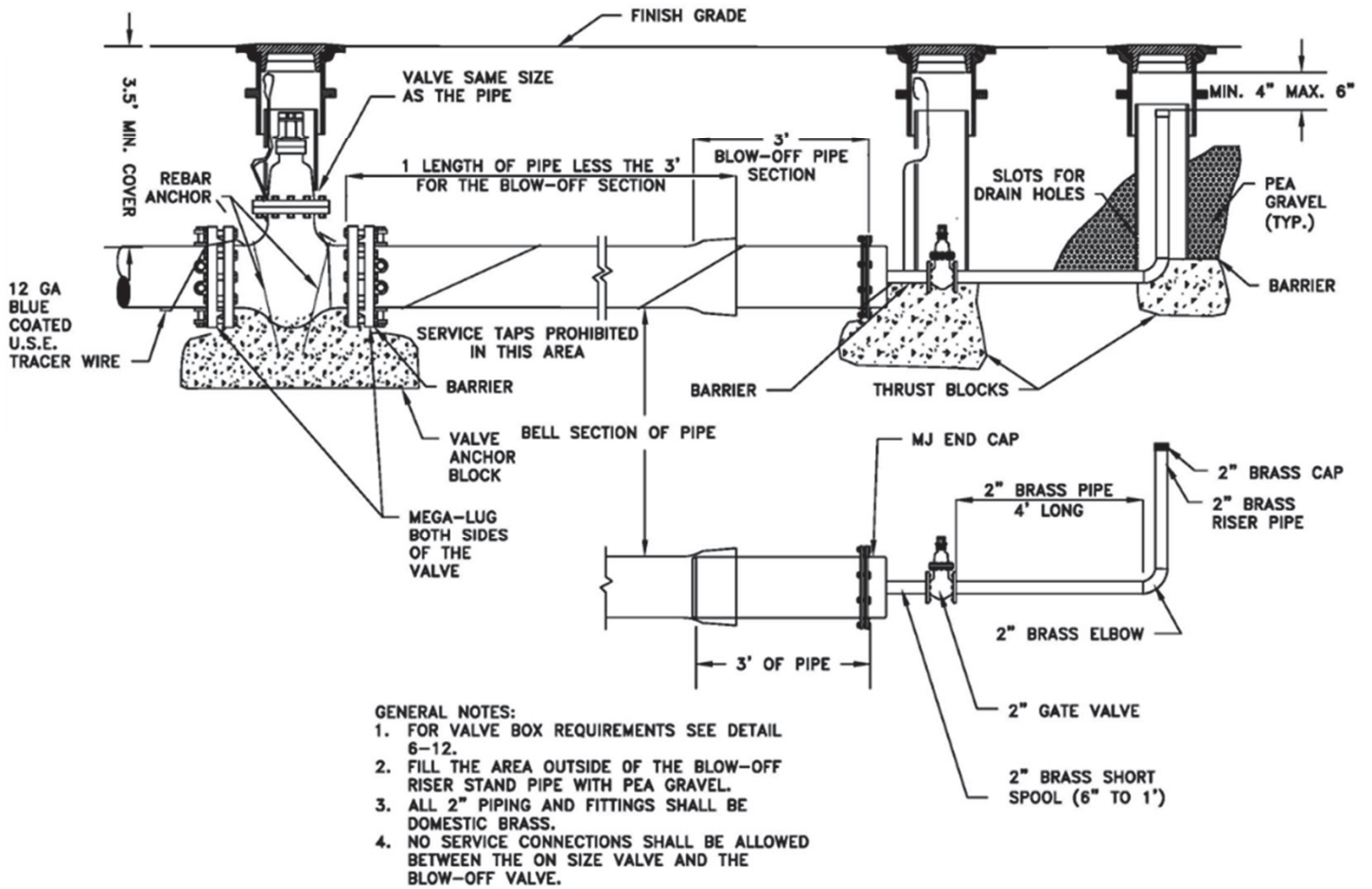
Subject: Timberline Village #628, ID #88388B, Lewis County, Distribution Line Replacement

Dear Scott Pollock,

The Timberline Village #628 water system has significant leakage in the distribution system due to site conditions and poor original water line installation. Thurston PUD has identified a 800' section of the existing 8" PVC main on Summit Drive between Forest Ridge Drive and the intersection of Summit Drive and Ridge Ln which has significant leakage. The 800' section will be replaced with 8" C900. Rather than trenching a new ditch for the replacement, the existing trench will be used based on limited site space and eliminating the need to cut through shallow bedrock.

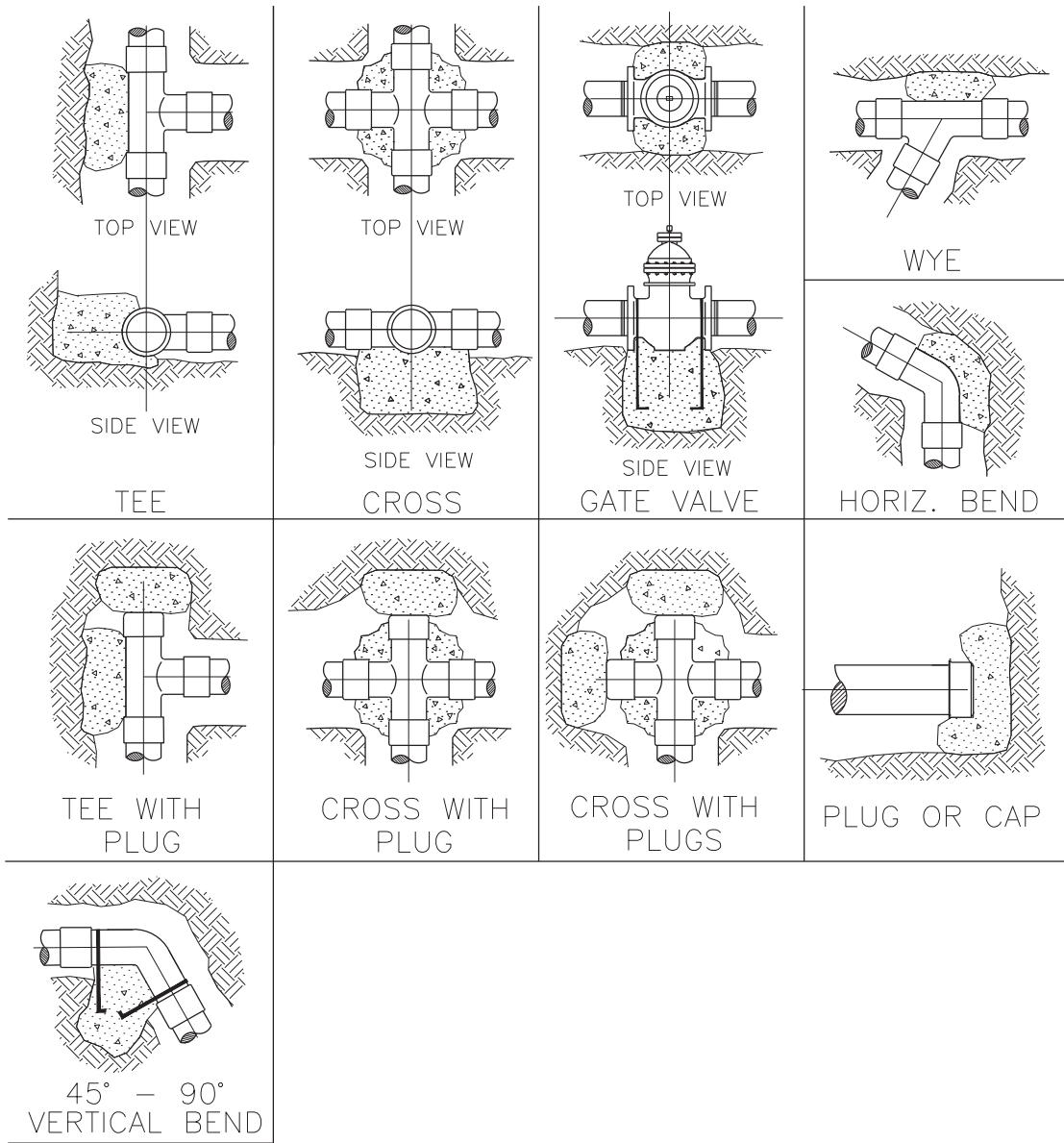
There are 23 homes which are served in the Summit area. The existing 8" main extends from the intersection of Summit Drive and Forest Ridge Drive up to the intersection of Summit Drive and Ridge Ln. During construction the existing main will be removed from service prior to installation and certification of the replacement main. A 2 inch temporary service main will be installed to maintain service during the interim. Along the replacement line there are two homes which will be connected off the temporary line. From Summit Drive and Ridge Ln, there are 4 connections off of Ridge Lane and 17 connections off of Summit Drive. In order to keep all of the homes in service during the construction phase, a temporary 2" poly line will be laid above ground.

Zone meter data for the Summit connections is enclosed. The service meter data is not enclosed, but is available upon request. Sizing verification of temporary water main is based on water metering and the following brief analysis. The metered connections are comprised of full and part time residential connections. Connections were considered full time residential connections only if the service meter usage on average was greater than 40 gpd. If the connection had some usage, but less than 40 gpd, it was considered a part time connection. If the connection had zero usage, it was considered a vacant residential connection. This method was applied to data for each month.



THURSTON PUD STANDARD DETAIL

FIGURE 8 - BLOW-OFF ASSEMBLY #2



NOTES:

1. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH.
2. PLASTIC BARRIER SHALL BE PLACED BETWEEN ALL THRUST BLOCKS & FITTINGS.
3. ANCHOR REBAR SHALL BE #5 ON 12" DIA. AND LESS WITH 30" IMBEDMENT, #5 ON 16"-24" DIAMETER WITH 36" IMBEDMENT.
4. PLUGS TO BE MINIMUM OF 5' FROM TEE, WYE CROSS ON VALVE.

THURSTON PUD STANDARD DETAIL

FIGURE 11 - THRUST BLOCKING

THRUST LOADS

THRUST AT FITTINGS IN POUNDS AT 200 POUNDS PER SQUARE INCH OF WATER PRESSURE

PIPE DIAMETER	90° BEND	45° BEND	22-1/2° BEND	11-1/4° BEND	DEAD END OR TEE
4"	3,600	2,000	1,000	500	2,600
6"	8,000	4,400	2,300	1,200	5,700
8"	14,300	7,700	4,000	2,000	10,100
10"	22,300	12,100	6,200	3,100	15,800
12"	32,000	17,400	8,900	4,500	22,700
14"	43,600	23,600	12,100	6,100	30,800
16"	57,000	30,800	15,700	7,900	40,300

NOTES:

- BLOCKING SHALL BE CEMENT CONCRETE CLASS "B" POURED IN PLACE AGAINST UNDISTURBED EARTH. FITTING SHALL BE ISOLATED FROM CONCRETE THRUST BLOCK WITH PLASTIC OR SIMILAR MATERIAL.
- TO DETERMINE THE BEARING AREA OF THE THRUST BLOCK IN SQUARE FEET (S.F.):
EXAMPLE : 12" - 90° BEND IN SAND AND GRAVEL
 $32,000 \text{ LBS} \div 3000 \text{ LB/S.F.} = 10.7 \text{ S.F. OF AREA}$
- AREAS MUST BE ADJUSTED FOR OTHER PIPE SIZE, PRESSURES AND SOIL CONDITIONS.
- BLOCKING SHALL BE ADEQUATE TO WITHSTAND FULL TEST PRESSURE AS WELL AS TO CONTINUOUSLY WITHSTAND OPERATING PRESSURE UNDER ALL CONDITIONS OF SERVICE.

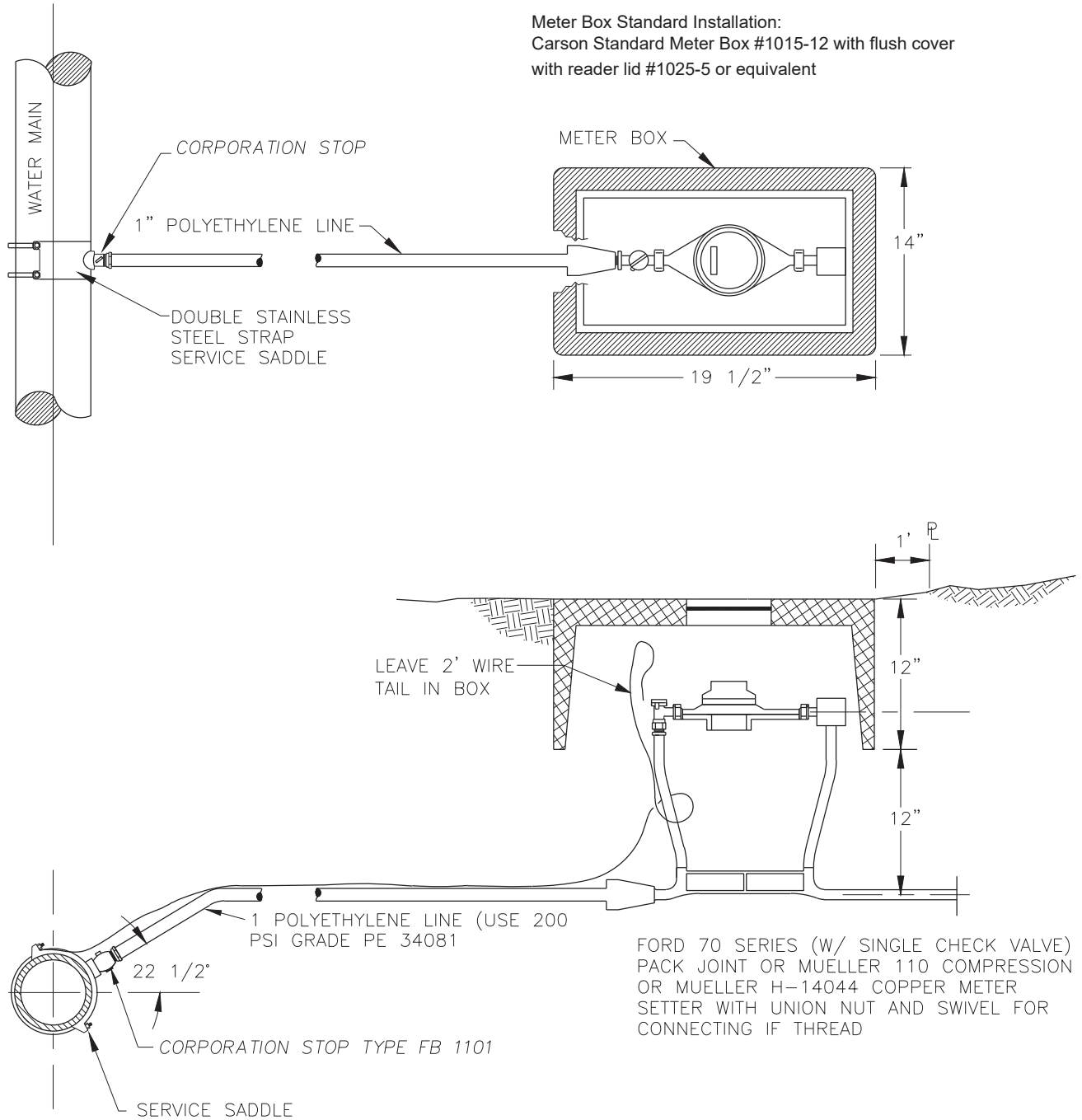
SAFE SOIL BEARING LOADS

FOR HORIZONTAL THRUSTS WHEN THE DEPTH OF COVER OVER THE PIPE EXCEEDS 2 FEET

SOIL	POUNDS PER SQUARE FOOT
MUCK, PEAT	0
SOFT CLAY	1,000
SAND	2,000
SAND & GRAVEL	3,000
SAND & GRAVEL CEMENTED WITH CLAY	4,000
HARD SHALE	10,000

THURSTON PUD STANDARD DETAIL

FIGURE 12 - THRUST BLOCKING ALLOWABLE LOADS



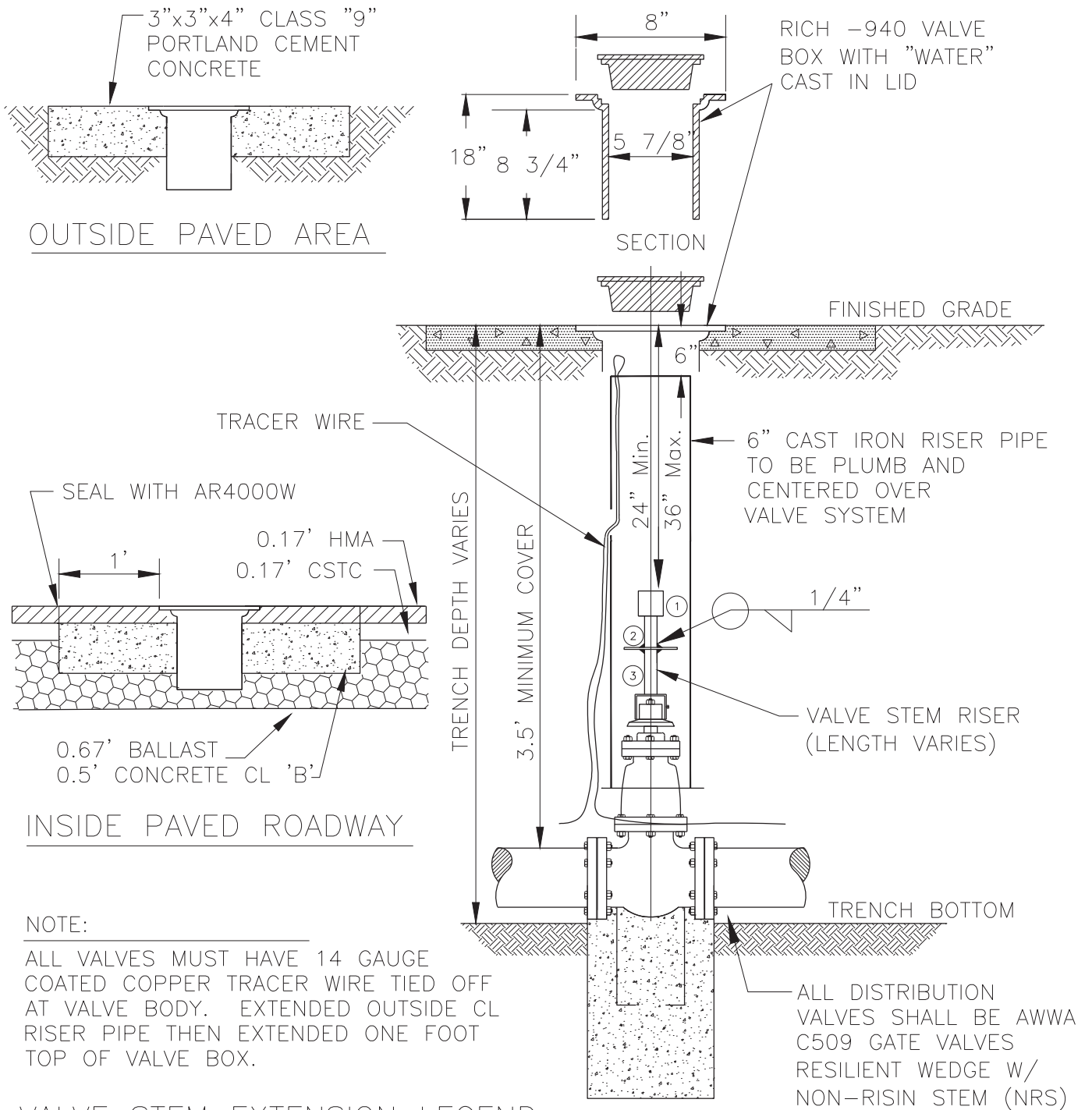
NOTES:

1. ALL SERVICE SADDLES SHALL HAVE RUBBER GASKET AND I.P. THREADS.
2. WATER METER SHALL BE SUPPLIED & INSTALLED BY THE WATER SYSTEM OWNER.

3/4" - 1" DUAL
METER SERVICE

THURSTON PUD STANDARD DETAIL

FIGURE 3 - SINGLE SERVICE CONNECTION



NOTE:

ALL VALVES MUST HAVE 14 GAUGE COATED COPPER TRACER WIRE TIED OFF AT VALVE BODY. EXTENDED OUTSIDE CL RISER PIPE THEN EXTENDED ONE FOOT TOP OF VALVE BOX.

VALVE STEM EXTENSION LEGEND

- ① VALVE OPERATING NUT OR 1 7/8" X 1 7/8" X 2" HIGH GRADE STEEL WELDED TO GUIDE PLATE.
- ② 3/16" THICK X 5 1/5" DIA STEEL GUIDE PLATE WELDED TO RISER SHAFT.
- ③ 2"X2"X 3/16" SQUARE STRUCTURAL STEEL TUBING TO FIT OPERATING NUT. LENGTH AS REQUIRED.

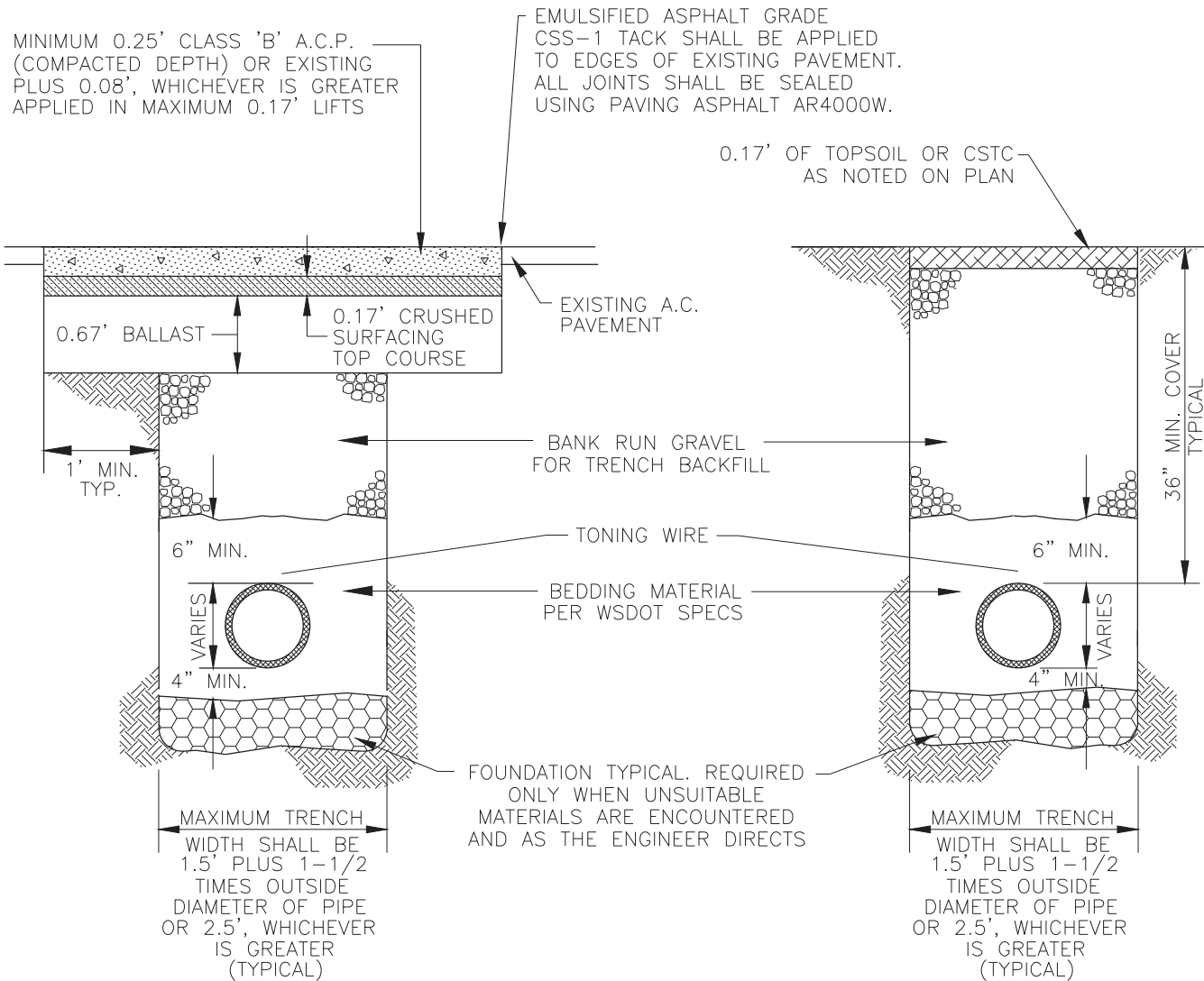
GATE VALVE SHOWN—SIMILAR INSTALLATION REQUIRED FOR BUTTERFLY VALVES.

NOTE:

WELD ALL AROUND, AS SPECIFIED ABOVE

THURSTON PUD STANDARD DETAIL

FIGURE 5 - DISTRIBUTION SYSTEM VALVE ASSEMBLY

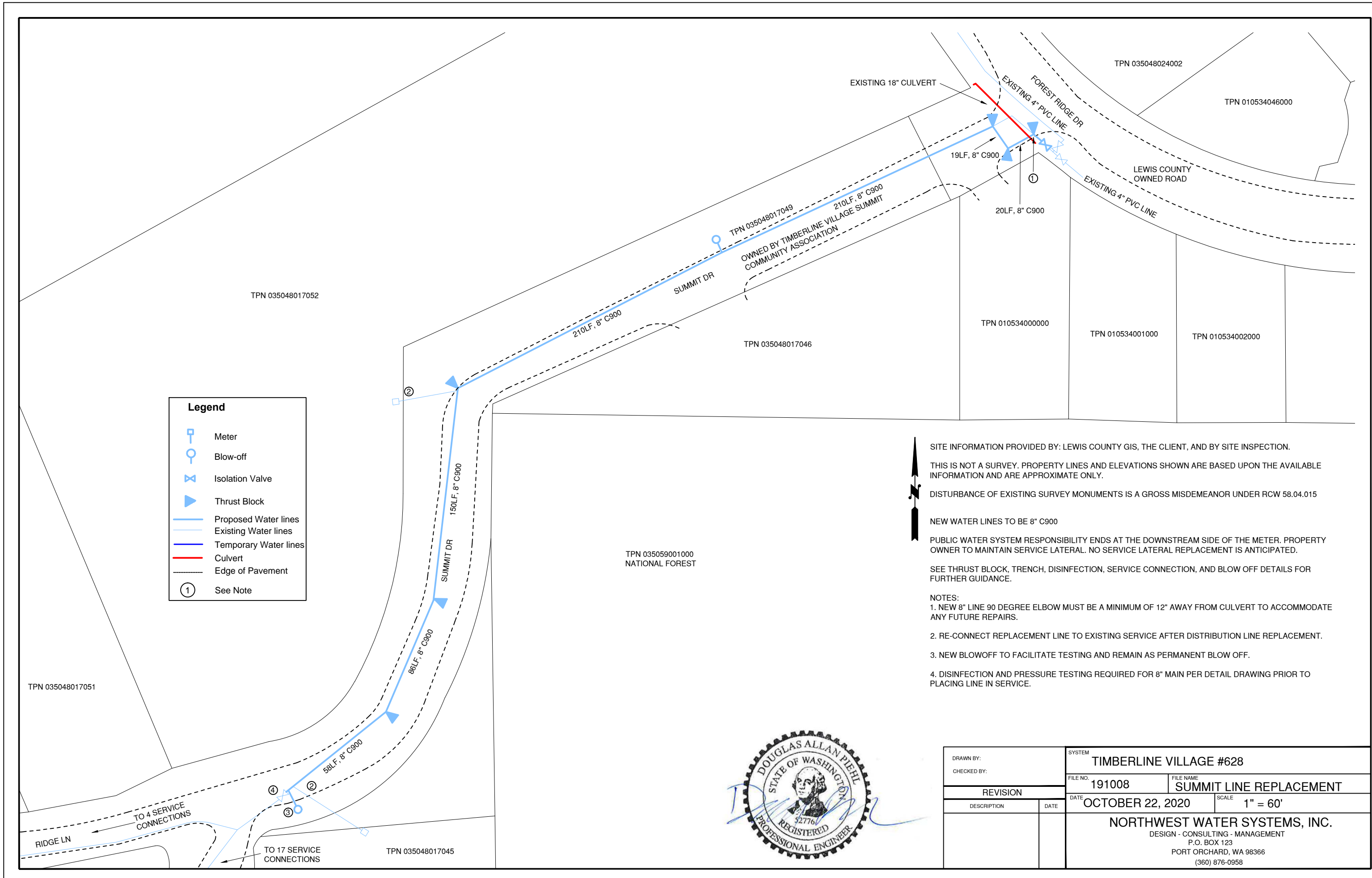


NOTES:

1. ALL MATERIALS EXCEPT A.C.P. AND BEDDING MATERIAL SHALL BE COMPACTED IN 6-INCH MAXIMUM LIFTS TO 95% DENSITY.
2. BEDDING SHALL CONFORM TO SECTION 9-03.15 OR 9-03.16 OF THE STD. SPECS.
3. COMPACTION: BEDDING SHALL BE COMPACTED TO 95% MAX. AS DETERMINED BY ASTM D1557. BACKFILL SHALL BE COMPACTED TO 85% IN UNPAVED AREA AND 95% IN PAVED OR SHOULDER AREAS AS DETERMINED BY ASTM D1557.
4. ALL MATERIALS WORKMANSHIP AND INSTALLATION SHALL BE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION LATEST EDITION THEREOF.
5. KEEP TRENCH BOTTOM COMPACTED WITH UNIFORM GRADE. A BELL JOINT SHALL BE REQUIRED AT EACH JOINT FOR PROPER SUPPORT. NO TEMPORARY SUPPORTS, I.E. BLOCKS WILL BE ALLOWED TO SUPPORT PIPE TRENCH BOTTOM SHALL BE TO GRADE PRIOR TO PIPE INSTALLATION.

THURSTON PUD STANDARD DETAIL

FIGURE 13 - TRENCH AND PAVEMENT RESTORATION



Legend

- Meter
- Blow-off
- Isolation Valve
- Thrust Block
- Proposed Water lines
- Existing Water lines
- Temporary Water lines
- Culvert
- Edge of Pavement
- See Note

SITE INFORMATION PROVIDED BY: LEWIS COUNTY GIS, THE CLIENT, AND BY SITE INSPECTION.

THIS IS NOT A SURVEY. PROPERTY LINES AND ELEVATIONS SHOWN ARE BASED UPON THE AVAILABLE INFORMATION AND ARE APPROXIMATE ONLY.

DISTURBANCE OF EXISTING SURVEY MONUMENTS IS A GROSS MISDEMEANOR UNDER RCW 58.04.015

NEW WATER LINES TO BE 8" C900

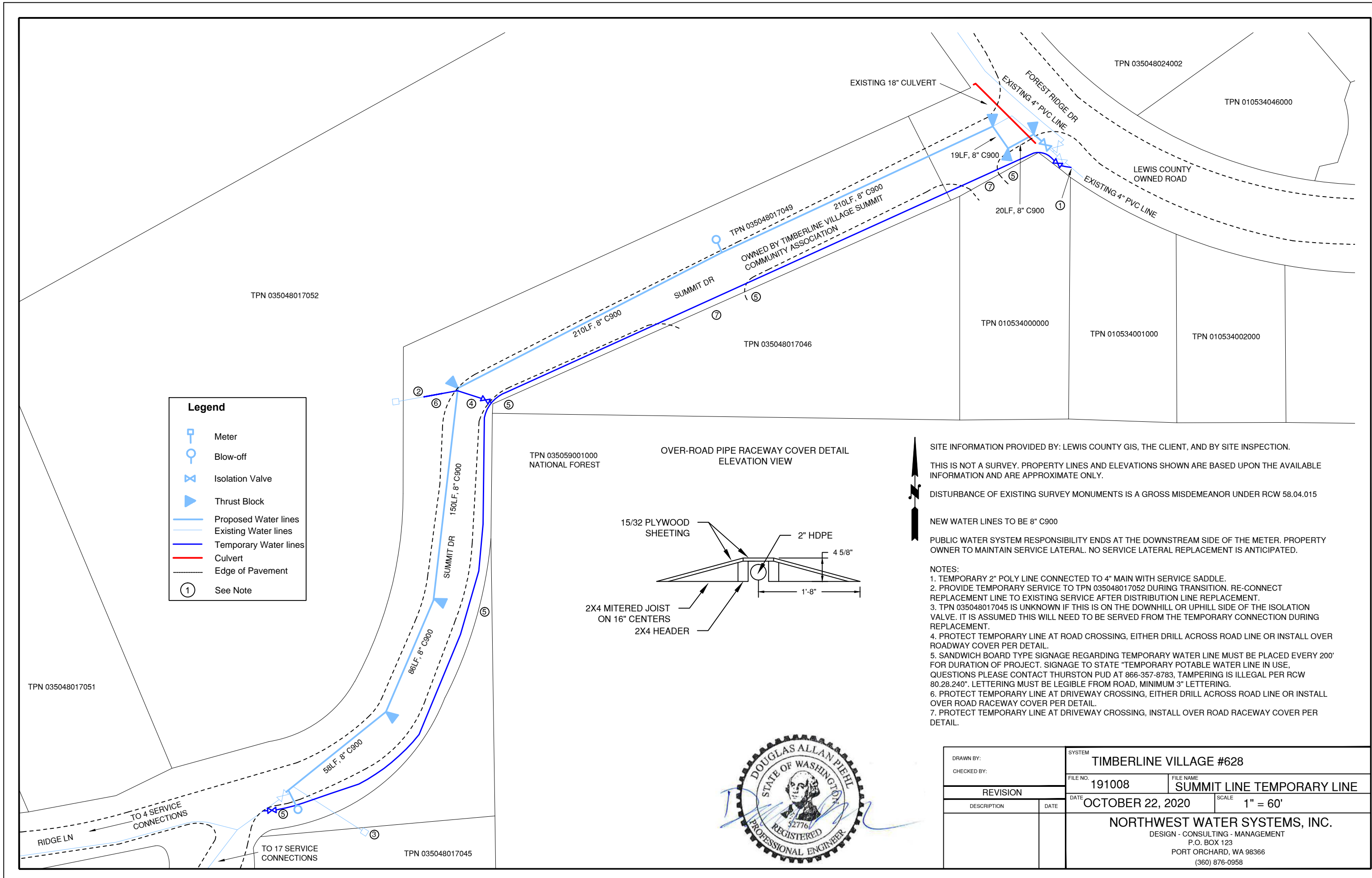
PUBLIC WATER SYSTEM RESPONSIBILITY ENDS AT THE DOWNSTREAM SIDE OF THE METER. PROPERTY OWNER TO MAINTAIN SERVICE LATERAL. NO SERVICE LATERAL REPLACEMENT IS ANTICIPATED.

SEE THRUST BLOCK, TRENCH, DISINFECTION, SERVICE CONNECTION, AND BLOW OFF DETAILS FOR FURTHER GUIDANCE.

- NOTES:**
1. NEW 8" LINE 90 DEGREE ELBOW MUST BE A MINIMUM OF 12" AWAY FROM CULVERT TO ACCOMMODATE ANY FUTURE REPAIRS.
 2. RE-CONNECT REPLACEMENT LINE TO EXISTING SERVICE AFTER DISTRIBUTION LINE REPLACEMENT.
 3. NEW BLOWOFF TO FACILITATE TESTING AND REMAIN AS PERMANENT BLOW OFF.
 4. DISINFECTION AND PRESSURE TESTING REQUIRED FOR 8" MAIN PER DETAIL DRAWING PRIOR TO PLACING LINE IN SERVICE.

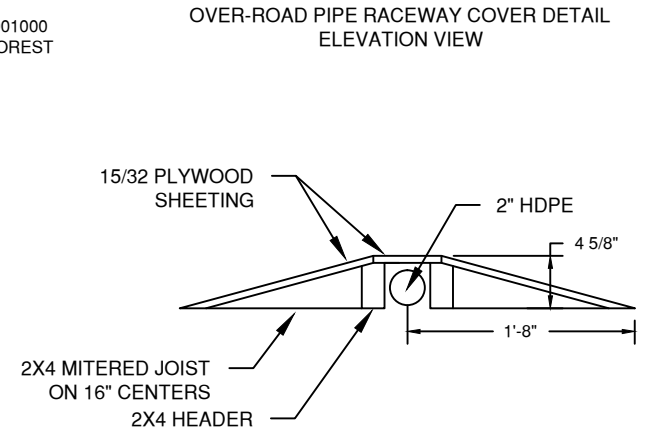


DRAWN BY:		SYSTEM TIMBERLINE VILLAGE #628	
CHECKED BY:		FILE NO. 191008	FILE NAME SUMMIT LINE REPLACEMENT
REVISION		DATE OCTOBER 22, 2020	SCALE 1" = 60'
DESCRIPTION	DATE	NORTHWEST WATER SYSTEMS, INC. DESIGN - CONSULTING - MANAGEMENT P.O. BOX 123 PORT ORCHARD, WA 98366 (360) 876-0958	



Legend

- Meter
- Blow-off
- Isolation Valve
- Thrust Block
- Proposed Water lines
- Existing Water lines
- Temporary Water lines
- Culvert
- Edge of Pavement
- See Note



SITE INFORMATION PROVIDED BY: LEWIS COUNTY GIS, THE CLIENT, AND BY SITE INSPECTION.

THIS IS NOT A SURVEY. PROPERTY LINES AND ELEVATIONS SHOWN ARE BASED UPON THE AVAILABLE INFORMATION AND ARE APPROXIMATE ONLY.

DISTURBANCE OF EXISTING SURVEY MONUMENTS IS A GROSS MISDEMEANOR UNDER RCW 58.04.015

NEW WATER LINES TO BE 8" C900

PUBLIC WATER SYSTEM RESPONSIBILITY ENDS AT THE DOWNSTREAM SIDE OF THE METER. PROPERTY OWNER TO MAINTAIN SERVICE LATERAL. NO SERVICE LATERAL REPLACEMENT IS ANTICIPATED.

- NOTES:**
1. TEMPORARY 2" POLY LINE CONNECTED TO 4" MAIN WITH SERVICE SADDLE.
 2. PROVIDE TEMPORARY SERVICE TO TPN 035048017052 DURING TRANSITION. RE-CONNECT REPLACEMENT LINE TO EXISTING SERVICE AFTER DISTRIBUTION LINE REPLACEMENT.
 3. TPN 035048017045 IS UNKNOWN IF THIS IS ON THE DOWNHILL OR UPHILL SIDE OF THE ISOLATION VALVE. IT IS ASSUMED THIS WILL NEED TO BE SERVED FROM THE TEMPORARY CONNECTION DURING REPLACEMENT.
 4. PROTECT TEMPORARY LINE AT ROAD CROSSING, EITHER DRILL ACROSS ROAD LINE OR INSTALL OVER ROADWAY COVER PER DETAIL.
 5. SANDWICH BOARD TYPE SIGNAGE REGARDING TEMPORARY WATER LINE MUST BE PLACED EVERY 200' FOR DURATION OF PROJECT. SIGNAGE TO STATE "TEMPORARY POTABLE WATER LINE IN USE, QUESTIONS PLEASE CONTACT THURSTON PUD AT 866-357-8783, TAMPERING IS ILLEGAL PER RCW 80.28.240". LETTERING MUST BE LEGIBLE FROM ROAD. MINIMUM 3" LETTERING.
 6. PROTECT TEMPORARY LINE AT DRIVEWAY CROSSING, EITHER DRILL ACROSS ROAD LINE OR INSTALL OVER ROAD RACEWAY COVER PER DETAIL.
 7. PROTECT TEMPORARY LINE AT DRIVEWAY CROSSING, INSTALL OVER ROAD RACEWAY COVER PER DETAIL.



DRAWN BY:		SYSTEM TIMBERLINE VILLAGE #628	
CHECKED BY:		FILE NO. 191008	FILE NAME SUMMIT LINE TEMPORARY LINE
REVISION		DATE OCTOBER 22, 2020	SCALE 1" = 60'
DESCRIPTION	DATE	NORTHWEST WATER SYSTEMS, INC. DESIGN - CONSULTING - MANAGEMENT P.O. BOX 123 PORT ORCHARD, WA 98366 (360) 876-0958	

Attachment B

Special Provisions**Notice to Proceed**

The Work shall not commence until the District has given Notice to Proceed.

Time of Completion

Scope of Work shall be completed within One hundred and twenty (120) calendar days of the date of Notice to Proceed.

Utility Location

The Contractor shall be responsible for coordinating the location of existing underground utilities. The Contractor shall arrange for location through any affected utility, the Utilities Underground Location Center or with a private utility location service.

Permits

All permits, plan review or inspection fees shall be the responsibility of the Contractor. The cost of said fees shall be the responsibility of the Contractor and shall be included in the Contract Price.

Bonding

The District shall require 100% performance and payment bonds unless the Contract Price is less than \$100,000.

Payments and Retainage

The District will withhold five percent (5%) of the Contract Price as a retainage fund pursuant to RCW 60.28.011. The District shall release the retainage less any amounts the District is entitled to withhold to Contractor not later than sixty (60) days after the latest of the following dates:

(a) acceptance of the Work by District; (b) the receipt of all necessary releases from the Departments of Revenue, Labor and Industries and Employment Security; or (c) the settlement of any liens.

Inspection

The Contractor shall be fully responsible for all improvements and workmanship and shall provide all inspections as required to ensure full compliance with the Contract Documents. Contractor shall provide safe and sufficient access by the District or permit authorities at all times for additional inspection.

Lot Corners and Permanent Control Points

All lot corners or corners of tracts, section corners, or permanent markers of subdivisions therein, including street monuments, shall be carefully noted and maintained by the Contractor. Any such pin, pipe, stone, plaque or monument that is removed or disturbed by the Contractor shall be accurately located and replaced at the expense of the Contractor.

Restoration of Improvements

The Contractor shall be responsible for all existing improvements within the project. Compensation for replacement of said improvements, unless specifically made a bid item of this contract, shall be considered as incidental to other items included herein.

Protection of any tress, buildings, or other similar type of improvements that are proximate to the Contractor's operations, shall be the sole responsibility of the Contractor. All such types of improvements, if, damaged, shall be restored to their original condition.

Overtime and Holiday Work

The number of calendar days provided in the contract is intended to be sufficient time to complete the project without weekend or holiday work.

The Contractor shall furnish necessary manpower and equipment to ensure completion of the Contract within the specified number of days.

Payment for Extra Work

The District may order changes to the work without invalidating this agreement. No payment for extra work will be allowed until authorized in writing by the District with any additional compensation or time extension therefore agreed to and recorded.

Supervision

The contractor shall maintain competent and adequate supervision of his own at all times. At a minimum, the contractor's central point of contact for the project shall be equipped with a cellular phone and shall be accessible during normal business hours.

Warranties

The Contractor shall guarantee that the items installed and workmanship performed under these specifications meet with the requirements of the specifications, are new and of good quality, and that he will make good, at the Contractor's sole expense, any defects or inoperable conditions that may develop within one year from the date of completion.

Traffic

Barricades, signs, warning devices and/or flaggers required to maintain traffic control shall be the responsibility of the Contractor, shall be utilized in accordance with the applicable law including the Manual on Uniform Traffic Control Devices, and shall be considered as incidental to other items of the contract.

Materials and Equipment Substitution

Wherever in the plans and specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, a product approved in writing as equivalent and acceptable by the District may be substituted by the bidder of Contractor. The District shall be the sole authority as to equivalent status of any substituted item request.

Final Payment and Waiver

The acceptance by the Contractor of the final payment shall constitute a waiver of all claims against the District arising out of the Contract.

Pre-Construction Conference

Prior to beginning construction, the Contractor shall arrange a time for a meeting with the District, and utility personnel to discuss scheduling and possible conflicts. The person (s) who will be responsible for the project, including the field superintendent, must attend.

Operation and Maintenance Manuals

The Contractor shall furnish three (3) complete sets of operation and maintenance manuals and product literature for all installed equipment. Manuals shall be supplied in three ring binders. Manuals shall be supplied for all meters, valves, and appurtenant equipment and other improvements as may be appropriate.

Right of Way/Permits

The District shall provide all easements, rights-of-way and permits necessary for the Work. Contractor shall comply with all permit requirements and conditions

Hold Harmless and Indemnity

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Compliance

Contractor shall comply with all federal, State and local laws, regulations and ordinances governing, controlling or limiting in any way the Work or the persons engaged in the Work, including, but not limited to the prevailing wage requirements of State of Washington, RCW 39.12 and the Retainage Requirements of RCW 60.28.011.

Safety Precautions

Contractor shall be solely and completely responsible for working conditions on or near the job site, including safety of all persons and property during performance of work. If the Contractor fails to initiate and maintain reasonable safety measures, the District, within twenty-four (24) hours of written notice of such non-compliance of this provision, may implement whatever safety measures are deemed necessary to correct the situation and may deduct the cost from any amounts due the Contractor.

Cleanup

Contractor agrees to:

- a. Cleanup and remove from each Construction Project site all rubbish, asphalt and debris accumulated after completion of his work.
- b. Prior to completion or immediately upon receipt of a request by the District, to remove any rubbish and debris that accumulated during the performance of the Contractor's work; and
- c. To repair all damage that occurs in any portion on the Construction Project Site in which the Contractor is working.

It is expressly agreed that the commencement of work by the Contractor shall be deemed an acknowledgment by Contractor that no damage or soiling exists in any portion of each Construction Project Site in which the contractor commences work, including, but not limited to, the sufficiency of grading work when concrete is being poured and the sufficiency of sheet rock and wood surfaces when said surfaces are to be painted or stained by the Contractor. In the event the Contractor determines that damage, soiling or inadequate prior work exists at the time that work is commenced by the contractor, then the District may require, without further payment of any kind, the

rectification of such damage, soiling or inadequate work by the contractor if the District determines that the Contractor is responsible for such defects.

Termination

This Agreement may be terminated by the District. The Contractor, upon written notice of termination by the District, shall immediately stop work. If this Agreement is terminated, the Contractor agrees that the District will only be liable for labor, material, equipment and costs, including reasonable profit, provided pursuant to this Agreement to the date of work stoppage.

Hazardous Wastes

The Contractor shall at its expense comply and have full responsibility for compliance with all applicable environmental laws, regulations, rules and orders, including those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Should any hazardous or toxic waste, discharge, leakage, spillage, emission asbestos, petrochemical contamination, pollution or environmental harm of any type occur due to or resulting from the Work on the Project, the Contractor, at its expense, shall be obligated to clean and remediate the Project to the satisfaction of any governmental body having jurisdiction.

The Contractor shall not bury any construction materials, paint, trash, equipment or other items on the Project. The Contractor hereby represents and warrants that neither the Contractor nor its Subcontractors of any tier will bury any construction materials, paint, trash, equipment or other items on the Project Site. Any hazardous materials or related construction debris removed from the property shall be removed to an appropriately permitted landfill.

Water Outages

Water outages need to be scheduled one week (7 days) in advance with the District. The District will notify customers. Outages can not be longer than 8 hours per day, three days per week.

Attachment C

Change Order Form

Change Order Number _____ Date _____

Project _____

Contractor _____

District Public Utility District #1 of Thurston County

Description of Change

Reason for Change

Original Contract Price, including tax \$ _____

Changes in Contract Price from Previous Change Orders, including tax \$ _____

Contract Price Prior to this Change Order, including tax \$ _____

Contract Price will (increase or decrease) by the Change Order \$ _____

Change Order Sales Tax (Rate _____%) \$ _____

New Contract Price after Change Order Adjustment, including tax \$ _____

Recommended by: _____, Engineer Date: _____

Accepted by: _____, Contractor Date: _____

Approved by: _____, District Date: _____

Attachment D

Sample American Iron and Steel Certifications

The following information is provided as a sample letter of certification for AIS compliance.

Documentation must be provided on company letterhead.

Date
Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Certification for Project DM15-952-035 Skookumchuck 4-Log Treatment

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location: _____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Attachment E

Inadvertent Discovery Plan (IDP)

Plan and Procedures for the Inadvertent Discovery of Cultural Resources and Human Skeletal Remains

1. Introduction

The following Inadvertent Discovery Plan (IDP) outlines the procedures to be implemented, in accordance with state and federal laws, if National Register of Historic Places (NRHP) potentially eligible and ineligible cultural resource materials are discovered during construction. The separate protocol for discovery of human skeletal remains is described below, in Section 4.

2. Recognizing Cultural Resources

A cultural resource is an item of historical, traditional, or cultural importance. The item could be prehistoric or historic. Examples include:

- A multi-species accumulation of shell (shell-midden) with associated bone, stone, antler or wood artifacts, burned rocks or charcoal.
- Bones that appear to be human or animal bones associated with a shell-midden (i.e. with associated artifacts or cooking features).
- An area of charcoal or very dark stained soil with associated artifacts,
- Artifacts made of chipped or ground stone (i.e. an arrowhead, adze or maul) or an accumulation (more than one) of cryptocrystalline stone flakes (lithic debitage),
- Basketry, cedar garments, fish weir stakes or items made of botanical materials,
- Clusters of tin cans or bottles, logging or agricultural equipment that appear to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

Not all cultural resource material encountered will be potentially eligible for listing on the NRHP. To be eligible for the NRHP cultural resources identified during construction must be 50 years of age or older, meet one or more of the four criteria listed below, and retain sufficient physical integrity to convey historical significance (36 CFR 60.4). A building, site, object, or structure may be considered for inclusion in the NRHP if it meets at least one of the following criteria:

1. The property is associated with events that have made a significant contribution to the broad patterns of our history.
2. The property is associated with the lives of persons significant in our past.
3. The property embodies the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components might lack individual distinction.
4. The property has yielded, or might be likely to yield, information important in prehistory or history.

The following archaeological resources will indicate potentially NRHP-eligible deposits and will be assumed NRHP-eligible until determined otherwise by the State Historic Preservation Officer (SHPO).

- Pre-contact deposits (such as midden deposits) associated with Native American use or occupation.
- Historic era non-Native American artifacts from NRHP-eligible (or potentially NRHP eligible) deposits (native soil or surfaces that were stable and exposed either between fill episodes, or after the conclusion of historic filling).
- Historic features consisting of stratified deposits with artifact concentrations that appear to be spatially or temporally distinct. This includes refuse deposits, privies, or other discrete accumulations.
- Courses of brick or other architectural materials that are part of a building foundation or pavement in their original position.
- Historic era non-Native American artifacts from non-eligible contexts, only if they are diagnostic or have educational value.

Examples of deposits that will not be considered NRHP eligible include:

- Isolated or loose construction materials (brick, mortar, window glass), bottles, cans, located within fill sediments (not located in primary context).
- Mass deposits of lumber, concrete, granite, coal, etc.
- Pilings, decking, trestle, and railroad track, unless of clearly unusual construction.
- Historic-era artifacts not associated with a feature or stable surface.

Artifacts or deposits that are not potentially eligible, as described above, will be noted in daily field logs, photographed and documented on scaled site plans if possible. The protocol for Inadvertent Discovery, including the stop-work clause noted in the procedure below will not be implemented for artifacts or deposits that are not potentially eligible for listing in the National Register.

3. On-Site Responsibilities

- STOP WORK

If any contractor or subcontractor believes that he or she has uncovered any cultural resource during construction of the project, all work adjacent to the discovery must stop. The discovery location should not be left unsecured at any time. Cultural resources encountered during an archaeological survey are intentional discoveries and are not covered under this plan.

- NOTIFY DAHP

Contact the DAHP Cultural Resource staff-

State Archaeologist
Rob Whitlam, Ph.D.
 Rob.Whitlam@dahp.wa.go
 v (360) 586-3080
 (360) 890-2615 – Cell

The DAHP will review the eligibility criteria above, make a recommendation to the artifact or deposits potential eligibility, and will proceed with agency and tribal notification as necessary (so long as the artifact or deposit is determined eligible).

After consultation DAHP will complete a written plan of action describing the disposition of cultural resources pursuant to 43 CFR Part 10 and will execute their prescribed duties within that plan of action.

4. Protocol for Discovery of Human Skeletal Remains

Washington State law requires immediate notification of known or suspected human remains whenever they are uncovered by investigation or construction activities to county and/or municipal law enforcement agencies, county medical examiner or coroner's offices, DAHP, and federal and local agencies involved directly with the project or having jurisdiction over the subject properties.

If human remains are discovered or exposed in backhoe trench spoils or sidewalls, and/or any other excavations performed during the excavation of the project all excavation will cease and the site will be secured. The remains will be covered with a tarp or other materials (not soil or rocks) temporarily. The Coroner will be notified regarding the discovery. The Coroner will determine if the remains are human, whether the discovery constitutes a crime scene, and will notify the Washington State Department of Archaeology and Historic Preservation (DAHP). The DAHP will be responsible for informing the affiliated tribes regarding the discovery.

Construction may continue at the discovery location after the DAHP determine the boundaries of the discovery location and compliance with state and federal law requirements are complete.

360. Discovery Protocol Contact Information

Warren McLeod, Coroner
Lewis County Coroner's Office
585 NW Center St.
Chehalis, WA 98532
360-740-1376

Guy Tasa, State Physical Anthropologist
Department of Archaeology and Historic Preservation
PO Box 48343
Olympia, WA 98504-8343
360-586-3534



STATE OF WASHINGTON
DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER

PO Box 47822 • Olympia, Washington 98504-7822

Tel: (360) 236-3100 • Fax: (360) 236-2253 • TTY Relay Service: 1-800-833-6388

March 24, 2021

Brian Wilson
Thurston PUD
1230 Ruddell Rd
Lacey, WA 98503

Subject: Final Determination: Section 106 Process No Historic Properties Affected and SERP Determination of Nonsignificance
Section 106 Cultural Review Process and/or SERP Environmental Review Process
Thurston PUD; Timberline Village 628 Upgrades
DWSRF Project # 2018-3607
DWSRF Contract # DWL24059

Dear Mr. Wilson:

The Department of Health, Office of Drinking Water has concluded the Thurston PUD successfully completed compliance requirements for the Section 106 Cultural Review of the National Historic Preservation Act (Section 106) and State Environmental Review Process (SERP) for the above Drinking Water State Revolving Fund's project.

If the Thurston PUD decides to modify the scope of work or project area at any time, contact me immediately. Depending on the revision(s), another environmental and cultural review may be required.

If archaeological or historic materials are discovered during project activities, you must immediately adhere to the following:

- Stop all work in the vicinity.
- Secure the project area.
- Follow the Inadvertent Discovery Plan.
- Contact affected tribe's cultural staff/cultural committee/Chairperson, DAHP and the DOH.

If human remains are discovered during project activities, you must immediately:

- Stop all work in the vicinity.
- Secure the project area.
- Notify law enforcement.

Brian Wilson
March 24, 2021
Page 2

- Notify the county medical examiner/coroner.
- Follow the Inadvertent Discovery Plan.

If you have any questions about either the Section 106 or SERP process, please contact me at (509) 329-2117 or via e-mail DWSRF@doh.wa.gov. Thank you for your attention to this matter.

Sincerely,

Scott Kugel
Cultural and Environmental Program Specialist