

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS
COUNTY ROAD PROJECT NO. 1636

SR 104 Holding Lanes - ATMS

Federal Aid No. STBGUM-CRRSAA-0104(068)

Contract No. TA 7701



CONTRACT PROVISIONS

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS
614 DIVISION STREET, MS-26
PORT ORCHARD, WASHINGTON 98366-4699
360.337.5777

APPROVED FOR CONSTRUCTION:

DATE

2/11/25

JOSEPH P. RUTAN, P.E.
COUNTY ENGINEER

BACK OF COVER

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WASHINGTON STATE PREVAILING WAGE RATES, STATE BENEFIT CODE KEY
AND SUPPLEMENTAL (L&I STATEMENT)

FEDERAL PREVAILING RATES

FEDERAL CONTRACT PROVISIONS (FHWA 1273), W/ AMENDMENT

CALL FOR BIDS

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS COUNTY ROAD PROJECT NO. 1636

SR 104 Holding Lanes - ATMS

Federal Aid No. STBGUM-CRRSAA-0104(068)
Contract No. TA 7701

BID OPENING: DATE: **March 11, 2025** TIME: **11:00 AM**

Sealed bids for the project designated above will be received by Kitsap County Department of Public Works before the time and date indicated above, at which time they will be opened and publicly read aloud. The Public Works building is closed to the public.

Bids delivered in person or by private carrier (UPS, Federal Express, etc.) will be received by staff from Kitsap County Department of Public Works between the hours of 10:30 AM and 11:00 AM at:

Kitsap County Department of Public Works
Front Entrance of the Public Works Building,
507 Austin Avenue
Port Orchard, Washington

Bids will be opened and publicly read aloud at the front entrance of the Public Works Building.

Bids delivered by US Postal Service shall be addressed to:

Kitsap County Department of Public Works
614 Division Street, MS-26
Port Orchard, Washington 98366-4699

Prospective bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the place of bid opening.

All bid proposals shall be accompanied by a bid proposal surety bond made payable to Kitsap County Department of Public Works in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful Bidder fail to enter into such contract and furnish satisfactory performance and payment bonds within the time stated in the Special Provisions, the bid proposal bond shall be forfeited to Kitsap County Department of Public Works.

Each proposal or bid shall be completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project plainly written on the outside of the envelope. A complete bid proposal shall include the following:

- 1) Proposal Form**
- 2) Bid Bond**
- 3) Bidder Responsibility Statement**
- 4) Certification of Compliance with Wage Payment Statutes**
- 5) Non-Collusion Affidavit**
- 6) Proposal for Incorporating Recycled Materials into the Project**
- 7) Bidder Questionnaire** (Bidders are made aware of the requirement to include a Bidders Questionnaire, WSDOT form 272-022, in accordance with special provisions section 1-02.6. Bids that do not include this form at the time of bid will be rejected in accordance with Section 1-02.13 of the special provisions.)
- 8) DBE Utilization Certification**
- 9) DBE Written Confirmation Document** (with bid proposal or within 48 hours – see 1-02.9)
- 10) DBE Bid Item Breakdown** (with bid proposal or within 5 calendar days, not including Saturdays, Sundays and holidays – see 1-02.9)
- 11) DBE Trucking Credit Form** (with bid proposal or within 48 hours – see 1-02.9)
- 12) Local Agency Certification for Federal Aid Contracts**

All of the above items must be complete in all respects, including signatures (notarized where required). Bidder shall acknowledge receipt of all addendums in the spaces provided. The successful Bidder will be required to submit a photocopy of their current Washington State Contractors Registration. Failure to include all items may be cause for the bid to be considered irregular and thereby rejected.

Bids or proposals received after the time set for the opening of bids will not be considered.

Bidders are notified that all bids are likely to be rejected if the lowest responsible bid received exceeds the Engineer's estimate by an unreasonable amount.

Kitsap County reserves the right to award the bid in a manner and on a basis, which will best serve the County, taking into consideration the Bidder Responsibility Statement included with the bids and the requirements of the WSDOT/APWA Standard Specifications and the Contract Provisions.

The award of the contract, if made, shall be made to the responsible Bidder submitting the lowest responsive bid, based upon the total sum of the extension of unit prices for the bid items.

DESCRIPTION OF WORK

This contract provides for the improvement of SR 104 by implementing an Active Traffic Management System (ATMS) to manage eastbound Washington State Ferry (WSF) traffic through Kingston on SR 104 (vicinity Lindvog Rd. to ferry toll booths) and improve SR 104 eastbound shoulder west of Lindvog Road. The project includes: the ATMS program; Intelligent Traffic Systems (ITS) operating system, detection, signal modification, and signage (on and off site); and improvements to the eastbound mainline shoulder (holding lane, approximately 400') improvements and associated improvements in the vicinity of the Lindvog/SR 104 intersection and other work, all in accordance with the Contract Documents. The engineer's estimate ranges from \$750,000 to \$850,000.

The following is applicable to federal aid projects:

The Kitsap County Board of Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

OBTAINING PLANS AND CONTRACT PROVISIONS:

Electronic copies of the Plans and Contract Provisions in PDF format are available on the internet through Kitsap County's website, Department of Public Works, Road Projects Open for Bid, located at <http://kcowa.us/roadbid>.

Paper copies of the Contract Plans and Provisions for the proposed work may be obtained from the Kitsap County Department of Public Works at 507 Austin Avenue, 3rd floor Reception Desk, Port Orchard, Washington for a non-refundable fee of \$35.00 for each set plus \$5.00 to cover postage and handling if mailing is requested. To order these Contract Documents or to obtain a Bid Proposal Package at no cost, please call 360-337-5777 or email at help@kitsap1.com. Plans and Contract Provisions will not be shipped until the fee is received.

To be added to the Plan Holder List, please complete the form available online at <https://www.kitsapgov.com/pw/Pages/planholders.aspx>. Any questions or issues, please call 360-337-5777 or email at help@kitsap1.com.

CONTACT PERSON

Any prospective Bidder having questions or desire an explanation or interpretation of the Bid Documents are requested to contact Tina Nelson, Senior Program Manager, at knelson@kitsap.gov by close of business 5 business days preceding the bid opening.

General questions about the project may be addressed by contacting Tina Nelson, Senior Program Manager, at (360) 337-4891, or knelson@kitsap.gov.

KITSAP COUNTY BOARD OF COMMISSIONERS

PROPOSAL

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS COUNTY ROAD PROJECT NO. 1636

SR 104 Holding Lanes - ATMS

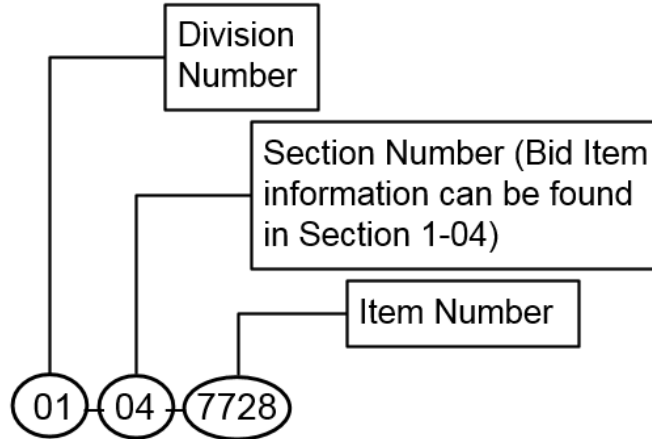
Federal Aid No. STBGUM-CRRSAA-0104(068)
Contract No. TA7701

**The Honorable Board of Commissioners
Kitsap County
614 Division Street
Port Orchard, Washington 98366**

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done, having familiarized themselves with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, and to furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's Improvement Project, for an amount computed upon the basis of the quantity of work actually performed at the following bid prices:

NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND THE TOTAL AMOUNT OF BID MUST BE SHOWN. All prices shall be in legible figures (not words) written in ink or typed. The proposal shall include: A unit price for each item (omitting digits more than four places to the right of the decimal point); an extension for each unit price (omitting digits more than two places to the right of the decimal point); the total Contract price (the sum of all extensions).

COST CODE (a guide to locate Bid Item information – the Contracting Agency does not warrant its accuracy): The Cost Code for each Bid Item consists of the WSDOT/APWA Standard Specifications division number, the section number and the item number, in that order. An example is shown below:



Kitsap County-specific Bid Items are noted with “KC” at the end. Project-specific Bid Items are noted with “SP”. Bid Items that have options (e.g. Plant Selection or Beam Guardrail Anchor Type X) are designated as such. Examples are shown below:

01-04-7728	WSDOT Standard Bid Item
01-07-0010KC	Kitsap County Standard Bid Item
05-05-SP01	Project-specific Bid Item
08-02-6550-AC	WSDOT Standard Bid Item with Option
08-11-6760-16	WSDOT Standard Bid Item with Option (e.g. specific pipe size)

NO.	COST CODE	ITEM	QTY	UNIT	UNIT COST	AMOUNT
1	01-04-7728	MINOR CHANGE	14000	CALC	\$ 1.00	\$ 14,000.00
2	01-07-0010KC	PROTECTION & SUPPORT OF EXISTING UTILITIES	1	L.S.		
3	01-07-7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	5	EST.	\$ 1.00	\$ 5.00
4	01-07-7736	SPCC PLAN	1	L.S.		
5	01-08-7003	TYPE B PROGRESS SCHEDULE	1	L.S.		
6	01-09-0001	MOBILIZATION	1	L.S.		
7	01-10-6973	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1	L.S.		
8	01-10-6974	TRAFFIC CONTROL SUPERVISOR	1	L.S.		
9	01-10-6980	FLAGGERS, MIN. BID \$50	800	HR		
10	01-10-6982	CONSTRUCTION SIGNS CLASS A	528	S.F.		
11	01-10-7572	WORK ZONE SAFETY CONTINGENCY	5000	EST.	\$ 1.00	\$ 5,000.00
12	02-01-SP01	CLEARING AND GRUBBING	3210	S.F.		
13	02-02-0079KC	SAW CUT ASPHALT CONCRETE PAVEMENT	720	L.F.		
14	02-02-SP02	RELOCATE EXISTING UTILITY FIXTURE	1	L.S.		
15	02-03-0310	ROADWAY EXCAVATION INCL. HAUL	300	C.Y.		

16	02-03-0431	GRAVEL BORROW INCL. HAUL (TON)	40	TON		
17	04-04-5100	CRUSHED SURFACING BASE COURSE (TON)	220	TON		
18	05-04-5711	PLANING BITUMINOUS PAVEMENT	420	S.Y.		
19	05-04-5767KC	HMA CL. 1/2 IN. PG 58H-22	210	TON		
20	05-04-5837KC	ASPHALT COST PRICE ADJUSTMENT	1	CALC	\$ 1.00	\$ 1.00
21	05-05-5625	CEMENT CONC. PAVEMENT	1	C.Y.		
22	06-10-6776	PRECAST CONC. BARRIER TYPE F	53	L.F.		
23	08-01-6471	INLET PROTECTION	4	EACH		
24	08-01-6490KC	EROSION/WATER POLLUTION CONTROL (L.S.)	1	L.S.		
25	08-01-6630	HIGH VISIBILITY FENCE	420	L.F.		
26	08-02-6406KC	TOPSOIL TYPE A (C.Y.)	50	C.Y.		
27	08-02-SP03	SEEDING BY HAND	210	S.Y.		
28	08-02-6480	FINE COMPOST	11	C.Y.		
29	08-04-6700	CEMENT CONC. TRAFFIC CURB AND GUTTER	30	L.F.		
30	08-04-6701	CEMENT CONC. TRAFFIC CURB	40	L.F.		
31	08-14-7055	CEMENT CONC. SIDEWALK	30	S.Y.		

32	08-17-SP04	PERMANENT IMPACT ATTENUATOR	1	EACH		
33	08-20-6912	TRAFFIC SIGNAL SYSTEM	1	L.S.		
34	08-20-6914	ITS	1	L.S.		
35	08-21-6890	PERMANENT SIGNING	1	L.S.		
36	08-22-0187	REMOVING PAINT LINE	800	L.F.		
37	08-22-6807	PLASTIC LINE	2540	L.F.		
38	08-22-6833	PLASTIC TRAFFIC ARROW	5	EACH		
39	08-22-6857	PLASTIC CROSSWALK LINE	20	S.F.		
40	08-22-6859	PLASTIC STOP LINE	50	L.F.		
CONTRACT SUBTOTAL						\$
Sales Tax 9.2%						\$
TOTAL CONTRACT COST						\$

2. BIDDER SHALL INCLUDE SALES TAX IN THE LUMP SUM AND UNIT PRICE BID ITEMS in accordance with Section 1-07.2(1) of Special Provisions.
3. The undersigned Bidder hereby proposes and agrees to commence work under this Contract, if awarded to them, in accordance with Sections 1-08.4 and 1-08.5 of the Special Provisions. They further agree to complete the contract within **40 working days**.
4. The agreed liquidated damage to the Owner shall be in accordance with Liquidated Damages as described in the Standard Specifications, Amendments thereto, and Special Provisions.
5. The Owner reserves the right to delete all or any portions of the work as outlined in the Contract Documents.
6. The required bid security in the amount of five percent (5%) of the total bid is hereto attached.
7. It is understood that the Contractor is responsible for obtaining and completing all required government forms.
8. Receipt of the following Addenda to the Contract Document is hereby acknowledged.

ADDENDUM #	DATE OF RECEIPT OF ADDENDUM	SIGNED ACKNOWLEDGMENT
1		
2		
3		
4		
5		
6		

(Note: Failure to acknowledge receipt of the Addenda may be considered an irregularity in the proposal).

9. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below and unless otherwise notified in writing, this address shall be used by the successful bidder during the life of the Contract for all official notices.
10. By signing this Proposal, the Bidder certifies that they have read and understand all of the terms and Conditions of the Contract Plans, Standard Specifications, the Amendments there to, and these Special Provisions, and agrees to comply with them.

Date: _____

Proper Name of Bidder (Type or Print): _____

By (Signature): _____

Name and Title (Type or Print Name
and Title of Signatory): _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number with Area Code: _____

Fax Number with Area Code: _____

Mailing Address,
if different from above: _____

E-mail Address
(to be used by the County
to send award documents) _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and _____ as Surety, are hereby held and firmly bound unto Kitsap County Department of Public Works as Owner in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. Signed this _____ day of _____, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted To Kitsap County Department of Public Works, a certain BID, attached hereto and made a part hereof to enter a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said BID be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have set their Corporation seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

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BIDDER RESPONSIBILITY STATEMENT

Each Bidder shall prepare and submit the following information with their bid.

By signing the signature page of the Proposal, the Bidder affirms that the following information is true and correct.

Name of Bidder: _____

Business Address: _____

A) MANDATORY BIDDER RESPONSIBILITY CRITERIA (RCW 39.04.350)

1. Washington State Contractors License Number: _____
Effective Date: _____
2. State of Washington Unified Business Identifier (UBI) No.: _____
3. Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington as required by Title 51 RCW?
Yes: No: Not Applicable:
4. Washington State Employment Security Department number as required by Title 51 RCW.
Number: Not Applicable:
5. Washington State Department of Revenue state excise tax registration number as required by Title 82 RCW.
Number: Not Applicable:
6. Have you ever been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?
Yes: No:
7. Have you received training on the requirements related to public works and prevailing wage?
Yes: No: Exempt:

**B) SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA
(SPECIAL PROVISIONS SECTION 1-02.14)**

1. Do you own delinquent taxes to the State of Washington Department of Revenue?
Yes: No:

2. Are you currently debarred or suspended from bidding by the Federal government?
Yes: No:

3. Does your standard subcontract form include the subcontract responsibility language required by RCW 39.06.020?
Yes: No:

4. Do you have any established procedure which your company utilizes to validate the responsibility of each of your subcontractors and any sub-tier contractors?
Yes: No:

5. Do you have any record of prevailing wage violations in the last 5 years as determined by the Washington State Department of Labor and Industries?
Yes: No:

6. Have you had any claims against retainage or payment bonds for public works projects in the last 3 years?
Yes: No:

7. Has your company or its owners been convicted of a crime involving bidding on a public works contract in the last 5 years?
Yes: No:

8. Has your company had any public works contract terminated for cause or terminated for default by a government agency in the last 5 years?
Yes: No:

9. Has your company had any lawsuits with judgments entered against the company in the last 5 years?
Yes: No:



Kitsap County Public Works
An APWA Accredited Agency



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **February 18, 2025**, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

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

NON-COLLUSION DECLARATION FORM

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

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PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT



APWA-WA Division 1 Committee

rev. 5/13/2022

Proposal for Incorporating Recycled Materials into the Project

In compliance with RCW 70A.205.700, the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____

Date: _____

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BIDDER QUESTIONNAIRE



Bidder Questionnaire

Agency Name	Federal Aid Number
Prime Contractor Name	Contract Number
Contract Name	

Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
		-	-	-				-
		-	-	-				-
		-	-	-				-
		-	-	-				-
		-	-	-				-
		-	-	-				-
		-	-	-				-
		-	-	-				-
		-	-	-				-
		-	-	-				-

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Representative	Title	Date

DOT Form 272-022 Revised 09/2024
 • Previous Versions Obsolete •

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Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
 - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
 - Work sublet to a Regular Dealer must be listed separately.
 - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
 - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row. The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state "Partial" and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal See Note 1, Note 2, Note 3. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, See Note 1, Note 2, Note 3, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder may only claim 50% of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder may only claim 60% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal

Note 3: For Work sublet to a Broker the bidder may only claim the fees paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee \%}) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. This value must equal or exceed the COA Contract goal amount written in Box 3 or;

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3. The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: A Plus Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 Name of DBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Dollar Amount Subcontracted to DBE (See instructions)	Column 5 Dollar Amount to be Applied Towards Goal (See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Disadvantaged Business Enterprise 356,968.16 Total DBE Commitment Dollar Amount 1,295,250
Condition of Award Contract Goal Box 3 Box 4

5 By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056
Revised 02/2018

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DBE WRITTEN CONFIRMATION DOCUMENT



Washington State
Department of Transportation

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

Dollar Amount to be Subcontracted to DBE*: _____

*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): _____

Signature: _____

Title: _____

Address: _____

Date: _____

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DBE BID ITEM BREAKDOWN FORM



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number	2. Contract Name		
3. Prime Contractor		4. Prime Contractor Representative Name	
5. Prime Contractor Representative Phone Number		6. Prime Contractor Representative Email	

Column 1 Name of UDBE <small>(See Instructions)</small>	Column 2 Bid Item # <small>(See Instructions)</small>	Column 3 Full/Partial <small>(See Instructions)</small>	Column 4 Quantity <small>(See Instructions)</small>	Column 5 Description <small>(See Instructions)</small>	Column 6 Unit Price <small>(See Instructions)</small>	Column 7 Total Unit Cost <small>(See Instructions)</small>	Column 8 Dollar Amount to be Applied Towards Goal <small>(See Instructions)</small>
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

DBE TRUCKING CREDIT FORM



Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal. Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email		Date

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

DBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email		Date

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The DBE Firm's representative signature is required in addition to the date the form was signed.

LOCAL AGENCY CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DOT Form 272-040A EF
07/2011

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AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2025 by and between Kitsap County, through the BOARD OF COUNTY COMMISSIONERS of Kitsap County, State of Washington, hereinafter referred to as the "COUNTY", and _____, a general Contractor licensed by the State of Washington, for themselves, their heirs, executors, administrators, successors, and assigns, hereinafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the COUNTY desires to implement an Active Traffic Management System (ATMS) to manage eastbound Washington State Ferry traffic through Kingston on SR 104 and improve SR 104 shoulder, west of Lindvog Road, in Commissioner District #1:

WHEREAS, the CONTRACTOR has been selected by competitive bid as the "responsible bidder with the lowest responsive bid," as defined under RCW 39.04.010;

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the COUNTY and the CONTRACTOR mutually agree as follows:

CONTRACT DOCUMENTS:

This Agreement hereby incorporates the recitals and the Contract Documents, which documents are incorporated herein by reference. The Contract Documents shall include, but shall not be limited to, the Contract Provisions for "**SR 104 HOLDING LANES - ATMS**", Call for Bids, Contractors accepted Bid Proposal, the General and Special Provisions, Contract Plans and Drawings, Addenda, applicable Bonds, and the 2024 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction, hereinafter referred to as the "Standard Specifications", and this Agreement.

"The Work" as referred to in this Agreement means the definition described in WSDOT/APWA Standard Specifications Section 1-01.3

1) DESCRIPTION OF WORK:

This contract provides for the improvement of SR 104 by implementing an Active Traffic Management System (ATMS) to manage eastbound Washington State Ferry (WSF) traffic through Kingston on SR 104 (vicinity Lindvog Rd. to ferry toll booths) and improve SR 104 eastbound shoulder west of Lindvog Road. The project includes: the ATMS program; Intelligent Traffic Systems (ITS) operating system, detection, signal modification, and signage (on and off site); and improvements to the eastbound mainline shoulder (holding lane, approximately 400') improvements and associated improvements in the vicinity of the Lindvog/SR 104 intersection and other work, all in accordance with the Contract Documents.

The CONTRACTOR shall furnish all of the labor, materials, tools, equipment, and everything needed for the construction and completion of the Work described herein, in accordance with, and more fully described in, the Contract Documents.

2) BINDING EFFECT:

The covenants and conditions contained in this Agreement shall apply to and bind the parties, heirs, legal representatives and assigns of the parties.

3) TIME IS OF THE ESSENCE:

The CONTRACTOR agrees to work promptly and to fully complete the Work within the time limits as described in the Contract Documents. Failure to complete within the allowed time limit will subject the CONTRACTOR to Liquidated Damages, as described in Section 1-08.9, Liquidated Damages, of the Contract Documents.

4) TIME FOR COMPLETION:

The work to be performed under this Agreement shall commence and complete in accordance with Sections 1-08.4, Notice to Proceed and Prosecution of Work, and 1-08.5, Time for Completion, of the Contract Documents and Physically Completion of the work shall be achieved within **40 WORKING DAYS**, unless Contract Time is extended otherwise in accordance with the Contract Documents.

5) COMPENSATION:

The COUNTY agrees to pay the CONTRACTOR for the work described and completed according to the Contract Documents the sum of [spell out the amount in words and in numbers] , \$ _____ . This sum shall include state sales tax.

6) INDEPENDENT CONTRACTOR:

The CONTRACTOR shall perform the services under this Agreement as an independent CONTRACTOR and not as an agent, employee or servant of the COUNTY. The parties agree that the CONTRACTOR is not entitled to any benefits or rights enjoyed by employees of the COUNTY. CONTRACTOR shall comply with all laws regarding workers' compensation.

7) DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT (ADA):

The CONTRACTOR agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing said Act. The CONTRACTOR agrees to comply with all Federal, State and County laws and regulations in effect pertaining to non-discrimination. Violation of this section may be treated as a breach of this Agreement.

8) LIABILITY FOR NEGLIGENCE:

The CONTRACTOR shall be liable for any additional expenses incurred by the COUNTY as a result of carelessness or negligence on the part of the CONTRACTOR, the CONTRACTOR's agents, or the CONTRACTOR's employees. The CONTRACTOR agrees that the COUNTY may deduct such additional costs on its own behalf from monies due, or to become due, to the CONTRACTOR.

9) TERMINATION:

This Agreement may be terminated by the officials or agents of the COUNTY authorized to contract for or supervise the execution of such work in accordance with Section 1-08.10 of the Contract Documents.

10) MODIFICATION

There shall be no modification of this Agreement, except in writing, executed with the same formalities as this Agreement. Change Orders totaling less than \$25,000 of the original contract amount may be executed by the Director of Public Works or their authorized agent. Change Orders totaling more than \$25,000 but less than \$75,000 of the original contract amount may be executed by the County Administrator, or their authorized agent. Change Orders that exceed \$75,000 of the total contract amount shall be valid provided they are executed by the Chair of the Board of County Commissioners or their authorized agent.

11) HOLD HARMLESS:

The CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers and employees from, and shall process and defend at its own expense, all claims, demands or suits at law or equity arising in whole or in part from the CONTRACTOR's performance of any of its obligations under this Agreement; provided that nothing herein shall require the CONTRACTOR to indemnify the COUNTY against and hold harmless the COUNTY from claims, demands, or suits based upon the sole negligence of the COUNTY, its agents, officers, and employees; and provided further that if claims or suits are caused by or result from the concurrent negligence of (a) the CONTRACTOR or CONTRACTOR's agents or employees, and (b) the COUNTY or COUNTY's agents, officers, or employees, this indemnity provision shall be valid and enforceable only to the extent of the CONTRACTOR's negligence or the negligence of the CONTRACTOR's agents or employees.

The CONTRACTOR expressly assumes potential liability for actions brought by the CONTRACTOR's own employees against the COUNTY; and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was subject of mutual negotiation.

12) INSURANCE REQUIREMENTS:

Section 1-07.18 of the Contract Documents shall govern this Agreement.

13) VENUE AND CHOICE OF LAW:

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

14) INTEGRATION CLAUSE:

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between parties.

15) AUTHORIZATION:

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

16) COMPLIANCE WITH LAWS:

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

17) SEVERABILITY:

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the United States or State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

18) CONFLICTS PROVISION:

In the event language in this Agreement conflicts with the requirements in the Standard Specifications, the language in this Agreement controls.

19) RIGHTS and REMEDIES:

No action or failure to act by the COUNTY shall constitute a waiver of a right or duty afforded the COUNTY under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

20) THIRD-PARTY AGREEMENTS:

Neither this Agreement nor the Contract Documents shall be construed to create a contractual relationship of any kind between the COUNTY and any Subcontractor or any persons other than the COUNTY and the CONTRACTOR.

21) RECORDS RETENTION:

The wage, payroll, bid and cost records of the CONTRACTOR and its Subcontractors, and all records subject to audit in accordance with the Standard Specifications shall be retained for a period of not less than six (6) years after the date of Final Acceptance of the Contract Documents.

22) PUBLIC RECORDS

The CONTRACTOR acknowledges the Agreement and all records associated with the Agreement shall be available to the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that records in the custody of the CONTRACTOR are needed for the County to respond to a request under the Act, as determined by the County, the CONTRACTOR shall make them promptly available to the COUNTY at no cost to the COUNTY. If the CONTRACTOR considers any portion of any record, whether electronic or hard copy, to be protected from disclosure under the law, the CONTRACTOR shall clearly identify all specific information it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information that has been identified by the CONTRACTOR as protected from disclosure and the COUNTY determines that release of the information is required by the ACT or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the CONTRACTOR of the request and the date that such protected information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. The COUNTY has no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the ACT. The COUNTY will not be liable to the CONTRACTOR for releasing records in compliance with the Act, this subsection or court order.

23) CONTRACT BOND:

Payment and performance bonds for this project have been issued by _____, Surety Company of _____

Street address: _____ City: _____

Telephone: _____ Contact Person: _____

in the amount of _____.

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

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

CHRISTINE ROLFES, Chair

BY _____

TITLE _____

ORAN ROOT, Commissioner

KATHERINE T. WALTERS, Commissioner

Foregoing contract approved and ratified:

ATTEST

DANA DANIELS, Clerk of the Board

PUBLIC WORKS PAYMENT BOND

to _____, WA

Bond No. _____

_____, Washington, (_____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to _____, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the _____ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____



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PUBLIC WORKS PERFORMANCE BOND

to _____, WA

Bond No. _____

_____, Washington, (_____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the _____, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the _____ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____



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SPECIAL PROVISIONS

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS
COUNTY ROAD PROJECT NO. 1636

SR 104 Holding Lanes - ATMS

Federal Aid No. STBGUM-CRRSAA-0104(068)
Contract No. TA 7701

The Professional Engineer's seal and signature affixed hereon indicates this Engineer's review and participation in the preparation of the Special Provisions.



Kristina B. Nelson
Senior Program Manager - Engineering
Division 1

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INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 KC GSP) Agency Special Provision

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

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DIVISION 1 GENERAL REQUIREMENTS

Description of Work

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of *** SR 104 by implementing an Active Traffic Management System (ATMS) to manage eastbound Washington State Ferry (WSF) traffic through Kingston on SR 104 (vicinity Lindvog Rd. to ferry toll booths) and improve SR 104 eastbound shoulder west of Lindvog Road. The project includes: the ATMS program; Intelligent Traffic Systems (ITS) operating system, detection, signal modification, and signage (on and off site); and improvements to the eastbound mainline shoulder (holding lane, approximately 400') improvements and associated improvements in the vicinity of the Lindvog/SR 104 intersection*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	5	Furnished automatically upon award.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.4 Examination of Plans, Specifications and Site of Work

1-02.4(1) General

(December 30, 2022 APWA GSP, Option B)

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 5 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(November 20, 2023 WSDOT GSP, Option 2)

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

(September 3, 2024 WSDOT GSP, Option 7)

Section 1-02.6 is supplemented with the following:

Bidder Questionnaire

The Bidder shall submit with their Bid a completed Bidder Questionnaire form (WSDOT Form #272-022). This shall be filled out for each firm who submitted a bid or quote in attempt to participate in the project whether they were successful or not and include the following information:

1. Firm name;
2. Firm address including ZIP code;
3. Firm's status as a DBE or non-DBE;
4. Race and gender information for the firm's majority owner;
5. NAICS code applicable to each scope of work the firm sought to perform in its bid;
6. Age of the firm; and
7. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.) rather than requesting an exact figure from the firm.

Failure to return this completed form as part of the Bid Proposal package will cause this Bid to be considered irregular in accordance with Section 1-02.13. A copy of this form is included in the Proposal Forms

(November 25, 2024 APWA GSP 1-02.6, Option A)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid

Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

The Bidder shall submit with the Bid the following:

- 1) Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)
- 2) DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.
- 3) Good Faith Effort Documentation - Bidder must submit good faith effort documentation with the Disadvantaged Business Enterprise Utilization Certification ONLY In the Event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.
- 4) DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

Directions for delivery of the Disadvantaged Business Enterprise, Written Confirmation Documents, and Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9 and 1-02.10.

Add the following new subsection:

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal
(July 8, 2024 APWA GSP, Option C)

Delete this section and replace it with the following:

DBE DOCUMENT SUBMITTAL REQUIREMENTS

General

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

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

DBE Utilization Certification (WSDOT 272-056)

DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification

Good Faith Effort (GFE) Documentation (if applicable)

DBE Bid Item Breakdown (WSDOT 272-054) The DBE Bid Item Breakdown will not be included as part of the executed Contract.

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, the document(s) shall be submitted as follows:

1. By facsimile to the following FAX number: (360) 337-4867, or
2. By e-mail to the following e-mail address: tsmith@kitsap.gov

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (Written Confirmation Documents or GFE Documentation) that is received after the time specified or received in a location other than that specified in the Call for Bids.

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

DBE Utilization Certification (WSDOT Form 272-056)

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

DBE Written Confirmation Document (WSDOT Form 422-031) and/or GFE Documentation (if applicable)

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation Documents and/or GFE Documentation shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

DBE Bid Item Breakdown Form (WSDOT Form 272-054)

The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then

submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals
(September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

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

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

1. **Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

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

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

3. **Subcontractor Responsibility**

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

4. **Claims Against Retainage and Bonds**

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

5. **Public Bidding Crime**

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

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

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

7. **Lawsuits**

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

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

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

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

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

the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information
(December 30, 2022 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.1(1) Identical Bid Totals
(December 30, 2022 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract
(July 8, 2024 APWA GSP Option A)

Revise this section to read:

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

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any

pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

This section is supplemented with the following:

(July 8, 2024 APWA GSP Option B)

No later than 5 calendar days after the Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included as part of the executed Contract.

DBE Trucking Credit Forms shall be submitted to ORegionOEO@wsdot.wa.gov and in one of the following ways:

1. By E-mail pwroadscontracts@kitsap.gov
2. By Mail to: Kitsap County Department of Public Works
614 Division Street, MS-26
Port Orchard, Washington 98366-4699

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

Delete the first paragraph and replace it with the following:

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

of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency

headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-05 CONTROL OF WORK

1-05.1 Authority of the Engineer

The fourth paragraph of Section 1-05.1(2) is revised to read:

(November 4, 2024, WSDOT GSP)

The Contractor may submit a RFI for one of the following reasons:

1. The Contractor believes there is information missing from the Contract Documents (Missing Information).
2. The Contractor believes a clarification of one or more of the Contract requirements is necessary (Clarification).
3. The Contractor needs to substitute a material that provides an equal or better level of performance as the one specified in the Contract (RFC -Material Substitution). Requests shall indicate the location(s), quantity, and shall describe how the material provides

an equal or better level of performance as the material originally specified.

4. The Contractor requests a change to the Contract requirements for a reason other than one listed in items 1-3 of this Section (RFC - Other). To be considered, the request must not meet the requirements of a Value Engineering Change Proposal. To be considered, the request shall qualify as a Minor Change in accordance with Section 1-04.4(1) and shall describe how the change is beneficial to the project.

1-05.3 Working Drawings

Section 1-05.3 is supplemented with the following:

(*****)

1-05.3(1) Submittals

The Contractor shall not install materials or equipment, which requires submittals, until reviewed by the Contracting Agency. Late submissions by the Contractor shall not be cause for time extension.

Submittals shall be made per Submittal Number and Revision assigned by the Contracting Agency's project management software, rather than per material. The Contractor shall be responsible for ensuring that each submittal includes cut sheets and/or other information for all pertinent materials necessary to complete the work for each Submittal Number. It is understood that producing submittals for each Submittal Number may require multiple submittals of common materials that are associated with more than one Submittal Number. The Contractor shall also be responsible for producing submittals that may only be associated with a Specification Section, not a particular Submittal Number.

The Contractor shall submit electronic copies of each submittal required by the Contract Documents through the Contracting Agency's project management software, (see Special Provisions Section 1-05.17), unless otherwise required elsewhere in the Contract Provisions. This includes, but is not limited to:

- Working Drawings
- Product Data
- Samples
- Reports
- Material Submittals (Ref. 1-06)
- Progress Schedules (Ref. 1-08.3)

Physical samples shall be delivered with a hardcopy of the transmittal submitted through the Contracting Agency's project management software.

The Engineer will return reviewed submittals through the Contracting Agency's project management software for the Contractor's use.

1-05.3(2) Submittal Schedule

In conformance with section 1-08.3, the progress schedule shall be submitted and reviewed prior to commencing any work. No delay claim shall be entertained for Contractor's failure to comply.

No claim will be allowed for damages or extension of time resulting from rejection of a submittal or the requirement of resubmittals as outlined by this section.

The Engineer's review will be completed as quickly as possible but may require up to ten (10) working days from the date the submittals or resubmittals are received until they are sent to the Contractor. If more than ten (10) working days are required for the Engineer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

1-05.3(3) Submittal Procedures

Contractor submittals shall be in accordance with the following:

The Contractor shall thoroughly review each submittal for dimensions, quantities, and details of the material or item shown. The Contractor shall review each submittal and note any errors, omissions, or deviations with the Contract Documents. The Contractor shall accept full responsibility for the completeness of each submittal.

Each submittal shall have a unique number assigned to it (via the Contracting Agency's project management software). On each page, indicate the page number, and total number of pages in each submittal.

Each submittal shall indicate the following:

1. The intended use of the item in the work;
2. Clearly indicate only applicable items on any catalog cut sheets;
3. The current revision, issue number, and data shall be indicated on all drawings and other descriptive data.
4. Description of Submittal.
5. Related Specification Section and/or plan sheet.
6. Each material submittal shall clearly indicate the name and address of all suppliers, processors, distributors, and/or producers from which the Contractor directly purchased each material.

When submitting product data, the Contractor shall modify drawings to delete any information not applicable to the project and add information that is applicable to the project. The Contractor shall mark copies of printed material to clearly identify the pertinent materials, products or models.

Samples submitted shall be of sufficient size and quantity to clearly illustrate functional characteristics of product or material and full range of colors available. Field samples and mock-ups, where required, shall be erected at the project site where directed by the Engineer.

The Contractor shall notify the Engineer, in writing at time of submission, of deviations in submittals from requirements of the contract documents.

The Contracting Agency shall not be responsible for delays in reviewing submittals not submitted in accordance with these specifications.

Review or approval of Working Drawings shall neither confer upon the Contracting Agency nor relieve the Contractor of any responsibility for the accuracy of the drawings or their conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by rejection or non-approval of Working Drawings.

1-05.3(4) Engineer's Review of Submittals

The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity with the Contract drawings and specifications. The Engineer's review of submittals shall not relieve the Contractor from responsibility for errors, omissions, deviations, or responsibility for compliance with the Contract documents.

Review of a separate item does not constitute review of an assembly in which the item functions.

When the submittal or resubmittal is marked "APPROVED", "APPROVED AS NOTED", "REVIEWED & FILED" AND "CONDITIONALLY APPROVED" no resubmittal is required. When the submittal is marked "REVIEWED WITH COMMENTS" the Contractor shall comply with any comments on the return submittal.

1-05.3(5) Resubmittals

When a submittal is marked "REVISE AND RESUBMIT" or "REJECTED," the Contractor shall make the corrections as noted and instructed by the Engineer and resubmit via the Contracting Agency's project management software. The Contractor shall not install material or equipment that has received a review status of "REVISE AND RESUBMIT" or "REJECTED".

When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to all revisions and shall list separately any revision made other than those called for by the Engineer on previous submittals. The Contracting Agency's project management software will assign the resubmittal number of the original submittal followed by a revision number (1, 2, etc.) to indicate the sequence of the resubmittal.

Each submittal shall have a unique number assigned to it (via the Contracting Agency's project management software).

The Contractor shall revise returned submittals as required and resubmit until final review is obtained. Any associated progress delay due to the Contractor's need to revise and resubmit is the Contractor's sole responsibility.

The Contractor shall verify that all exceptions previously noted by the Engineer have been accounted for.

1-05.3(6) Clarifications

Clarifications of the Contract intent shall be submitted via a Request for Information (RFI) using the Contracting Agency's project management software as described in Section 1-05.17 of the Special Provisions. The Contractor shall provide a clear and concise clarification question, specific project document reference such as plan detail number or specification number, proposed solution to the clarification question, and provide any supporting documentation necessary to understand the clarification question.

Request for Information responses provided by the Contracting Agency shall be incorporated into the Record Drawings, if resulting in a change to the Contract Plans.

Request for Information responses provided by the Contracting Agency shall not be construed to be a change to the Contract Documents.

1-05.4 Conformity With and Deviations from Plans and Stakes

(November 25, 2024 APWA GSP, Option C)

Delete the fourth through seventh paragraph of this section and add the following new subsection:

1-05.4(1) Contracting Agency Provided Construction Staking

1-05.4(1)A General

As used in this Section 1-05.4, the words, "stake," "mark," "marker," or "monument" will be deemed to include any kind of survey marking, whether or not set by the Contracting Agency.

1-05.4(1)B Control Stakes

The Engineer will supply construction stakes and marks establishing lines, slopes and grades in accordance with this Section of these Special Provisions. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these Engineer furnished stakes and marks.

A claim by the Contractor for extra compensation by reason of alterations or reconstruction work allegedly due to error in the Engineer’s line and grade will not be allowed unless the original control points set by the Engineer still exist, or unless the Contractor can provide other satisfactory substantiating evidence to prove the error was caused by incorrect Engineer furnished survey data. Three consecutive points set on line or grade shall be the minimum points used to determine any variation from a straight line or grade. Any such variation shall, upon discovery, be reported to the Engineer.

The Contractor shall provide a work site clear of equipment, stockpiles and obstructions which has been prepared and maintained to permit construction staking to proceed in a safe and orderly manner. The Engineer will stake a finite amount of work in a single day in accordance with Section 1-05.4(1)C of these Special Provisions.

Stakes that constitute reference points for all construction work will be conspicuously marked with an appropriate color of flagging tape. It will be the responsibility of the Contractor to inform its employees and subcontractors of the importance and necessity to preserve the stakes.

1-05.4(1)C Survey Requests

It shall be the Contractor’s responsibility to properly schedule survey work and coordinate staking requests with construction activities. The Engineer may be reasonably expected to stake any one of the following items, in the quantity shown, in a single day:

Roadway grading	+/-1500 lineal feet of centerline
Storm or sanitary sewer	Approximately 8-10 structures
Water main	+/-1500 lineal feet of pipe
Curb and gutter	+/-1300 lineal feet (one side only)
Base and top course	+/-1000 lineal feet of centerline
Slope staking	+/-800-1200 lineal feet (top and toe)
Illumination/signalization	Approximately 15-20 structures

Actual quantities may vary based on the complexity of the project, line of sight considerations, traffic interference, properly prepared work site, and other items that could affect production.

The Contractor shall be aware that length does not always translate directly into stationing. For example, a survey request for storm sewer pipe from Station 3+00 to 8+00 is 500 lineal feet in length. There may be 1000 lineal feet, or more, of storm sewer pipe, if the pipe is placed on both sides of the roadway and interconnected.

The Contractor shall provide staking requests at least three (3) working days before the Engineer needs to begin the staking operation. If the work site is obstructed so that survey work cannot be done, a new survey request shall be submitted by the Contractor so that the survey work can be rescheduled once the site is properly prepared. An additional 3 working days may be required to complete the rescheduled work.

The Contractor shall work to preserve stakes and marks set by the Engineer. The Contracting Agency will deduct from payments due the Contractor all costs to replace such stakes, marks damaged or destroyed by the Contractor's operation. A new survey request shall be submitted by the Contractor to replace the damaged or destroyed stakes. An additional 3 working days may be required to complete the request.

If the removal of a control stake or monument is required by the construction operations of the Contractor or its subcontractors, and advance notice of at least three (3) working days is given to the Engineer, the Engineer will reference, remove, and later replace the stakes at no cost to the Contractor.

The Contractor is not entitled to an extension of time, as provided for in Section 1-08.8 as a result of any replacement of control stakes.

1-05.4(1)D Staking Services

The Contractor shall determine appropriate construction stake offset distances and direction to prevent damage to stakes by its construction equipment.

The Engineer shall furnish to the Contractor, one time only, all principal lines, grades and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Cut or fill stakes for establishing grade and embankments,
2. Curb or gutter grade stakes,
3. Centerline finish grade stakes for pavement sections wider than 25 feet as set forth in Section 1-05.5(5), subsection 2, and
4. Offset points to establish line and grade for underground utilities such as water, sewers, storm drains, illumination and signalization.

No intermediate stakes shall be provided between curb grade and centerline stakes.

The Contractor shall provide enough safe areas to permit the Engineer to set those points and elevations that are the responsibility of the Contracting Agency and to perform random checks of the surveying performed by the Contractor.

Roadway and Utility Surveys

The Engineer will furnish the following stakes and reference marks:

- Clearing Limits - One set of clearing limit stakes will be set at approximately 50-foot stations or as needed.
- Rough Grading - One set of rough grade stakes will be set along the construction centerline of streets at 50-foot stations as required. (If superelevations require intermediate stakes along vertical curves, the Engineer will provide staking at closer intervals.) One set of primary cut and fill stakes will be set for site work. One set of secondary final grade cut and fill stakes will be set where deemed applicable as determined by the Engineer.
- Storm Sewers - Two cut or fill stakes for each inlet, catch basin or manhole will be set at offsets to the center of the structure.
- Sanitary Sewers - Two cut or fill stakes for each manhole or cleanout location will be set at appropriate offsets to the center of the structure.
- Water Main - One set of line stakes will be furnished for water mains at 50-foot stations. Additionally, two reference stakes for each valve, hydrant, tee and angle point location will be set concurrently with these line stakes.
- Staking for Embankments - Catch points and one-line stake will be set in those cases where the vertical difference in elevation from the construction centerline to the toe or top of a cut or fill slope exceeds 3 feet. In all other areas, stakes shall be set at an appropriate offset to the street centerline to allow for the preservation of said offsets through the rough grading phase. In both cases the stakes shall be clearly marked with appropriate information necessary to complete the rough grading phase.
- Curb and Gutters - One set of curb and gutter stakes shall be set at an offset on 25-foot intervals, beginning and end points of curves and curb returns, wheelchair ramps, driveways, and sufficient mid-curve points to establish proper alignment.
- Base and Top Course - One set of final construction centerline grade hubs will be set for each course, at not less than 50-foot stations. No intermediate stakes shall be provided unless superelevations require them. In those circumstances, one grade hub left and right of construction centerline at the transition stations will be set at an offset to centerline at not less than 25-foot stations.
- Adjacent or Adjoining Wetlands - One set of stakes delineating adjacent wetland perimeters will be set at 25 to 50-foot stations as required.

- Illumination and Traffic Signals System - One set of stakes for luminaires and traffic signal pole foundations will be set as required. One set of stakes for vaults, junction boxes, and conduits will be set, only if curb and gutter is not in place at the time of the survey request. If curb and gutter is in place, staking for vaults, junction boxes, and conduits will be provided at an additional expense to the Contractor.

When deemed appropriate by the Engineer, cut sheets will be supplied for curb, storm, sanitary sewer and water lines. Cuts or fills may be marked on the surveyed points but should not be relied on as accurate until a completed cut sheet is supplied.

The Contractor is responsible for staking all other items not specifically listed and deemed necessary to construct the project per the Plans and Specifications. All costs associated with Contractor staking shall be incidental to the Work and be included in the Contract unit prices.

Structure Survey

The Engineer is responsible for setting all alignment stakes, slope stakes, and grades necessary for the construction of bridges, noise walls, and retaining walls. The Contractor shall maintain stakes set for construction and maintain the necessary lines and grades.

The survey work by the Engineer will include the following:

- Establish, by placing hubs and/or marked stakes, the location with offsets of foundation shafts and piles.
- Establish offsets to footing centerline of bearing for structure excavation.
- Establish offsets to footing centerline of bearing for footing forms.
- Establish wing wall, retaining wall, and noise wall horizontal alignment.
- Establish retaining wall top of wall profile grade.
- Establish elevation benchmarks for all substructure formwork.
- Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.
- Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.
- Establish location and plumbness of column forms and monitor column plumbness during concrete placement.
- Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.
- Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.
- Establish grout pad locations and elevations.
- Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.
- Establish box girder bottom slab grades and locations.

- Establish girder and/or web wall profiles and locations.
- Establish diaphragm locations and centerline of bearing.
- Establish roadway slab alignment, grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.
- Establish traffic barrier and curb profile.
- Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

1-05.4(1)E Monuments

The Contractor shall work to preserve the existing monumentation as provided in RCW 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it becomes apparent that a survey marker will be disturbed due to construction. The Contractor shall allow 5 working days for the Engineer to acquire information so that the a reference monument may be set. The Engineer will notify the Contractor if or when the monument will be reset to its original position after construction. All costs associated with the replacement of monuments damaged or destroyed prior to being referenced shall be deducted from monies due to the Contractor.

Payment

Depending on the Contractors means and methods of construction additional Construction staking beyond that described above may be required by the Contractor. Should additional staking be required by the Contractor and all cost for providing additional construction staking shall be included in bid items provided within the proposal.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing *(October 1, 2005 APWA GSP)*

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore, when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of

workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements and shall bear the costs for power and water necessary for the performance of the work unless the contract includes power and water as a pay item.

Add the following new section:

(****)

1-05.17 Project Management Communications – Provided at no cost to Contractor

1-05.17(1) Summary

The Contractor shall use the communications tool and protocols included in the Contracting Agency's project management software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

A valid email address, electronic and computer equipment, and internet connections are the responsibility of each project participant. The Contracting Agency will set up the user account.

Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

1-05.17(2) Training & Support

The Contracting Agency will host an information and training session for Contractor staff in use of the Contracting Agency's project management software at a time to be schedule after contract award. Companies may also use online videos, support articles, online chat and phone support provided by the Contracting Agency's project management software at no cost.

1-05.17(3) Project Archive

The archive will be available to the Contractor at no cost. The archive set will contain only documents that the Contractor has access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered through the Contracting Agency.

1-05.17(4) Authorized Users

Access to the Contracting Agency's project management software will be by individuals who have been authorized to use it by the Engineer.

1. The Contracting Agency will provide the Contractor with at least five (5) access accounts for the duration of the project. The sharing of user accounts is prohibited.

2. Contractor shall provide Engineer with list of Authorized users including valid email addresses following award of the Contract and scheduling of Contracting Agency provided training.
3. Authorized users will be contacted via e-mail with log-in information.
4. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the Contractor.
5. Only entities with a direct Contract with the Contracting Agency will be allowed to have read/write access (Authorized user) to the software. Read access may be provided to others, if beneficial to the project, including subcontractors and utility providers.

1-05.17(5) Communications

The use of fax, email and courier communication for this project is discouraged in favor of using the Contracting Agency's project management software to send messages. Communication functions are as follows:

1. Document Integrity and Revisions:
 - a. Documents, comments, drawings, and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections.
 - b. The system identifies revised or superseded documents and their predecessors.
 - c. Server or Client-side software enhancements during the life of the project will not alter or restrict the content of data published by the system. System upgrades will not affect access to older documents or software.
2. Document Security: The system provides a method for communication of documents. Documents allow security group assignment to respect the contractual parties' communication with the exception that the Contracting Agency Administrative Users have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
3. Document Integration: Documents of various types are able to be logically related to one another. For example, requests for information (RFIs), inspector's daily field reports (IDRs), supplemental sketches and photographs can be referenced as related records.
4. Reporting: The system is capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system are available for project members and are subject to each user's security settings.
5. Notifications and Distribution: Document distribution to project members may be accomplished both within the Contracting Agency's project

management software and via email depending on user settings. Project document distribution to parties outside of the project communication system may be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

6. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form into the Contracting Agency's project management software by Authorized users.
 - a. Large format documents may be transmitted by hardcopy and electronically via the Contracting Agency's project management software as otherwise agreed, or as otherwise noted in the specifications.
 - b. Document Types that shall be transmitted via the Contracting Agency's project management software include, but are not limited to:
 - i. Request for Information (RFI)
 - ii. Change Order (CO)
 - iii. Submittals
 - iv. Transmittals, including record of documents and materials delivered in hard copy
 - v. Meeting Minutes/Notes
 - vi. Application for Payments
 - vii. Review Comments
 - viii. Inspector's Daily Field Reports (IDR)
 - ix. Construction Photographs
 - x. Drawings
 - xi. Supplemental Sketches
 - xii. Schedules
 - xiii. Specifications

1-05.17(6) Record Keeping

1. The Contracting Agency and their representatives and the Contractor shall respond to electronic documents received from the Contracting Agency's project management software and consider them as if received in paper document form.
2. The Contracting Agency and their representatives and the Contractor reserve the right to reply or respond through the Contracting Agency's project management software to documents actually received in paper document form.
3. The following are examples of paper documents which will require an original signature:
 - a. Contract

- b. Change Orders
- c. Application & Certificates for Payment
- d. Force Account and Protested Force Account forms
- e. Correspondence by the Contractor constituting notification per Section 1-05.15 of the Special Provisions.

1-05.17(7) Minimum Equipment Requirements

In addition to other requirements specified in this Section, the Contractor shall be responsible for providing suitable tools and internet access to utilize the Contracting Agency's project management software. Contact the Contracting Agency for equipment requirements and support.

No separate payment will be made for the use of the Contracting Agency's project management software, as this will be considered incidental to the Contract. All costs incurred to carry out the requirements of utilizing and maintaining the Contracting Agency's project management software, including but not limited to, labor, training, equipment, and required tools are the sole responsibility of the Contractor.

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

Build America/Buy America

(November 4, 2024, WSDOT GSP, Option 2A)

General Requirements

In accordance with Buy America Preferences for Infrastructure Projects requirements contained in 2 CFR 184 and Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

1. All steel and iron used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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

Definitions

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
 - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
 - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);
 - d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
 - e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, though the completion of the draw;
 - f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
 - g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or

- h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

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

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

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

Steel and Iron Requirements

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

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

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

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the

resulting product does not conform to the BABA requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the BABA requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

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

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

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products:
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the

Contractor chooses, provided it contains the same information as WSDOT Form 350-109.

Manufactured Products

Due to a nationwide waiver, BABA requirements do not apply to manufactured products. Manufactured products that contain steel and iron, regardless of a nationwide waiver, will follow “Steel and Iron Requirements” of this Specification.

Construction Material Requirements

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\textit{Total cost of Foreign Construction Materials}}{\textit{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Steel and Iron, and all Manufactured Products. Total applicable material costs does not include the cost of cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Steel and iron materials shall follow the “Steel and Iron Requirements” of this Specification.

1-06.1 Approval of Materials Prior to Use

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011 APWA GSP)

Delete this section in its entirety.

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to

conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

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

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

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995 WSDOT GSP, Option 6)

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.8 High-Visibility Apparel

The third and fourth paragraphs of Section 1-07.8 are revised to read:

(November 4, 2024 WSDOT GSP)

High-visibility garments shall always be the outermost garments worn in a manner to ensure 360 degrees of uninterrupted background and retroreflective material encircling the torso. High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107-2015 publication entitled “American National Standard for High-Visibility Safety Apparel and Accessories,” or equivalent revisions

1-07.8(1) Traffic Control Personnel

Section 1-07.8(1) is revised to read:

(November 4, 2024 WSDOT GSP)

All personnel performing the Work described in Section 1-10 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and
2. During hours of darkness ($\frac{1}{2}$ hour before sunset to $\frac{1}{2}$ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility

1-07.9 Wages

1-07.9(1) General

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

(January 6, 2025 WSDOT GSP, Option 1))

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20250001.

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

1-07.9(5) Required Documents

1-07.9(5)A General

(July 8, 2024 APWA GSP)

This section is revised to read as follows:

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

1-07.11 Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(October 3, 2022 WSDOT GSP, Option 1)

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

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

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	

Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	3.6
WA Walla Walla.	
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.	
Portland, OR:	
SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	
Non-SMSA Counties	3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

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

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

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

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

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

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

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:
 - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
 - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
 - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any

covered Contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or

other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- 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 of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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

16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

Section 1-07.11 is supplemented with the following:

(September 3, 2024, APWA GSP Option B)

Disadvantaged Business Enterprise Participation

General

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be irregular in accordance with Section 1-02.13 resulting in rejection or other sanctions as provided by the Contract.

DBE Abbreviations and Definitions

Certified Business Description – The approved business description that supplements the North American Industry Classification System (NAICS) code listed in OMWBE's directory of certified firms.

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

Commercially Useful Function (CUF) –

A firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved as defined in 49 CFR 26.55(c)(1). To perform a commercially useful function, the firm must also be responsible, with respect to materials and supplies used on

the contract, for ordering, negotiating price, paying for, determining quality and quantity, and installing (where applicable) for the material itself.

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

Consultant, DBE – An individual, partnership, firm, or corporation who meet the definition of a DBE which has been retained under a contract to provide technical or professional services.

DBE Commitment – The dollar amount and scope of work the Bidder indicates on each line of their DBE Utilization Certification (DOT Form 272-056) for each DBE firm. These Commitments will be incorporated into the Contract and shall be considered Contract requirements.

DBE Condition of Award (COA) Goal – An assigned numerical amount specified as a percentage of the Contract. At Bid, this is the minimum amount that the Bidder must commit to by submission of the DBE Utilization Certification form and, if necessary, by GFE Documentation.

Disadvantaged Business Enterprise (DBE) – A business that is owned and operated independently from other businesses and is certified by the Washington State Office of Minority and Women’s Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

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

Good Faith Efforts (GFE)– Efforts to achieve the DBE COA Goal or other requirements of this Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Good Faith Efforts (GFE) Documentation - The documentation of the Good Faith Effort. GFE Documentation is only required in the event that the Contractor is unable to fulfill the program requirements and shall follow the guidance of 49 CFR Part 26 Appendix A.

Subcontractor, DBE – An individual, partnership, firm, corporation, or joint venture who meet the definition of a DBE and who is sublet part of the Contract.

Supplier, DBE – A Manufacturer, Regular Dealer, Distributor, or Transaction Facilitator who provides supplies or materials for the Contract. The role a Supplier performs is determined on a contract-by contract basis.

Manufacturer, DBE – A DBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A DBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

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

Distributor, DBE – An established DBE firm that engages in the regular sale or lease of the items specified by the contract. A DBE Distributor assumes responsibility for the items it purchases once they leave the point of origin, making it liable for any loss or damage not covered by the carrier's insurance. The Distributor must demonstrate ownership of the items in question and assure all risk for loss or damage during transportation, evidenced by the terms of the purchase order or bill of lading from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributors.

Transaction Facilitator, DBE – A DBE firm (packagers, brokers, manufacturer's representatives, etc.) who provides a bona fide service arranging, facilitating, or expediting transactions but does not qualify as a Manufacturer, a Regular Dealer, or a Distributor

DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: *** **10%** *** which applies to the final Contract amount.

If the Contractor cannot meet the DBE COA Goal, GFE Documentation is required.

Demonstrating compliance with the DBE COA Goal is a Condition of Award of this Contract.

Procedures Prior to Award

Approval of Regular Dealer and Distributors

DBE firms proposed to be used as either a Regular Dealer or a Distributor must be approved before being listed as a COA/used on a project. The Approved Regular Dealer list published on WSDOT's Office of Equity and Civil Rights (OECR) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer/Distributor must submit the DBE Regular Dealer/Distributor Affirmation Form (USDOT OMB Control 508v3)a minimum of five calendar days prior to bid opening. The DBE Regular Dealer/Distributor Affirmation Form is located at:
<https://www.transportation.gov/mission/civil-rights/dbe-regular-dealer-distributor-affirmation>

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

Disadvantaged Business Enterprise Utilization

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

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

1. Force account at 50% of the total amount to be subcontracted
2. Regular dealer at 60% of the cost of the materials or supplies
3. Distributor at 40% of the cost of the materials or supplies
4. Transaction Facilitator not more than 5% of the goods or services

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

Bid Proposals submitted that do not contain a DBE Utilization Certification Form that demonstrates how the Bidder intends to meet the DBE COA Goal will be considered irregular in accordance with Section make the Proposal considered to be irregular in accordance with Section 1-02.13 and will be rejected.

Disadvantaged Business Enterprise Written Confirmation Document(s)

The Bidder shall submit a Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE Utilization Certification. Failure to do so will result in the associated participation being disallowed, which will cause the Bid to be considered irregular in accordance with Section 1-02.13 and will be rejected.

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

A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the Proposal package for this purpose. The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the associated DBE participation may not be allowed.

DBE Bid Item Breakdown

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

Selection of Successful Bidder/Good Faith Efforts (GFE)

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

GFE to achieve the DBE COA Goal may be accomplished in one of two ways:

1. By meeting the DBE COA Goal
Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal and the DBE Bid Item Breakdown
2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal
The Bidder may demonstrate a GFE in whole or part through GFE Documentation only in the event a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE Documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) and the DBE Bid Item Breakdown form.

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

The Contracting Agency will review the GFE Documentation and will determine if the Bidder made an adequate good faith effort.

Procedures between Award and Execution

DBE Trucking Credit Form

The successful Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-03.3, Execution of Contract.

The DBE Trucking Credit Form is required for all DBE Firms performing as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the

DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the subcontractor beginning Work. Any use of the Contractor's equipment by a DBE will not be credited as countable participation.

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

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

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

1. The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
2. The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.
3. Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

4. Leased trucks shall display the name and identification number of the DBE.

Truck Unit Listing Log

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

Each DBE trucking firm shall complete a daily DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) for each day that the DBE performs trucking services for DBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses.

*** ORegionOEO@wsdot.wa.gov

and

pwroadscontracts@kitsap.gov ***

Joint Checking

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

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

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material, installing and paying for the material itself." The Contractor shall submit

DBE Joint Check Request Form to the Engineer and be in receipt of written approval prior to using a joint check.

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

Prompt Payment

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

Reporting

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

Refer to Section 1-08.1 for additional reporting requirements associated with this Contract.

Crediting DBE Participation

General

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

DBE participation is only credited upon payment to the DBE.

DBE Prime Contractor and Subcontractor Participation

Only take credit for the Work that the DBE contractor performs with its own forces and is certified to perform.

If the Prime Contractor, subcontractor, or lower tier subcontractor DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE Commitments only if the lower-tier subcontractor is also a DBE.

Work subcontracted to a lower-tier subcontractor that is a DBE may be counted toward the DBE Commitments only if the lower-tier subcontractor self performs a minimum of 30 percent of the Work subcontracted to them.

Work subcontracted by a DBE contractor to a non-DBE does not count towards the DBE COA Goal.

DBE Subcontract and Lower Tier Subcontract Documents

DBE Consultants

A DBE firm providing a bona fide service, such as professional, technical, or managerial services, specifically required for the performance of the contract will be credited as DBE participation

Force Account Work

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

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

Temporary Traffic Control Participation

If the DBE firm only provides "Flagging", the DBE firm must provide a traffic control supervisor (TCS) and flagger(s), which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment for its employees (e.g., paddles, hard hats, and vests).

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

Trucking Participation

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

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

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

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

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

DBE Supplier

The credit of a DBE Supplier is decided on a contract-by-contract basis based on what the role the proposed DBE Supplier will be performing. OECR will make determinations on whether a Supplier qualifies as a Regular Dealer, Distributor, or Transaction Facilitator based on their role for the Contract.

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

Regular Dealer - Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward the DBE Goal.

Distributor – Forty percent (40%) of the cost of materials or supplies purchased from a DBE Distributor may be credited toward the DBE Goal.

Transaction Facilitator - only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, may toward the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. The reasonable fee shall not exceed 5 percent of the total cost of the goods or services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward the DBE Goal.

Changes in COA Work Committed to DBE

The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless prior written approval by the Engineer has been received by the Contractor. The Contractor shall not be

entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA DBEs in the DBE Utilization Certification form.

Changes

In the event a change results in a reduction to Work committed to a COA DBE, the Contractor shall substitute other remaining Work to that COA DBE if possible, to avoid a change to the total dollar amount to be applied towards the goal committed to that COA DBE. If there is a reduction to the total dollar amount to be applied towards the goal for a COA DBE Commitment, regardless of the reason, it shall be viewed as DBE termination, and subject to the termination procedures below. A notification to the DBE shall occur as soon as possible but no later than two weeks after the Contractor is aware of the upcoming change.

Original Quantity Underruns

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

Contractor Proposed DBE Substitutions

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

DBE Termination

Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part for good cause and with prior written approval of the Contracting Agency. If the Contractor terminates a COA DBE without the prior written approval of the Contracting Agency, the Contractor shall not be entitled to payment for work or material committed to, but not performed/supplied by the COA DBE. In addition, sanctions may apply as described elsewhere in this specification.

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

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

As mentioned above, the Contractor must have good cause to terminate a COA DBE.

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

1. The DBE fails or refuses to execute a written contract.
2. The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
3. The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
4. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
6. The DBE is ineligible to receive DBE credit for the type of work involved.
7. The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
8. The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
9. The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

1. The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.

2. The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
3. The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Decertification

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

Good Faith Effort (GFE) Documentation

GFE Documentation is required and will be evaluated whenever the Contractor is unable to fulfill the program requirement. This evaluation may need to be repeated when:

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

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

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

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. GFE Documentation must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

A Bidder has the right to request reconsideration if the GFE Documentation submitted with their Bid was determined to be inadequate or without merit. If, during the life of the Contract, the Contractor submits an additional GFE Documentation and the Contracting Agency's GFE Documentation review determines a GFE Documentation is inadequate or has no merit, the Contractor has the right to request reconsideration of the Contracting Agency's determination.

1. The Bidder must request reconsideration within 48 hours of notification of GFE Documentation being inadequate or without merit, or the Bidder forfeits the right to reconsideration.
2. The reconsideration decision on the adequacy or merit of the Bidder's GFE Documentation shall be made by an official who did not take part in the original determination.
3. Only original GFE Documentation submitted as a supplement to the Bid will be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
4. The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE Documentation demonstrates a sufficient effort.
5. The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

Consequences of Non-Compliance

Breach of Contract

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

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

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

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

Sanctions

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

Payment

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

1-07.11(2) Contractual Requirements

Section 1-07.11(2) is supplemented with the following:

(January 24, 2024 WSDOT GSP, Option 1)

11. The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

- a. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or

cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(October 3, 2023 WSDOT GSP, Option 1)

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

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

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP, Option 1)

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

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

Astound
4519 SE Mile Hill Drive
Port Orchard, WA 98366
Contact: Shawn Murphy
Telephone: (360) 204-2530

Comcast
1225 Sylvan Way
Bremerton, WA 98310
Contact: Matthew Orosz
Telephone: (360) 340-4989

KPUD
PO Box 1989
Poulsbo, WA 98370
Contact: Jim LeCompte
Telephone: (360) 710-5771

Lumen
4600 Neel Ct
Gig Harbor, WA 98335
Contact: Christopher Jensen
Telephone: (360) 535-0095

Puget Sound Energy
6522 Kitsap Way
Bremerton, WA 98312
Contact: Errol Burgos
Telephone: (425) 324-5341

Section 1-07.17(3) is supplemented with the following new subsection:

(*****)

1-07.17(3) Protection and Support of Existing Utilities:

Description

The Contractor shall provide support and protection of all existing utility facilities crossing the work area during construction. All utilities shall remain fully operational throughout the life of this Contract. The Contractor shall be responsible for coordinating with the Engineer and the utility owners for the

relocation of the utilities, or the erection of temporary support for them. The Contractor shall be responsible for the erection of all temporary support and temporary relocation necessary to complete the work.

The Contractor shall “pothole” and expose the existing underground utilities crossing the route of the new improvements. Excavation immediately adjacent to the existing conduits shall be made by hand methods in compliance with Washington State requirements.

Payment

Payment will be made for the following bid item included on the proposal:

“Protection & Support of Existing Utilities”, per lump sum.

The lump sum Contract price for “Protection and Support of Existing Utilities” shall be full pay for all labor, tools, materials and equipment necessary to complete the work and for any costs incurred by the Contractor due to the loss of work efficiency as a result of the requirement to work adjacent to the relocated or temporarily supported utilities.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually

- provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.
 - E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
 - G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
 - H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
 - I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The

Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

Add the following new section:

1-08.0(1) Preconstruction Conference *(July 8, 2024 APWA GSP)*

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

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

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

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

Add the following new section:

(***)** **1-08.0(2) Hours of Work**

Except in the case of emergency or unless otherwise approved by the Engineer, **allowable working hours for the Contract shall be 8:00 a.m. to 6:00 p.m. Tuesday through Friday**, as provided for in the Contract Traffic Control Plans. If the Contractor desires different than the allowable working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 2 working days prior to the day(s) the Contractor is requesting to change the hours.

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

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

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(December 30, 2022 APWA GSP, Option A)

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

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

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

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

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

1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors

1-08.1(7)A Payment Reporting

The first paragraph of Section 1-08.1(7)A is revised to read:

(July 2, 2024, WSDOT GSP, Option 1)

The Contractor shall report the actual amounts paid to all firms that were used as subcontractors of any tier, materials suppliers, manufacturers, regular dealers, or service providers on the Contract, including all Disadvantaged, Minority, Small, Veteran, or Women's Business Enterprise firms. The following do not need reported: (1) retail sales or services that are paid for at the time of purchase; (2) payments to materials suppliers or manufacturers that are in normal course of business. The Contractor shall report this information by entering it into the Contracting Agency's Diversity Management and Compliance System at: <https://wsdot.diversitycompliance.com>. Payments shall be reported no later than the 20th of the month for all payments made to firms during the previous calendar month. For example, the Contractor shall enter all payments made to firms during the month of March into DMCS by April 20th. Payments shall be reported between execution of the Contract and the Contract Completion Date. When no Work occurred or no payments were made for a firm, the reported payment shall be zero.

1-08.1(7)C Subcontractor Retainage

The first sentence in the last paragraph of Section 1-08.1(7)C is revised to read:

(February 13, 2024, WSDOT GSP, Option 1)

If the Contractor fails to comply with the requirements of this Section and the first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in Section 1-08.1(10).

1-08.1(9) Required Subcontract Clauses

1-08.1(9)B Clauses Required in Subcontracts of All Tiers

The second paragraph of Section 1-08.1(9)B is supplemented with the following:

(January 24, 2024 WSDOT GSP, Option 1)

16. 1-07.11 **Requirements for Nondiscrimination** – Item 11 from Section 1-07.11(2).

(November 25, 2024 APWA GSP)

Section 1-08.1(9) is supplemented with the following: :

Submittal of Executed DBE Subcontracts

Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts shall be submitted by email to the following email address for the region administering the Contract:

ORegionOEO@wsdot.wa.gov

and

pwroadscontracts@kitsap.gov

1-08.3 Progress Schedule

1-08.3(2)B Type B Progress Schedule

(January 4, 2024 APWA GSP)

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(2), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit one copy of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

1-08.4 Prosecution of Work

Section 1-08.4 is deleted and replaced with the following:

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

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

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

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995 WSDOT GSP, Option 7)

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

(November 25, 2024 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The

statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

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

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** **\$ 2,500** *** for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment
(January 4, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-

027A, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(5) Measurement

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

1-09.9 Payments

(July 8, 2024, APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

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

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

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

1-09.9(1) Retainage

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

(June 27, 2011 WSDOT GSP)
Vacant

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor’s failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from

the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(3) Arbitration

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

Section 1-10.2 is supplemented with the following:

(November 2, 2022 WSDOT GSP, Option 1)

Work Zone Safety Contingency

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

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

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

1-10.2(1) General

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

(October 3, 2022 WSDOT GSP, Option 1)

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

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

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

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

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

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

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

1-10.4 Measurement

1-10.4(2) Items with Lump Sum for Incidentals

Section 1-10.4(2) is supplemented with the following:

(August 2, 2004 WSDOT GSP, Option 1)

The bid proposal does not contain the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(2) shall apply.

1-10.5 Payment

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

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

(November 2, 2022 WSDOT GSP, Option 7)

"Work Zone Safety Contingency", by force account.

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

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

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

Revise the names of the third and fourth pay items to read:

(November 25, 2024, APWA GSP, Option A)

"Flaggers, min. Bid \$50", per hour".

END DIVISION 1

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS
COUNTY ROAD PROJECT NO. 1636

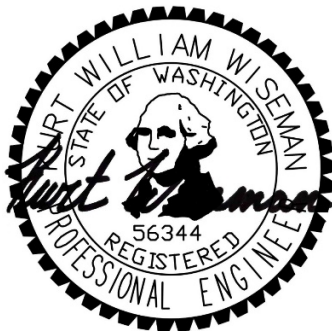
SR 104 Holding Lanes - ATMS

Federal Aid No. STPR-
Contract No. TA

The Professional Engineer's seal and signature affixed hereon indicates this Engineer's review and participation in the preparation of the following Divisions 2 through 9 of these Special Provisions.



Ryan James Gulick
Name
Perteet
Firm



Kurt William Wiseman
Name
Perteet
Firm

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

2-01.4 Measurement

Replace this section with the following:

Clearing and grubbing will be measured along the ground slope and computed in square feet of actual clearing and grubbing completed and accepted.

2-01.4 Payment

Replace this section with the following:

“Clearing and Grubbing”, per square foot.

The unit Contract price per square foot for “Clearing and Grubbing” shall be full payment to perform the Work as specified.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters

Section 2-02.3(3) is supplemented with the following:

All full-depth sawcuts shall be continuous, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer. The location of all pavement cuts shall be where shown in the Plans or as approved by the Engineer in the field before cutting commences.

The approximate thickness of the asphalt concrete pavement is

6” – 8”

All sawcutting performed in the Contract shall provide for and include removal and disposal of slurry created from water cooling/lubrication, in accordance with the Washington State Department of Ecology regulations. Waste material (slurry) shall not be allowed to enter drainage systems, ditches, or streams.

Add the following new subsection:

2-02.3(4) Relocate Existing Utility Feature

At the location indicated in the Plans (on sheet ITS1), the Contractor shall relocate the existing junction box and associated conduit to the proposed location. The Contractor shall perform demolition, excavation, and restoration activities accordingly to facilitate the relocation.

2-02.4 Vacant

Section 2-02.4, including title, is deleted and replaced with the following:

2-02.4 Measurement

Sawcutting asphalt concrete pavement will be measured by the linear foot along the surface being cut, regardless of the depth of the material, or the material of the surface being cut.

No specific unit of measurement shall apply to the lump sum item for Relocate Existing Utility Fixture.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

“Saw Cut Asphalt Concrete Pavement ”, per linear foot.

The unit Contract price per linear foot for “Saw Cut Asphalt Concrete Pavement” shall be full pay for all costs necessary to complete the Work as specified regardless of the depth encountered or the material to be cut, including collection, removal, and disposal of slurry.

“Relocate Existing Utility Fixture”, lump sum.

The lump sum price shall be full pay for all costs for relocating the illumination handhole to the location indicated in the plans, including any demolition, excavation, and restoration work.

END DIVISION 2

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DIVISION 4 BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.3 Construction Requirements

4-04.3(7) Miscellaneous Requirements

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

The Contractor must provide the Engineer with written notice at least 24 hours before hauling and placing surfacing materials from off-site locations. This notice is essential in scheduling inspection personnel and item quantity ticket takers. Failure by the Contractor to begin hauling and placing materials at the agreed time may result in a penalty equal to the standby cost incurred by the County. The penalty will be calculated and deducted from the item being hauled.

END DIVISION 4

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DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design - Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for *** 3 *** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

HMA Tolerances, Specification Limits and Adjustments

The second paragraph of item number 1 of Section 9-03.8(7) is revised to read:

(September 8, 2020 WSDOT GSP)

These tolerance and specification limits constitute the allowable limits as described 3 in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the 4 control points, except the No. 8 tolerance is $\pm 4\%$ from the JMF, the No. 200 5 tolerance is $\pm 2.0\%$ from the JMF with a minimum of 2% and a maximum of 8.0% 6 passing the No. 200 sieve, other tolerance limits for sieves designated as 100 7 percent passing will be 99-100.

Reclaimed Asphalt Shingles

Section 9-03.21(1)A, including title, is revised to read:

(April 27, 2022 WSDOT GSP) Recycled Asphalt Shingles

Recycled asphalt shingles shall be manufactured waste shingles and shall be non asbestos containing material (ACM) as defined in 40 CFR 61 Subpart M and tested in accordance with 40 CFR part 763, subpart E, appendix E, Section 1, Polarized Light Microscopy (PLM) Test Method EPA/600/R-93/116 by a certified testing laboratory. The PLM Test Method to determine ACM content will be the standard PLM Test Method to determine ACM less than 1.0%. Additionally, the PLM 1000 Point Count Test Method to determine asbestos less than 0.1% is required. At a minimum, the laboratory testing for asbestos content will be certified by one or more the following: National Voluntary Laboratory Accreditation Program (NVLAP), American Industrial Hygiene Association IH Laboratory Accreditation, or Washington State Department of Ecology for analysis of asbestos in bulk material. The Contractor shall keep all ACM and asbestos test results on file and provide copies to the Engineer when submitting a HMA mix design for approval in accordance with Section 5-04. The Contractor shall provide the testing and certification for toxicity characteristics in accordance with Section 9-03.21(1) prior to delivery and placement of the recycled asphalt shingles and use of the RAS in HMA. The Contractor shall also provide a Safety Data Sheet (SDS) of the RAS specifically detailing all ingredients of the manufactured waste shingles. The ingredients list needs to include the amount of asbestos as well as all types of fibrous materials.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

- a. A mechanical sampling device attached to the HMA plant.
- b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each

Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the Contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.

3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic

rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that

will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed

the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class 3/4" and HMA Class 1/2"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class 3/8"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is

prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

- 1. Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** –2 percent for the aggregate passing the 1 1/2", 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3(9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when

using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core", the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be

calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will

then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of

single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
 - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
 - c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
 - d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
 - e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
 3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be

stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and

coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.
 - d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

- a. When to start applying tack and coordinating with paving.
- b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ____ PG ____ will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will not be measured. All costs for providing and removal of temporary pavement marking shall be included the unit contract price per ton for HMA Class ½ inch PG 64-22 shown in the proposal.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ____ PG ____”, per ton.

The unit Contract price per ton for “HMA Cl. ____ PG ____” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

(January 13, 2021 WSDOT GSP, Option 2)

Asphalt Cost Price Adjustment

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

“HMA Cl. ____ PG ____”

“HMA for Approach Cl. ____ PG ____”

“HMA for Preleveling Cl. ____ PG ____”

“HMA for Pavement Repair Cl. ____ PG ____”

“Commercial HMA”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: <https://wsdot.wa.gov/business-wsdot/how-do-business-us/public-works-contracts/payments-reporting/asphalt-binder-reference-cost>. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled "Eastern", or "Western", accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then

Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then

Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: **Current Reference Cost** is selected from the website table based on the "Date Effective" that immediately precedes the current month's progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the "Date Effective" that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month's progress payment.

"Asphalt Cost Price Adjustment", by calculation.

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

END OF DIVISION 5

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DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Section 8-01.1 is supplemented with the following:

This work shall include the preparation and implementation of a Temporary Erosion and Sedimentation Control (TESC) Plan by the Contractor for this contract.

8-01.3 Construction Requirements

8-01.3(1)A Submittals

8-01.3(1)A1 Temporary Erosion and Control Plan

Section 8-01.3(1)A1 is revised to read:

The Contractor shall prepare a temporary erosion and sedimentation control (TESC) Plan for the contract and shall submit this TESC Plan to the Engineer 5 days prior to the preconstruction conference.

A TESC Plan consists of a narrative section and plan sheets that meets Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. When the Contracting Agency has developed a TESC Plan for a Contract the narrative is included in the appendix to the Special Provisions and the TESC plan sheets are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by the Contractor and submitted for approval by the Engineer. The plan shall consist of the Contractor's complete strategy to meet the requirements of the CSWGP. The SWPPP shall include and modify as necessary the TESC Plan drawings if provided as part of the Contract Plans. The Contractor shall prepare, review and modify the SWPPP as necessary to be consistent with the actual work schedule, sequencing, and construction methods that will be used on the project.

The SWPPP shall document all the erosion and sediment control Best Management Practices (BMPs) proposed, whether permanent or temporary. The plan shall document installation procedures, materials, scheduling, and maintenance procedures for each erosion and sediment control BMP. The

Contractor shall submit the SWPPP for the Engineer's approval before any work begins. The Contractor shall allow at least five working days for the Engineer's review of the initial SWPPP or any revisions to the modified SWPPP. Failure to approve all or part of any such plan shall not make the Contracting Agency liable to the Contractor for any work delays. The Contractor may not begin work without an approved Contractor's SWPPP.

Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adapted as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

8-01.4 Measurement

Section 8-01.4 is supplemented with the following:

No specific unit of measurement shall apply to the lump sum bid item for top Pollution Control.

8-01.5 Payment

Section 8-01.5 is supplemented with the following:

"Erosion / Water Pollution Control", per lump sum.

The lump sum Contract price for Erosion/Water Pollution Control shall be full pay for all labor, tools, equipment, and materials for the installation, maintenance, and removal of erosion and water pollution control measures including the preparation and implementation of the TESC Plan.

8-02 ROADSIDE RESTORATION

8-02.3 Construction Requirements

8-02.3(9) Seeding, Fertilizing, and Mulching

8-02.3(9)B Seeding and Fertilizing

Section 8-2.3(9)B is supplemented with the following:

Seed: Grass seed, of the following composition, proportion, and quality shall be applied on all areas requiring roadside seeding within the project (the total quantity of seed applied to the project shall be approximately 3.3 lb):

Kind and Variety of Seed in Mixture	% By Weight	Minimum % Pure Seed	Minimum % Germination
Chewing Fescue	40	39.2	90
Colonial Bentgrass (Var.Astoria)	10	9.8	85
Perennial Rye	40	39.2	90
White Dutch Clover	10	9.8	90
Weed Seed		0.5 % maximum	
Inert and Other Crop		1.5 % maximum	
TOTAL		100.00 %	

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

Topsoil will be measured by the cubic yard in the haul conveyance at the point of delivery.

Seeding by Hand will be measured by the square yard of seed applied at the locations specified in the Plans.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

“Topsoil Type A”, per cubic yard.

The unit Contract price per cubic yard for “Topsoil Type A” shall be full payment for all costs for the specified Work.

“Seeding by Hand”, per square yard.

The unit Contract price per square yard for “Seeding by Hand” shall be full payment for all costs for the specified Work.

8-17 IMPACT ATTENUATOR SYSTEMS

8-17.3 Construction Requirements

Section 8-17.3 is supplemented with the following:

(August 12, 2024)

Permanent impact attenuators must be one of the following:

- QuadGuard Elite M10 (8-bay) – 24” width;
- Smart Cushions Innovations SCI100GM;
- Smart Cushions Innovations SCI170GM;
- or an approved equal.

Impact attenuators submitted for approval shall meet the following criteria:

Designed for permanent use.

MASH compliant.

Determined by the Engineer to be sufficiently low-maintenance.

Can shield a minimum 2.0 feet of object width.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

8-20.1 Description

Section 8-20.1 is supplemented with the following:

The Traffic signal work is located as following:

- Modifications of existing traffic signal and associated signal equipment at the following intersections:
 - SR104 and Lindvog Road NE

The Traffic signal work involves the procurement, and installation, of the following equipment:

- Traffic signal heads
- Traffic signal head mountings

- Radar vehicle detection system
- Signal wiring

The intelligent transportation work is located as following:

- Modification of communications devices at the following signals
 - SR104 and Lindvog Road NE
 - SR104 and Bannister St NE
 - NE 1st St and Washington Blvd NE
- Installation of fiber communications between the following intersections:
 - SR104/Lindvog Road NE to NE First St/Washington Blvd NE
- Installation of Vehicle Detection
 - SR104 between Ohio Ave NE and Washington Blvd NE

The intelligent transportation systems work involves the procurement, installation, and removal of the following equipment:

- Inductance Loops and wiring
- Loop detectors
- Fiber optic cable, splice enclosures and fiber patch panels
- Conduit, junction boxes, vaults
- Boarding Pass Kiosk

This Section is supplemented with the following new subsection:

8-20.1(4) Warranties

Section 8-20.1(4) is added as follows:

The Contractor shall provide a warranty for all material to be furnished under this Bid for the greater of two (2) years or the warranty time period as provided by equipment manufacturers, from the date of actual system turn-on (unless otherwise specified here-in). The warranty shall apply to all material including those items not manufactured by the Contractor and shall provide that all material at the time of delivery shall be free from defects in material and workmanship and shall be fit for the uses set forth in these Specifications.

The warranty shall assign responsibility to the Contractor for all costs of replacement or repair of defective materials except those materials supplied by the Contracting Agency. Replacement or repair shall be made within five (5) working days following notification of a discrepancy.

8-20.2 Materials

Section 8-20.2 is supplemented with the following:

(OR ITS March 25, 2024 WSDOT GSP)
Network Communication Equipment

Network communication equipment consists of Ethernet communications devices for communication over copper wire or fiber optic cables. This equipment shall be manufactured by Siemens (formerly RuggedCom, Inc.) and installed in each cabinet and Communication Hub as shown in the Plans. Equipment shall include power cords when required.

The quantity of each type of equipment shall be as specified in the Plans.

Equipment Model Numbers:

RS900 8-port Ethernet Switch	RS900G-HI-D-2LC10-XX
RX1500 24-port Ethernet Switch	RX1500-L2-RM-HI-HI-L2SE- FG50-FG50-50 FG50-6TX01-XX
RX5000 Module	RX5000-F-RM-HI-HIF-SM69- CM01-1 L3SECL3HW-4CG01-4CG01- 4CG01-2 4CG01-8FX06-8FX06-XX
Cabinet Device Server	RMC30-HI-XX
Power Supply	120VAC Input / 54VDC Output
Power Cord	99-43-0008-001

Manufacturer Information:

Siemens Canada Limited
300 Applewood Crescent
Concord, Ontario, Canada L4K 5C7
Tel: (905) 856-5288 Fax: (905) 856-1995
Toll Free: (888) 264-0006

8-20.2(1) Equipment List and Drawings

Section 8-20.2(1) is supplemented with the following:

(OR ITS March 25, 2024 WSDOT GSP)

ITS Equipment

The Contractor shall contact the manufacturer of the listed ITS equipment and verify that the specified model is still current and available. The Contractor shall provide that information to the Engineer 15 working days prior to ordering the ITS equipment. The Engineer will verify that the model numbers for the equipment are still compatible with the Olympic Region ITS infrastructure.

If the model number for the specified equipment has been discontinued, the Contractor shall furnish the manufacturer's latest model that is equivalent to the discontinued model at no additional cost to Contracting Agency.

8-20.3 Construction Requirements

Section 8-20.3 is supplemented with the following:

(OR ITS March 25, 2024 WSDOT GSP)

Fiber Optic Cable

Approval of Contractor or Subcontractor

The Contractor or Subcontractor performing the Fiber Optic work including: pulling, splicing, connecting, and testing of the fiber optic cables and/or other fiber optic equipment shall submit a Type 2 Working Drawing consisting of the following information and qualifications:

A list of all fiber optic based communications systems and related projects, which have been completed in the past three years. Include the following information for each project:

- A. Title and description of work including:
 - (1) Types of communications systems or related projects supplied, installed, and tested.
 - (2) Length of fiber optic cable installed above ground and in underground conduit support structures.
 - (3) Experience in performing fiber optic splices and field installation of patch panels and connectors for single-mode and multi-mode fibers.
- B. Bidders responsibility on the project (such as prime contractor or subcontractor).
- C. Percent of work performed by the bidder.
- D. Original and final contract value of the work.
- E. Project start, original completion, and actual completion dates of the communications systems related work.

- F. Name, address, telephone, and fax number of project owner and owner's representative.

2. In addition, the Contractor or Subcontractor performing the Work shall have staff and personnel that meet these minimum requirements:

- A. Project Manager/Superintendent with at least five years of experience coordinating and supervising the installation, splicing, and testing of fiber optic cables.
- B. Field Supervisor with at least five years of experience in the installation and testing of fiber optics.
- C. All personal that work with the fiber optics shall have a current Fiber Optics Certification in outside plant from one of the following organizations: Electronics Technicians Association (ETA), Fiber Optic Association (FOA), International Municipal Signal Association (IMSA), or Utilities Telecom Council (UTC).
- D. All personal performing splicing of the fiber optics cable shall be certified by the fiber optic cable manufacturer.

The Contracting Agency reserves the right to reject any Contractor or Subcontractor that does not meet these minimum experience and staffing requirements.

The Contractor or Subcontractor performing the above listed work shall be prequalified in Work Class 42 - Electronics - Fiber Optic Based Communications Systems.

The Project Engineer may suspend the work on part or all fiber optic related work if unqualified or unapproved personnel, materials, or methods are being used. If work is suspended, the Contractor shall bear any cost resulting from the suspension of work and no adjustment in contract time resulting from the suspension of work shall be allowed.

Fiber Optic Cable Submittals

The Contractor shall submit a Type 2 Working Drawing consisting of the submittal items described below.

The Project Engineer's acceptance of any submitted material documentation will in no way relieve the Contractor from compliance with the other testing required.

The Contractor shall make a physical survey of the project site for the purpose of establishing the exact cable routing and cutting lengths prior to the commencement of any fiber optic work or committing any fiber optic materials. The Contractor shall submit a cable routing plan that shows the locations of all splices. All splice locations other than those shown in the Plans are subject to acceptance by the Project Engineer.

Submittals required by this item shall include, but not be limited to, the following:

A detailed fiber optic cable installation procedure including the following:

- a. Fiber optic cable cutting lengths reflecting the cable order and reel allocations.
- b. Cable pulling/blowing plan which shall state the exact operational procedures to be utilized and which identifies the physical locations for equipment placement, proposed equipment setup at each location, pulling tension on all cables for each pull, staffing, and the pulling/blowing methodology for each type of cable.
- c. Exact splice points as provided for herein.
- d. Workforce proposed for all equipment, safety, and manual assist operations.

Manufacturer's complete specifications for all fiber optic system cables.
Manufacturer's complete specifications for optical fiber splice enclosures.
Factory test data sheets for each reel of cable delivered.

Cable Installation

Prior to cable installation the Contractor shall verify that the conduit is clean and dry by blowing compressed air through the conduit.

The Contractor shall comply with the cable manufacturer's specifications and recommended procedures including, but not limited to the following:

Installation.
Proper attachment to the cable strength elements for pulling during installation.
Bi-directional pulling.
Cable tensile limitations and the tension monitoring procedure.
Cable bending radius limitations.

The Contractor shall protect the loops from tangling or kinking. At no time during the length of the project shall the cable's minimum bending radius specification be violated.

To accommodate long, continuous installation lengths, bi-directional pulling of the fiber optic cable shall be permitted.

The pulling eye/sheath termination hardware on the fiber optic cables shall not be pulled over any sheave blocks.

When power equipment is used to install fiber optic cabling, the pulling speed shall not exceed 100 feet per minute. The pulling tension limitation for fiber optic cables shall not be exceeded under any circumstances. A tension breaking pin/swivel device, less than the manufactures tension limitation requirements, shall be used to guarantee tension limitation is not exceeded.

Large diameter wheels, pulling sheaves, and cable guides shall be used to maintain the appropriate bending radius. Tension monitoring shall be accomplished using commercial dynamometers or load-cell instruments.

Air Assisted Cable Push System (Cable Blowing) can be used for fiber cable installation. Submit equipment specification, description and summary of installation procedure to the Project Engineer for approval. Locate wire shall be installed with the fiber during blowing operations.

The Contractor shall provide all required brackets and other racking hardware required for the fiber optic cable racking operations in accordance with Standard Plans J-90.10 and J-90.20.

Cable Splicing

This section describes minimum requirements for splicing and connecting of the specified fiber optic cables.

The Contractor shall provide all required brackets and other racking hardware required for the fiber optic cable racking operations as specified.

All fusion splicing equipment shall be in good working order, properly calibrated, and meet all industry standards and safety regulations. Cable preparation, splice enclosure installation and splicing shall be accomplished in accordance with accepted and approved industry standards.

Upon completion of the splicing operation, all waste material shall be deposited in suitable containers for fiber optic disposal, removed from the job site, and disposed of in an environmentally acceptable manner.

The Contractor shall use the fusion method for fiber optic splicing. Acceptable fusion splicing techniques are:

- Local Injections and Detection
- Profile Alignment System

The average splice loss of each fiber shall be 0.15 dB or less per splice. The average splice loss is defined as the summation of the attenuation as measured in both directions through the fusion splice, divided in half.

No individual splice loss measured in a single direction shall exceed 0.2 dB.

The Contractor shall seal all cables where the cable jacket is removed. The cable shall be sealed per the cable manufacturer's recommendation with an approved blocking material.

All below ground splices shall be contained in a splice enclosure. Upon sealing the splice closure, the Contractor shall pressurize the enclosure with Nitrogen to 10 psi. The contractor shall show that the closure maintains 10 psi of pressure for a 24-hour period.

All splice enclosures shall be hung on the wall of the pull box or cable vault. The splice enclosures shall be mounted to the same wall as the coiled fiber and ensure that the minimum bending radius are maintained.

All splices shall be contained in splice trays utilizing strain relief, such as heat shrink-wraps, as recommended by the splice tray manufacturer.

Cable Labeling

Permanent cable labels shall be used to identify fiber optic cables at each termination

point and in every pull box and cable vault. The cable labels shall consist of a self-laminating plastic black and yellow tag with the words "CAUTION FIBER OPTIC CABLE" and with a space for a custom description of the cable being labeled. The custom portion of the tag shall contain identification based on the schematic shown on the ITS detail sheets. Label tags shall be properly secured with approved cable ties.

As-Built Records

The Contractor shall provide the Project Engineer with a cable route diagram for all installed fiber optic and twisted pair cables. The diagram shall show the actual cable routes and "meter marks" where each cable enters and exits pull boxes, cable vaults, junction boxes, splices and termination points. The Contractor shall record these points during cable installation. The diagram shall also include all ITS device locations as well as the location and quantity of slack cable. The cable route diagram shall be submitted to the Project Engineer as part of the Fiber Cable Testing documentation.

Fiber Optic Cable Testing

The installed optical fiber cable shall be tested for compliance with the transmission requirements of this specification, the cable and hardware manufacturer's specifications, and prescribed industry standards and practices.

Prior to commencing acceptance testing, the Contractor shall complete the installation of the fiber optic system. This includes sealing the splice closures, completing the splicing and racking the cables in the pull boxes and cable vaults.

All testing values shall be in U.S. customary units.

Types of Testing

The two required acceptance tests for optical fiber cable system certification are:

Power Meter testing

Optical Time Domain Reflectometer (OTDR) testing

Power Meter Testing

Power meter testing shall be used to measure the end-to-end attenuation of each new fiber installed between a field device and a communications hub as well as between communications hubs. Power meter testing shall be performed at the 1310 and 1550 nanometer wavelength in both directions.

Prior to commencing testing, the Contractor shall submit the manufacturer and model number of the test equipment along with certification that the power meter has been calibrated within 6 months of the proposed test dates.

The following information shall be documented for each fiber test measurement:

Fiber/Strand #

Fiber type (Single-mode or Multi-mode)

Cable, tube, and fiber IDs

Near end and far end test locations. Use device names shown in Contract Plans.

End-to-end attenuation; in each direction and the bidirectional average.

Length of span being tested

Date, time, and operator

Wavelength

PASS/FAIL must be clearly visible on test reports as generated and calculated by test equipment according to TIA loss limits.

Optical Time Domain Reflectometer (OTDR) Testing

An optical time domain reflectometer (OTDR) with recording capability shall be utilized to test the end-to-end transmission quality of each optical fiber. Quality tests shall consider attenuation, reflectance, and discontinuities. The OTDR shall be equipped with 1310 nanometer and 1550 nanometer light sources for single-mode optical fibers. The OTDR shall be capable of providing electronic and hard copy records of each test measurement.

The Contractor shall utilize a dead-zone box (a.k.a. launch reel) containing 1 km of optical fiber, when performing OTDR tests. The dead-zone box shall be located between the OTDR and the fiber optic connector of each strand tested.

Prior to commencing testing, the Contractor shall submit a Type 1 Working Drawing consisting of the manufacturer and model number of the OTDR test unit along with certification that it has been calibrated within 6 months of the proposed test dates.

Each new fiber shall be tested in both directions at the 1310 and 1550 nanometer wavelengths. Existing fibers that are spliced to or re-spliced as part of this contract shall also be tested in both directions and at both wavelengths.

The Contractor shall submit a Type 1 Working Drawing consisting of the following information shall be documented for each fiber test measurement:

1. Fiber/Strand #
2. Fiber type (Single-mode or Multi-mode)
3. Cable and fiber IDs
4. X-Y plot scaled for fiber length
 - The X-axis (Distance) shall be scaled such that the beginning of the trace starts with the OTDR/dead-zone interface. The end of the trace shall extend no more than 1 km beyond the end of the test span.
 - The Y-axis (dB) shall be set to maximize the trace. The bottom of the Y scale shall begin above the noise floor and the top of the scale shall be no more than 5 dB higher than the largest event. No events or reflections shall be cut off.
5. Near end and far end test locations
 - Use device names in Contract plans
6. Date, time, and operator
7. Wavelength
8. OTDR Settings
 - Index of Refraction
 - Averaging time (Minimum of 30 seconds)
 - Pulse Width (to provide a smooth trace, excluding events)

9. Table of Events that includes: Event ID, Type, Location, Loss, and Reflection.

- Events are defined as:

Any reflectance event in excess of -60 dB

Any loss occurrence in excess of 0.05 dB

Any splice location regardless of loss

Beginning and end of span

- The beginning of the span shall be denoted by the “A-Marker”. This marker shall be placed just to the left of the spike of the dead-zone box / fiber interface.
- The end of the span shall be denoted by the “B-marker”. This marker shall be placed just to the left of the end-of span reflection spike.

10. PASS/FAIL must be clearly visible on test reports as generated and calculated by test equipment according to TIA loss limits. Fiber Optic Performance Requirements.

Fiber Optic Performance Requirements

Splice Loss:

- Shall not exceed 0.20 dB in one direction
- Bidirectional Average shall not exceed 0.15 dB

Reflectance:

- Shall not exceed -55 dB

Fiber Cable Testing Documentation

The Contractor shall submit a Type 2 Working Drawing consisting of one electronic copy of the fiber test results. Only one OTDR test result shall be on each file. The Contractor shall take corrective actions on portions of the fiber installation determined to be out of compliance with these specifications.

Upon acceptance of the cable installation and test results, the Contractor shall submit three electronic copies of the fiber test results to the Project Engineer.

The following information shall be included in each test result submittal:

Contract number, contract name, contractor name and address

Dates of cable manufacture, installation, and testing

Cable specifications:

- Manufacturer data sheet
- Helix Factor
- Date of manufacture

Fiber (Glass) specifications:

- Manufacturer and Part #
- Index of Refraction
- Optical performance (loss/km)
- Mode Field Diameter

As-Built Records (In accordance with the Special Provisions)

OTDR test results – No more than one test per page

Power Meter test results

Within 30 days of submitting the test results, the Contractor, in the presence of the Project Engineer, shall re-test a minimum of 5% of the previously tested locations to validate the test results. The Project Engineer shall direct where the 5% validation testing will take place. Testing Documentation shall be submitted for the 5% validation test.

(OR ITS March 25, 2024 WSDOT GSP)

Wavetronix Smart Sensor

The Wavetronix sensor shall be mounted in side-fired configuration. It shall be mounted on a pole (as shown in the plans) at the specified locations using the appropriate Wavetronix mounting brackets (P/N WX-SS-611). The brackets shall be attached to poles with approved 3/4 inch wide by 1/16 inch thick stainless steel bands.

The Contractor shall install the detector units on a pole at the height of 17 - 30 feet above the road surface so that the masking of vehicles is minimized and that all detection zones are contained within the specified elevation angle as suggested by the manufacturer.

The Contractor shall have a Wavetronix technician perform the final setup and calibration of the Wavetronix sensor units.

The Wavetronix sensor detection zones shall be set up using manufacturer provided software.

Communication will be via a serial port on the data transceiver in the Wavetronix cabinet.

The Contractor shall connect the communications cable to the transceiver and shall verify the communication is in place and functional.

Wavetronix Cable

The Wavetronix cable and connector shall be prepared per manufacturer recommendation. This includes, but not limited to, the purchase and use of a specific manufacturer required crimping tool. In the controller cabinet, the cable shall be terminated on a Click 200 captive-screw terminal block.

Testing and Reports

The Contractor shall compile and deliver a report to the Project Engineer for each Wavetronix sensor installation. The report shall include: mounting height, setback distance, mounting angle, setup file and test report.

The Test Report will be used to test the units to prove Wavetronix sensor performance is within 5% volume accuracy per lane.

The Test Report shall include the Wavetronix sensor vehicle count against a manual count for two separate two-minute periods for each detection zone.

If these test results do not meet the Contracting Agency requirements, the Contractor shall recalibrate the units and make the necessary corrections in the field until Wavetronix sensor meet the requirements as specified. Additional performance tests shall be performed as necessary to verify Wavetronix sensor performance is within the requirements as specified. Retesting, if needed, shall be addressed within the test report.

If lane configuration changes, the Contractor shall re-calibrate and re-test each sensor(s) affected. The sensor(s) shall be re-calibrated within six hours of the lane configuration change.

(OR ITS March 25, 2024 WSDOT GSP) ***Network Communication Equipment***

Contractor shall deliver all the network communication equipment to WSDOT Olympic Region Signal Shop in the original sealed packaging.

WSDOT Olympic Region Signal Shop
7311 31st Ave. N.E.
Lacey WA. 98516
Perry Herland, 360-357-2669

WSDOT will program and install the communication equipment after final acceptance of the cabinet installation.

8-20.3(1) General

The fourth paragraph of Section 8-20.3(1) is revised to read as follows:

(OR ITS March 25, 2024 WSDOT GSP)

Existing electrical systems, traffic signal, illumination, or ITS, or approved temporary replacements, shall be kept in effective operation during the progress

of the Work, except when shutdown is permitted to allow for alterations or final removal of the system. This includes adjusting and programming Wavetronix or other traffic detection devices after a staged lane shift.

(OR ITS March 25, 2024 WSDOT GSP)

Existing System Disruption and Restoration

The Contractor shall use every precaution to ensure that no contract work causes disruptions to the existing systems, except those disruptions that are planned and approved in advance, as defined herein.

Existing systems include, but are not limited to, the following:

- A. All ITS field devices (including, but not limited to, ramp meter, CCTV camera/cabinet, VMS, data station, HAR, signal, and maintenance radio).
- B. Fiber optic and twisted pair (copper wire) data and video communication systems.

Planned Disruptions

Contract work may require disruptions to existing systems, circuits, and equipment. The Contractor shall schedule the work and predetermine the affected system(s), extent, start time, and duration of planned disruptions. Planned disruptions shall be scheduled between the hours of 10:00 AM to 2:00 PM and 8:00 PM to 4:00 AM. If traffic control is required for this work, the Contractor shall also adhere to the allowable closure hours listed in the Special Provision Construction Under Traffic. Failure of the Contractor to restore disrupted systems and equipment prior to 2:00 PM and 4:00 A.M will constitute an unplanned disruption, and the "Restoration Procedure" below will apply.

Requirements

Twenty-one calendar days prior to planned disruptions of any existing system, circuit, or equipment, the Contractor shall submit a Type 2 Working Drawing consisting of a disruption request describing planned disruptions to any existing system, circuit, or equipment. Each Disruption Request shall include the system(s) to be affected, the disruption start date and time, and the estimated duration required. The Contractor shall submit a separate, numbered Disruption Request for each planned disruption. Disruption Request approval or rejection will be returned to the Contractor in writing by the Project Engineer at least seven calendar days prior to the proposed start of the disruption. The Project Engineer may reject a requested time or duration and verbally recommend an alternate time or duration agreeable to both the Contractor and the Contracting Agency.

Restoration Procedure

Any unplanned disruptions determined by the Project Engineer to be caused by the actions of the Contractor or the Contractor's representative(s) shall be corrected by the Contractor at no additional cost to the Contracting Agency.

Upon the occurrence of an unplanned disruption and subsequent notification by the Project Engineer, the Contractor shall immediately stop all other ITS work in progress, and shall expend all efforts to restore the disrupted system(s) or correct the problem causing the disruption. The Contractor will not be granted an extension of time for delays caused by the repair of disrupted systems. Unplanned disruptions shall result in the assessment of liquidated damages in accordance with the Special Provision **Liquidated Damages**.

(OR ITS March 25, 2024 WSDOT GSP)

Equipment Supplied to TMC

The Contractor shall supply the Contracting Agency with the following additional materials:

TBD

The Contractor shall arrange delivery to the WSDOT Olympic Region Signal Shop at 7407 31st Ave. NE, Lacey, WA, 98503.

(OR ITS March 25, 2024 WSDOT GSP)

Olympic Region (OR) ITS Work Coordination

The Contractor shall notify the Project Engineer a minimum of 72 hours prior to needing access to existing ITS control cabinets and all ITS testing. The OR ITS supervisor or his appointee will be present to verify existing fiber optic cable(s) before cutting, disconnecting, performing any splices, and during all ITS devices and fiber optic testing.

(OR ITS March 25, 2024 WSDOT GSP)

Traffic Management Center Work Coordination

The Contractor shall notify the Project Engineer a minimum of 72 hours prior to any interruption of any equipment communications to the Traffic Management Center (TMC). This includes cutting any existing fiber optic cable, before performing any splices, or before disconnecting any existing equipment.

(OR ITS March 25, 2024 WSDOT GSP)

Labeling ITS Equipment

The Contractor shall mark each ITS device cabinet and transformer cabinet by affixing black vinyl lettering which matches the alphanumeric device number as shown in the Plans to the outside of the cabinet. The lettering height shall be a minimum of 4 inches. The lettering shall be on the side of the cabinet most visible from the roadway.

The Contractor shall install an engraved nameplate identifying the power source for each cabinet. The nameplate shall consist of white letters on a red background and be permanently affixed to the inside of the cabinet door. The nameplate text shall read "Cabinet Power Source" in ½ inch nominal letters followed by "SCA####" or "005-XF-#####", as appropriate, in 1 inch nominal letters.

All junction boxes used as part of the ITS System shall be labeled in accordance with Section 9-29.2(4).

Wiring and Cable for ITS System

All wiring, cable, and cords associated with this equipment shall be neatly dressed and secured to the rack frames or cable trays by nylon ties.

All work areas shall be clean and orderly at the completion of work and at times required by the Project Engineer during the progress of work.

Warranties for ITS Equipment

All manufacturer warranties for equipment installed by the Contractor shall be valid upon completion of the contract.

Documentation for ITS System

Documentation for each system element shall consist of the manufacturer's name and model number, serial number when available, materials and operating specifications, wiring schematic and parts list, owner's manuals, factory service manuals, and procedures for factory testing and system acceptance testing specified elsewhere herein. The Contractor shall submit 3 copies of the documentation specified above prior to the installation of the cable or components described in the submittal. In addition, the Contractor shall submit 3 copies of an overall system wiring schematic and termination chart for the installed ITS elements. The Contractor shall submit 2 copies of operation and maintenance manuals for each of the following (when included in the Contract) upon completion of the Contract:

- CCTV Camera System
- Highway Advisory Radio Equipment
- Network Communication Equipment (Copper or Fiber-Optic)
- RWIS System
- Roadway Surface Temperature Sensor
- Variable Message Sign System
- Wavetronix Equipment

All documentation for each individual element shall be neatly bound together with the remainder of the documents in a way such that it is totally legible without removing the information from the binding. This documentation shall be in

addition to any other data, shop drawings, etc. required to be submitted as specified in these Special Provisions.

8-20.3(5) Conduit

Fiber Optic Conduit

The second paragraph of Section 8-20.3(5)A1 is revised to read as follows:

(OR ITS March 25, 2024 WSDOT GSP)

Location Wire shall be installed with all nonmetallic conduit that contains fiber optic cable and all conduits identified as future. Location Wire shall be installed in continuous sections for all underground fiber optic conduit installation. The Location Wire for all conduits other than innerduct shall be installed internal to the conduit. The Location Wire for innerduct conduit shall be installed internal in the same duct as the fiber optic cable. Location Wire shall extend 12-feet into boxes or vaults. Splices shall be crimped using a non-insulated butt splice, soldered and covered with moisture blocking heat shrink. All location wire splices shall be installed in the junction boxes, pull boxes, and cable vaults. Splices shall not be allowed within the conduit runs.

The Contractor shall verify that the location wire can be located for the entire length of the conduit run.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes

Section 8-20.3(6) is supplemented with the following:

(OR ITS March 25, 2024 WSDOT GSP)

All cable vaults shall include a removable galvanized steel ladder mounted in accordance with the vault manufacturer's specifications. In cable vaults meeting H-20 requirements the ladder shall be located on the wall opposite the cable racking. Unless otherwise noted in the Plans or approved by the Project Engineer, junction boxes, cable vaults and pull boxes shall not be placed within the traveled way or paved shoulders.

When conduit connects a pull box or cable vault directly with a cabinet foundation the lid of the pull box or cable vault shall be installed at a lower elevation than the cabinet foundation.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to, or installed in, their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for future adjustment.

All junction boxes, cable vaults, and pull boxes placed within the traveled way or paved shoulders shall be heavy-duty.

Heavy-duty Type 4, 5 and 6 junction boxes, cable vaults and pull boxes shall be installed in accordance with the following:

Excavation and backfill shall be in accordance with Section 2-09. Excavation for junction boxes, cable vaults and pull boxes shall be sufficient to leave one foot in the clear between their outer surface and the earth bank.

Junction boxes, cable vaults and pull boxes shall be installed on a level 6-inch layer of crushed surfacing top course, in accordance with 9-03.9(3), placed on a compacted or undisturbed foundation. The crushed surfacing shall be compacted in accordance with Section 2-09.3(1)E.

After installation, the lid/cover shall be kept bolted down during periods when work is not actively in progress at the junction box, cable vault or pull box. Before closing the lid/cover, the lid/cover and the frame/ring shall be thoroughly brushed and cleaned of all debris. There shall be absolutely no visible dirt, sand or other foreign matter between the bearing surfaces.

When the lid/cover is closed for the final time, a liberal coating of anti-seize compound shall be applied to the bolts and nuts and the lid shall be securely tightened.

Hinges on the Type 4, 5 and 6 junction boxes shall be located on the side of the box, which is nearest to adjacent shoulder. Hinges shall allow the lid to open 180 degrees.

This Section is supplemented with the following new subsection:

8-20.3(18) Boarding Pass Dispenser

The boarding pass dispenser shall be the following:

Vendor: SysParc, Model: TD-7000

The boarding pass dispensers shall be installed at locations as shown in the plans, and follow manufacturers recommendations for anchoring the boarding pass dispenser to the concrete traffic island.

The electrical power requirements for the boarding pass dispenser shall be 115VAC at 60Hz.

An internal battery back-up system shall be included to operate the dispensers for up to 2 hours.

Boarding pass dispenser shall be capable of communicating alerts and status through a cellular connection

The Contractor shall setup and test the boarding pass dispenser following the manufacturers procedures.

The Contractor shall submit a test procedure for approval to WSDOT, based on manufacturers recommendations. Test results shall be submitted for review and approval.

The downstream boarding pass dispenser shall be mounted on an integrated riser so that it is elevated an additional 30 inches on the concrete traffic island to service commercial vehicles, recreational vehicles, busses etc.

8-20.5 Payment

Section 8-20.5 is supplemented with the following:

(OR ITS March 25, 2024 WSDOT GSP)

All costs for the temporary ITS work necessary for the construction, installation, operation, maintenance and removal of the complete and operable temporary ITS systems, shall be included in the lump sum payment for "ITS".

(OR ITS March 25, 2024 WSDOT GSP)

All costs associated with the delivery of removed electrical equipment to remain the property of WSDOT to the State's Olympic Region Signal Shop shall be included in the lump sum contract price for "ITS".

All costs associated with the delivery of items listed under the special provision **EQUIPMENT SUPPLIED TO THE TRAFFIC MANAGEMENT CENTER** to the WSDOT Olympic Region Traffic Management Center shall be included in the lump sum contract price for "ITS".

8-23 TEMPORARY PAVEMENT MARKINGS

8-23.4 Measurement

Section 8-23.4 is revised to read:

Installation, removal, and reconfiguration of temporary pavement markings as needed to maintain traffic and inform the traveling public shall be considered essential to the project and shall not be measured for payment.

END DIVISION 8

DIVISION 9 MATERIALS

9-03 AGGREGATES

9-03.8 Aggregates for Hot Mix Asphalt

9-03.8(2) HMA Test Requirements

Section 9-03.8(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be in the range of more than 300,000 to less than 3 million.

9-03.8(7) HMA Tolerances and Adjustments

Section 9-03.8(7) is supplemented with the following:

Item 1 is deleted and replaced with:

1. Job Mix Formula Tolerances. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical Evaluation	Commercial Evaluation
	Aggregate, percent passing	
1", ¾", ½" and ⅜" sieves	±6.0%	±8.0%
U.S. No. 4 sieve	±6.0%	±8.0%
U.S. No. 8 sieve	±6.0%	±8.0%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%
Air Voids	2.5% Minimum and 5.5% Maximum	

9-03.21 Recycled Materials

Section 9-03.21 is supplemented with the following:

The Contracting Agency encourages bidders to use recycled materials to the maximum extent feasible.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2 Topsoil

9-14.2(1) Topsoil Type A

Section 9-14.2(1) is supplemented with the following:

(September 12, 2019 WSDOT NWR GSP)

Topsoil Type A shall consist of a uniform blend composed by volume of 60 percent to 70 percent Sandy Loam and 30 percent to 40 percent Fine Compost.

Sandy Loam

Sandy Loam shall be as defined by the US Department of Agriculture Natural Resource Conservation Services Soil Texture Triangle. Testing shall be performed by a Washington State Department of Ecology accredited testing laboratory approved through the North American Proficiency Testing Performance Assessment Program (NAPT-PAP) on a sample size of no less than 2 pounds. Testing shall not occur more than 90 days prior to installation and shall be submitted to the Engineer for approval a minimum of 14 calendar days prior to use or installation. The Sandy Loam analysis shall meet the following requirements:

Tested Item	Method*	Units	Specification Range
pH 1:1	S-2.20	S.U.	5.5 – 7.5
E.C. 1:1	S-2.20	mmhos/cm	≤ 2
Nitrate Nitrogen	S-3.10	mg/Kg	***
Ammonium Nitrogen	S-3.50	mg/Kg	***
Organic Matter	S-9.10	%	3 – 10
Phosphorus (P)	S-4.20 (Bray)	mg/Kg	***
Calcium (Ca)	S-5.10 (NH ₄ OAC)	meq/100g	***
Magnesium (Mg)	S-5.10 (NH ₄ OAC) S-6.11 (DTPA/Sorbitol)	meq/100g Mg/Kg	***
Sodium (Na)			***
Potassium (K)			***
Zinc (Zn)			***
Manganese (Mn)	S-6.11 (DTPA/Sorbitol) EPA 908/S- 10.10	Mg/Kg meq/100g	***
Copper (Cu)			***
Iron (Fe)			***
Sulfur (SO ₄ -S)			***

Tested Item	Method*	Units	Specification Range
Boron (B)			***
Molybdenum (Mo)			***
Cation Exchange (CEC)			5 Min.
Total Nitrogen	AOAC 990.3	%	***
Total Carbon	AOAC 972.3	%	***
C:N Ratio			20:1 or less
Exchangeable Sodium Percentage (ESP)	ESP	%	10 Max.
Particle Size Analysis (Sand, Clay, Silt)	S-14.10 (Hydrometer)	%	Sandy Loam
Heavy Metals Testing	EPA 6010D	mg/Kg	From WAC 173-350-220 Table 220-B unless otherwise noted
Arsenic			≤ 20
Cadmium			≤ 10
Chromium			≤ 42**
Copper			≤ 100**
Lead			≤ 150
Molybdenum			≤ 9
Nickel			≤ 100**
Selenium			≤ 18
Zinc			≤ 270**
Mercury	EPA 7473		≤ 8
*Methods are from "Soil, Plant, and Water Reference Methods For the Western Region" 2005, 3 rd Ed., Dr. R. Gavlak, Dr. D. Horneck, Dr. R.O. Miller.			**From WAC 173-340-900 Table 749-2 for Unrestricted Land Uses ***Testing for soil-testing laboratory recommendations for soil treatments and amendments

The soil-testing laboratory shall state recommendations for soil treatments and soil amendments to be incorporated based on the results of the tests. Recommendations shall be in pounds per acre, or volume per cu. yd. for nitrogen, phosphorus, potash nutrients, and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

Compost

Compost shall conform to the requirements of Section 9-14.5(8).

Mixing Requirements

Topsoil Type A shall be thoroughly mixed by the supplier prior to delivery to the site. The Contractor shall submit certification from the supplier that the Topsoil Type A has been mixed according to the above percentages at the point of delivery.

Acceptance of Topsoil Type A for use on a project shall be on the basis of visual verification by the Engineer that the delivered material is representative of the laboratory analysis documentation and certification.

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

9-29.3(1) Fiber Optic Cable

Section 9-14.2(1) is supplemented with the following:

(OR ITS March 25, 2024 WSDOT GSP)

Quality Assurance for Communication System Cables and Interfaces

All work described in this section shall meet or exceed the applicable provisions of the following documents:

1. CFR 1755.900, RUS Specification for Filled Fiber Optic Cables
2. ANSI, C8.47-1983, American National Standard for Polyolefin-insulated Thermoplastic Jacketed Communication Cables
3. TIA/EIA Telecommunications Building Wiring Standards

Cables

The Contractor shall provide all materials required for the installation and splicing of the specified communications cables, power cables and associated interface devices.

The fiber optic cable network shall be capable of supporting both transmission speeds and protocols up to 2.4 Gb/s, and NTSC quality, color video applications.

Each cable shall contain the total number of optical fibers as specified in the Plans. All fiber optic cables equal to or greater than a 12-count shall be placed in loose buffer tubes in groups of 12. Fiber optic cables of 6 count shall be in a loose buffer tube.

Patch Cables

All patch cables shall be simplex type, and shall have a minimum length of 3.28 feet.

(OR ITS March 25, 2024 WSDOT GSP)

Fiber Optic Connectors

All fiber optic connectors shall be Ultra Physical Contact (UPC) and factory installed. Unless otherwise noted in the plans all connectors shall be a ST type connector. All ST type connectors shall have the body and nut material made of metal.

(OR ITS March 25, 2024 WSDOT GSP)

Pre-terminated Fiber Optic Cable

The pre-terminated Fiber Optic Cable shall be SMFO outside plant rated cable with factory installed ST/UPC connectors. The cable shall be a loose tube buffer cable in the fiber count as specified in the Plans. The ST/UPC connectors shall be connected with a 900 micron pigtail fan kit that shall be built and tested inside the factory. Factory test results shall be submitted to the Project Engineer. The cable shall come with a pull protector to ensure no damage to pigtails or connectors during installation.

The length of each pre-terminated Fiber Optic Cable shall be determined by the Contractor for each location and shall include 100 feet of slack in each pull box or cable vault it is to be routed through.

(OR ITS March 25, 2024 WSDOT GSP)

Fiber Optic Patch Panel

The fiber optic patch panel(s) shall be designed to hold, at a minimum, the number of ST/UPC fiber optic interconnection sleeves as specified in the Plans.

The patch panel(s) shall allow for full access to both sides of the fiber optic interconnection sleeves from the front of the patch panel. The fiber optic interconnection sleeves shall be enclosed on all sides by the patch panel when the patch panel is closed.

Mounting plates for interconnection sleeves shall be constructed of metal. Each connector panel or modules shall hold only six interconnection sleeves orientated vertically. A 144 count panel shall consist of two 96 count panels. All unutilized interconnection sleeves shall have protective dust covers installed. The patch panel(s) shall be fully populated with interconnection sleeves. The patch

panel(s) shall utilize cable strain relief for the entry of the pre-terminated fiber optic cable.

All patch panels shall be EIA 19-inch (ANSI/EIA RS-310-C) rack mountable, unless a 6 count patch panel to be installed in a cabinet without 19" racks. These 6 count patch panels shall have a maximum size of 12"x10"x4".

Patch panel labels shall be semi-permanent stick-on type. The label shall be placed on the face of the unit. The lettering on this label shall be neat, legible, and easily read from a distance of approximately 5 feet.

(OR ITS March 25, 2024 WSDOT GSP)

Fiber Optic Splice Enclosure

All fiber optic splice closures shall be designed for use on fiber optic cables in an underground, submerged environment. Splice enclosures shall be re-enterable and reusable, and shall contain a valve to allow pressurization of the housing and a dry encapsulate to restrict moisture ingress. All splice enclosures shall be rated for 1310 and 1550 nanometer wavelengths.

9-29.3(2) Electrical Conductors and Cable

Section 9-29.3(2) is supplemented with the following:

(OR ITS March 25, 2024 WSDOT GSP)

Ethernet Cable

Ethernet Cable installed outside of buildings shall be Category 6A (Cat 6a) meeting the following requirements:

1. Compliance with the requirements of ANSI/TIA-568-C.2 and ISO/IEC 11801 Class EA.
2. Type F/UTP shielding.
3. Rated for Power over Ethernet (PoE) in accordance with IEEE 802.3bt Type 4.
4. Rated for outside plant (OSP) and direct burial installation.
5. Minimum 300V (RMS) UL insulation rating.

Locations outside of buildings includes, but is not limited to, roadside cabinets (service cabinets, traffic signal cabinets, ITS cabinets, etc.), exterior or underground conduit, and on or in poles (light poles, signal poles, camera poles, etc.).

(November 4, 2024 WSDOT GSP)

STANDARD PLANS

The Washington State Department of Transportation *Standard Plans* M21-01, published September 2024, is made a part of this Contract with the following revisions:

A-10.30

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

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

A-40.20

Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

A-50.40

Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)" is revised to read "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-25.20, C-25.30, OR C-25.32)"

A-60.40

Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-90.40

Valve Detail – DELETED

C-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"

ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

C-60.20

Sheet 1, Plan view, callout – “1/2” (IN) DIAMETER X 6 1/2” (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)” is revised to read: “5/8” DIAMETER x 6 1/2” (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)”

C-81.15

Sheet 1, General Notes, Add Note 7, to read;”7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3.”

C-85.11

On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)”

D-3.09

Sheet 1, Geosynthetic Wall with 2 FT Traffic Surcharge detail, callout – “BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16” is revised to read: “BARRIER ON WALL ~ SEE Standard Plan C-81.10 and/or C-81.15”

D-3.10

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

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

D-3.11

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

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

D-10.10

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW".

D-10.15

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW".

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7".

D-10.45

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8".

F-10.18

General Note 1; "Construct curb joints at concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing." Is revised to read – "See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing."

F-30.10

All five instances of the "2.0% MAX." are replaced with "2.1% MAX."

F-40.12

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:
Delete: "15' – 0" MAX. (TYP.)"

F-40.14

The one instance of "2.0% MAX." is replaced with "2.1% MAX."
Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.15

The one instance of "2.0% MAX." is replaced with "2.1% MAX."
Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.16

The one instance of "2.0% MAX." is replaced with "2.1% MAX."
Note 8 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-80.10

The one instance of "2.0% MAX." is replaced with "2.1% MAX."
Note 6 is replaced with the following:

The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds

15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.

Section A is amended as follows:

Delete: "15" Max."

J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"

J-10.16

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

J-10.17

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

J-10.18

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

J-20.10

DELETED

J-20.11

DELETED

J-20.26

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

Add General Note 2, to read: "Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown."

Revise View Titles (Both Sheets) to read: "ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY"

J-20.16

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

J-21.10

Sheet 1, Anchor Bolt Template, callout; "9" (IN) BOLT CIRCLE" is revised to read: "9" (IN) DIA.BOLT CIRCLE"

Base Plate Detail, callout; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6" (IN)" IS REVISED TO READ; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16" (IN)"

Flat Foundation Detail – Elevation, callout; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" is revised to read; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Flat Foundation Detail – Elevation, dimension; 4' – 0" is revised to read; "4' – 0" ROUND OR 3' – 0" SQUARE"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-28.30

General Note 13 – "See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier" is revised to read; "See Standard Plan C-85.15 for steel light standards on traffic barrier."

J-40.10

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

J-40.36

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

J-40.37

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

J-75.20

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

J-75.55

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

L-5.10

Add new general Note 9 on sheet 1 – "9. The top of wall in Section A on Sheet 1 shall be located as follows: 1) flush with the finished grade when placed within

the deflection distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be located at mid height between the top rail and the top of structure.”

M-20.30

Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE NOTE 5)”

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

A-10.10-00	8/7/07	A-30.35-00	10/12/07	A-50.10-02	7/18/24
A-10.20-00	10/5/07	A-40.00-01	7/6/22	A-50.40-01	8/17/21
A-10.30-00	10/5/07	A-40.10-04	7/31/19	A-60.10-03	12/23/14
A-20.10-00	8/31/07	A-40.15-00	8/11/09	A-60.20-03	12/23/14
A-30.10-00	11/8/07	A-40.20-04	1/18/17	A-60.30-01	6/28/18
A-30.30-01	6/16/11	A-40.50-03	9/12/23	A-60.40-00	8/31/07
B-5.20-03	9/9/20	B-30.50-03	2/27/18	B-75.20-03	8/17/21
B-5.40-02	1/26/17	B-30.60-00	9/9/20	B-75.50-02	3/15/22
B-5.60-02	1/26/17	B-30.40-03	2/27/18	B-70.60-01	1/26/17
B-10.20-03	8/23/23	B-30.70-04	2/27/18	B-75.60-00	6/8/06
B-10.40-02	8/17/21	B-30.80-01	2/27/18	B-80.20-00	6/8/06
B-10.70-03	8/23/23	B-30.90-02	1/26/17	B-80.40-00	6/1/06
B-15.20-01	2/7/12	B-35.20-00	6/8/06	B-85.10-01	6/10/08
B-15.40-01	2/7/12	B-35.40-01	8/23/23	B-85.20-00	6/1/06
B-15.60-02	1/26/17	B-40.20-00	6/1/06	B-85.30-00	6/1/06
B-20.20-02	3/16/12	B-40.40-02	1/26/17	B-85.40-00	6/8/06
B-20.40-04	2/27/18	B-45.20-01	7/11/17	B-85.50-01	6/10/08
B-20.60-03	3/15/12	B-45.40-01	7/21/17	B-90.10-00	6/8/06
B-25.20-02	2/27/18	B-50.20-00	6/1/06	B-90.20-00	6/8/06
B-25.60-03	8/23/23	B-55.20-03	8/17/21	B-90.30-00	6/8/06
B-30.05-00	9/9/20	B-60.20-02	9/9/20	B-90.40-01	1/26/17
B-30.10-03	2/27/18	B-60.40-01	2/27/18	B-90.50-00	6/8/06
B-30.15-00	2/27/18	B-65.20-01	4/26/12	B-95.20-02	8/17/21
B-30.20-04	2/27/18	B-65.40-00	6/1/06	B-95.40-01	6/28/18
B-30.30-03	2/27/18	B-70.20-01	3/15/22		

C-1	9/8/22	C-23.70-01	10/16/23	C-70.10-04	10/16/23
C-1b	10/12/23	C.24.10-05	7/21/24	C-70.15-01	7/21/24
C-1d	10/31/03	C-24.15-00	3/15/22	C-75.10-02	9/16/20
C-6a	9/8/22	C-25.20-07	8/20/21	C-75.20-03	8/20/21
C-7	9/8/22	C-25.22-06	8/20/21	C-75.30-03	8/20/21
C-7a	9/8/22	C-25.26-05	8/20/21	C-80.10-03	10/16/23
C-20.10-09	10/12/23	C-25.30-01	8/20/21	C-80.20-01	6/11/14
C-20.14-05	9/8/22	C-25.32-00	7/29/24	C-80.30-02	8/20/21
C-20.15-03	10/12/23	C-25.80-05	8/12/19	C-80.40-01	6/11/14
C-20.18-04	9/8/22	C-60.10-04	7/21/24	C-85.10-00	4/8/12
C-20.40-10	10/12/23	C-60.15-01	7/21/24	C-85.11-01	9/16/20
C-20.41-05	7/18/24	C-60.20-01	9/8/22	C-85.15-03	10/17/23
C-20.43-01	7/18/24	C-60.30-02	7/21/24	C-85-18-03	9/8/22
C-20.44-00	8/13/24	C-60.40-01	7/21/24	C-81.10-00	9/12/23
C-20.45-03	9/8/22	C-60.45-01	7/21/24	C-81.15-00	9/12/23
C-20.55-00	7/30/24	C-60.50-01	7/21/24		
C-22.16-08	10/17/23	C-60.60-01	7/21/24		
C-22.40-11	7/21/24	C-60.70-01	9/8/22		
C-22.45-07	7/21/24	C-60.80-02	7/21/24		
D-2.36-03	6/11/14	D-3.11-03	6/11/14	D-10.25-01	8/7/19
D-2.46-02	8/13/21	D-4	12/11/98	D-10.30-00	7/8/08
D-2.84-00	11/10/05	D-6	6/19/98	D-10.35-00	7/8/08
D-2.92-01	4/26/22	D-10.10-01	12/2/08	D-10.40-01	12/2/08
D-3.09-00	5/17/12	D-10.15-01	12/2/08	D-10.45-01	12/2/08
D-3.10-01	5/29/13	D-10.20-01	8/7/19	D-20.10-00	10/9/23
E-1	2/21/07	E-4	8/27/03	E-20.10-00	9/12/23
E-2	5/29/98	E-4a	8/27/03	E-20.20-00	10/4/23
F-10.12-04	9/24/20	F-10.62-02	4/22/14	F-40.15-04	9/25/20
F-10.16-00	12/20/06	F-10.64-03	4/22/14	F-40.16-03	6/29/16
F-10.18-04	6/28/24	F-30.10-04	9/25/20	F-45.10-05	6/4/24
F-10.40-04	9/24/20	F-40.12-03	6/29/16	F-80.10-04	7/15/16
F-10.42-00	1/23/07	F-40.14-03	6/29/16		
G-10.10-00	9/20/07	G-24.50-05	8/7/19	G-90.10-03	7/11/17
G-20.10-03	8/20/21	G-24.60-05	6/28/18	G-90.20-05	7/11/17
G-22.10-04	6/28/18	G-25.10-05	9/16/20	G-90.30-04	7/11/17
G-24.10-00	11/8/07	G-26.10-00	7/31/19	G-95.10-02	6/28/18
G-24.20-01	2/7/12	G-30.10-04	6/23/15	G-95.20-03	6/28/18
G-24.30-02	6/28/18	G-50.10-03	6/28/18	G-95.30-03	6/28/18
G-24.40-07	6/28/18				
H-10.10-01	6/2/24	H-30.10-00	10/12/07	H-70.10-02	8/17/21
H-10.11-00	6/2/24	H-32.10-00	9/20/07	H-70.20-02	8/17/21

H-10.15-01	6/2/24	H-60.10-01	7/3/08		
H-10.16-00	6/2/24	H-60.20-01	7/3/08		
I-10.10-01	8/11/09	I-30.20-00	9/20/07	I-40.20-00	9/20/07
I-30.10-02	3/22/13	I-30.30-02	6/12/19	I-50.20-02	7/6/22
I-30.15-02	3/22/13	I-30.40-02	6/12/19	I-60.10-01	6/10/13
I-30.16-01	7/11/19	I-30.60-02	6/12/19	I-60.20-01	6/10/13
I-30.17-01	6/12/19	I-40.10-00	9/20/07	I-80.10-02	7/15/16
J-05.50-00	8/30/22	J-26.10-03	7/21/16	J-50.05-00	7/21/17
J-10	7/18/97	J-26.15-01	5/17/12	J-50.10-01	7/31/19
J-10.10-04	9/16/20	J-26.20-01	6/28/18	J-50.11-02	7/31/19
J-10.12-00	9/16/20	J-27.10-01	7/21/16	J-50.12-02	8/7/19
J-10.14-00	9/16/20	J-27.15-00	3/15/12	J-50.13-01	8/30/22
J-10.15-01	6/11/14	J-28.01-00	8/30/22	J-50.15-01	7/21/17
J-10.16-02	8/18/21	J-28.10-02	8/7/19	J-50.16-01	3/22/13
J-10.17-02	8/18/21	J-28.22-00	8/07/07	J-50.18-00	8/7/19
J-10.18-02	8/18/21	J-28.24-02	9/16/20	J-50.19-00	8/7/19
J-10.20-04	8/18/21	J-28.26-01	12/02/08	J-50.20-00	6/3/11
J-10.21-02	8/18/21	J-28.30-04	6/18/24	J-50.25-00	6/3/11
J-10.22-03	10/4/23	J-28.40-02	6/11/14	J-50.30-00	6/3/11
J-10.25-01	6/21/24	J-28.42-01	6/11/14	J-60.05-01	7/21/16
J-10.26-00	8/30/22	J-28.43-01	6/28/18	J-60.11-00	5/20/13
J-12.15-00	6/28/18	J-28.45-03	7/21/16	J-60.12-00	5/20/13
J-12.16-00	6/28/18	J-28.50-03	7/21/16	J-60.13-00	6/16/10
J-15.10-01	6/11/14	J-28.60-03	8/27/21	J-60.14-01	7/31/19
J-15.15-02	7/10/15	J-28.70-04	8/30/22	J-75.10-02	7/10/15
J-20.01-01	6/21/24	J-29.10-02	8/26/22	J-75.20-01	7/10/15
J-20.05-00	6/21/24	J-29.15-01	7/21/16	J-75.30-02	7/10/15
J-20.10-05	10/4/23	J-29.16-02	7/21/16	J-75.50-00	8/30/22
J-20.11-03	7/31/19	J-30.10-01	8/26/22	J-75.55-00	8/30/22
J-20.15-04	6/21/24	J-40.01-00	8/30/22	J-80.05-00	8/30/22
J-20.16-02	6/30/14	J-40.05-00	7/21/16	J-80.10-01	8/18/21
J-20.20-02	5/20/13	J-40.10-04	4/28/16	J-80.12-00	8/18/21
J-20.26-01	7/12/12	J-40.20-03	4/28/16	J-80.15-00	6/28/18
J-21.10-05	6/21/24	J-40.30-04	4/28/16	J-81.10-02	8/18/21
J-21.15-01	6/10/13	J-40.35-01	5/29/13	J-81.12-00	9/3/21
J-21.16-02	6/21/24	J-40.36-02	7/21/17	J-84.05-00	8/30/22
J-21.17-01	6/10/13	J-40.37-02	7/21/17	J-86.10-00	6/28/18
J-21.20-01	6/10/13	J-40.38-01	5/20/13	J-90.10-03	6/28/18
J-22.15-03	6/21/24	J-40.39-00	5/20/13	J-90.20-03	6/28/18
J-22.16-03	7/10/15	J-40.40-02	7/31/19	J-90.21-02	6/28/18
J-22.17-00	6/21/24	J-45.36-00	7/21/17	J-90.50-00	6/28/18
K-70.20-01	6/1/16	K-80.32-00	8/17/21	K-80.35-01	9/16/20
K-80.10-02	9/25/20	K-80.34-00	8/17/21	K-80.37-01	9/16/20

L-5.10-02	6/5/24	L-20.10-03	7/14/15	L-40.20-02	6/21/12
L-5.15-00	9/19/22	L-30.10-02	6/11/14	L-70.10-01	5/21/08
L-10.10-02	6/21/12	L-40.15-01	6/16/11	L-70.20-01	5/21/08
M-1.20-04	9/25/20	M-9.60-00	2/10/09	M-24.66-00	7/11/17
M-1.40-03	9/25/20	M-11.10-04	8/2/22	M-40.10-04	10/17/23
M-1.60-03	9/25/20	M-12.10-04	6/28/24	M-40.20-00	10/12/07
M-1.80-03	6/3/11	M-15.10-02	7/17/23	M-40.30-01	7/11/17
M-2.20-03	7/10/15	M-17.10-02	7/3/08	M-40.40-00	9/20/07
M-2.21-00	7/10/15	M-20.10-04	8/2/22	M-40.50-00	9/20/07
M-3.10-04	9/25/20	M-20.20-02	4/20/15	M-40.60-00	9/20/07
M-3.20-04	8/2/22	M-20.30-05	6/28/24	M-60.10-01	6/3/11
M-3.30-04	9/25/20	M-20.40-03	6/24/14	M-60.20-03	8/17/21
M-3.40-04	9/25/20	M-20.50-02	6/3/11	M-65.10-03	8/17/21
M-3.50-03	9/25/20	M-24.20-02	4/20/15	M-80.10-01	6/3/11
M-5.10-03	9/25/20	M-24.40-02	4/20/15	M-80.20-00	6/10/08
M-7.50-01	1/30/07	M-24.60-04	6/24/14	M-80.30-00	6/10/08
M-9.50-02	6/24/14	M-24.65-00	7/11/17		

ATTACHMENTS

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 03/11/2025

Kitsap County

Trade^	Job Classification	Wage	Holiday	Overtime	Note
<u>Asbestos Abatement Workers</u>	Journey Level	\$63.87	5D	1H	
<u>Boilermakers</u>	Journey Level	\$78.89	5N	1C	
<u>Brick Mason</u>	Journey Level	\$71.82	7E	1N	
<u>Brick Mason</u>	Pointer-Caulker-Cleaner	\$71.82	7E	1N	
<u>Building Service Employees</u>	Janitor	\$16.66		1	
<u>Building Service Employees</u>	Shampooer	\$16.66		1	
<u>Building Service Employees</u>	Waxer	\$16.66		1	

<u>Building Service Employees</u>	Window Cleaner	\$16.66		1	
<u>Cabinet Makers (In Shop)</u>	Journey Level	\$23.72		1	
<u>Carpenters</u>	Acoustical Worker	\$78.96	15J	11U	
<u>Carpenters</u>	Bridge Dock and Wharf Carpenter	\$80.50	15J	11U	9L
<u>Carpenters</u>	Floor Layer & Floor Finisher	\$78.96	15J	11U	
<u>Carpenters</u>	General Carpenter	\$78.96	15J	11U	
<u>Carpenters</u>	Scaffold Erector	\$78.96	15J	11U	
<u>Cement Masons</u>	Application of all Composition Mastic	\$77.30	15J	4U	
<u>Cement Masons</u>	Application of all Epoxy Material	\$76.78	15J	4U	
<u>Cement Masons</u>	Application of all Plastic Material	\$77.30	15J	4U	
<u>Cement Masons</u>	Application of Sealing Compound	\$76.78	15J	4U	
<u>Cement Masons</u>	Application of Underlayment	\$77.30	15J	4U	
<u>Cement Masons</u>	Building General	\$76.78	15J	4U	
<u>Cement Masons</u>	Composition or Kalman Floors	\$77.30	15J	4U	

<u>Cement Masons</u>	Concrete Paving	\$76.78	15J	4U
<u>Cement Masons</u>	Curb & Gutter Machine	\$77.30	15J	4U
<u>Cement Masons</u>	Curb & Gutter, Sidewalks	\$76.78	15J	4U
<u>Cement Masons</u>	Curing Concrete	\$76.78	15J	4U
<u>Cement Masons</u>	Finish Colored Concrete	\$77.30	15J	4U
<u>Cement Masons</u>	Floor Grinding	\$77.30	15J	4U
<u>Cement Masons</u>	Floor Grinding/Polisher	\$76.78	15J	4U
<u>Cement Masons</u>	Green Concrete Saw, self-powered	\$77.30	15J	4U
<u>Cement Masons</u>	Grouting of all Plates	\$76.78	15J	4U
<u>Cement Masons</u>	Grouting of all Tilt-up Panels	\$76.78	15J	4U
<u>Cement Masons</u>	Gunite Nozzleman	\$77.30	15J	4U
<u>Cement Masons</u>	Hand Powered Grinder	\$77.30	15J	4U
<u>Cement Masons</u>	Journey Level	\$76.78	15J	4U
<u>Cement Masons</u>	Patching Concrete	\$76.78	15J	4U
<u>Cement Masons</u>	Pneumatic Power Tools	\$77.30	15J	4U
<u>Cement Masons</u>	Power Chipping & Brushing	\$77.30	15J	4U

<u>Cement Masons</u>	Sand Blasting Architectural Finish	\$77.30	15J	4U	
<u>Cement Masons</u>	Screed & Rodding Machine	\$77.30	15J	4U	
<u>Cement Masons</u>	Spackling or Skim Coat Concrete	\$76.78	15J	4U	
<u>Cement Masons</u>	Troweling Machine Operator	\$77.30	15J	4U	
<u>Cement Masons</u>	Troweling Machine Operator on Colored Slabs	\$77.30	15J	4U	
<u>Cement Masons</u>	Tunnel Workers	\$77.30	15J	4U	
<u>Divers & Tenders</u>	Bell/Vehicle/Submersible Operator (not under pressure)	\$156.25	15J	11T	9I
<u>Divers & Tenders</u>	Dive Supervisor	\$157.75	15J	11T	9I
<u>Divers & Tenders</u>	Diver	\$156.25	15J	11T	9I
<u>Divers & Tenders</u>	Diver Tender	\$86.86	15J	11T	9I
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 31.01-44.00 PSI	\$118.99	15J	11U	

<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$128.22	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$137.45	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$146.67	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$155.90	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$165.13	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$174.36	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$183.59	15J	11U	
<u>Divers & Tenders</u>	Lead Diver (Dive Master)	\$101.32	15J	11T	9I
<u>Divers & Tenders</u>	Manifold Operator (Life Support Technician)	\$86.86	15J	11T	9I
<u>Divers & Tenders</u>	Remote Operated Vehicle Operator/Technician	\$86.86	15J	11T	9I

<u>Divers & Tenders</u>	Remote Operated Vehicle Operator/Technician	\$86.86	15J	11T	9I
<u>Divers & Tenders</u>	Remote Operated Vehicle Tender	\$80.55	15J	11T	9I
<u>Divers & Tenders</u>	Stand-by Diver	\$96.32	15J	11T	9I
Dredge Workers	Assistant Engineer	\$85.37	5D	3F	
Dredge Workers	Assistant Mate (Deckhand)	\$84.71	5D	3F	
Dredge Workers	Boatmen	\$85.37	5D	3F	
Dredge Workers	Engineer Welder	\$87.02	5D	3F	
Dredge Workers	Leverman, Hydraulic	\$88.77	5D	3F	
Dredge Workers	Mates	\$85.37	5D	3F	
Dredge Workers	Oiler	\$84.71	5D	3F	
<u>Drywall Applicator</u>	Journey Level	\$78.76	150	11S	
<u>Drywall Tapers</u>	Journey Level	\$78.76	150	11S	
<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$40.69	5L	1E	
<u>Electricians - Inside</u>	Cable Splicer	\$115.15	7C	4E	
<u>Electricians - Inside</u>	Cable Splicer (tunnel)	\$123.64	7C	4E	
<u>Electricians - Inside</u>	Certified Welder	\$111.30	7C	4E	

<u>Electricians - Inside</u>	Certified Welder (tunnel)	\$119.41	7C	4E	
<u>Electricians - Inside</u>	Construction Stock Person	\$54.03	7C	4E	
<u>Electricians - Inside</u>	Journey Level	\$107.44	7C	4E	
<u>Electricians - Inside</u>	Journey Level (tunnel)	\$115.15	7C	4E	
<u>Electricians - Motor Shop</u>	Craftsman	\$16.66		1	
<u>Electricians - Motor Shop</u>	Journey Level	\$16.66		1	
<u>Electricians - Powerline Construction</u>	Cable Splicer	\$102.42	5A	4D	
<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Groundperson	\$59.30	5A	4D	
<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$80.96	5A	4D	
<u>Electricians - Powerline Construction</u>	Meter Installer	\$59.30	5A	4D	8W
<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$93.99	5A	4D	

<u>Electricians - Powerline Construction</u>	Powderperson	\$69.84	5A	4D	
<u>Electronic Technicians</u>	Journey Level	\$69.69	7E	1E	
<u>Elevator Constructors</u>	Mechanic	\$115.14	7D	4A	
<u>Elevator Constructors</u>	Mechanic In Charge	\$124.53	7D	4A	
Fabricated Precast Concrete Products	Journey Level	\$16.66		1	
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$16.66		1	
<u>Fence Erectors</u>	Fence Erector	\$54.65	15J	11P	8Y
<u>Fence Erectors</u>	Fence Laborer	\$54.65	15J	11P	8Y
<u>Flaggers</u>	Journey Level	\$54.65	15J	11P	8Y
<u>Glaziers</u>	Journey Level	\$82.16	7L	1Y	
<u>Heat & Frost Insulators And Asbestos Workers</u>	Journey Level	\$91.81	15H	11C	
<u>Heating Equipment Mechanics</u>	Journey Level	\$99.92	7F	1E	
<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$67.38	15J	11P	8Y
<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$29.89		1	
<u>Inland Boatmen</u>	Boat Operator	\$71.28	5B	1K	

<u>Inland Boatmen</u>	Cook	\$69.70	5B	1K
<u>Inland Boatmen</u>	Deckhand	\$70.00	5B	1K
<u>Inland Boatmen</u>	Deckhand Engineer	\$69.55	5B	1K
<u>Inland Boatmen</u>	Launch Operator	\$71.23	5B	1K
<u>Inland Boatmen</u>	Mate	\$89.12	5B	1K
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator	\$51.27	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Foamer Operator	\$51.27	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$51.27	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Head Operator	\$49.20	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Technician	\$42.99	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	TV Truck Operator	\$46.10	15M	110
<u>Insulation Applicators</u>	Journey Level	\$78.96	15J	11U

<u>Ironworkers</u>	Journeyman	\$90.82	15K	11N	
<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$63.87	15J	11P	8Y
<u>Laborers</u>	Airtrac Drill Operator	\$65.75	15J	11P	8Y
<u>Laborers</u>	Ballast Regular Machine	\$63.87	15J	11P	8Y
<u>Laborers</u>	Batch Weighman	\$54.65	15J	11P	8Y
<u>Laborers</u>	Brick Pavers	\$63.87	15J	11P	8Y
<u>Laborers</u>	Brush Cutter	\$63.87	15J	11P	8Y
<u>Laborers</u>	Brush Hog Feeder	\$63.87	15J	11P	8Y
<u>Laborers</u>	Burner	\$63.87	15J	11P	8Y
<u>Laborers</u>	Caisson Worker	\$65.75	15J	11P	8Y
<u>Laborers</u>	Carpenter Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Cement Dumper-paving	\$64.98	15J	11P	8Y
<u>Laborers</u>	Cement Finisher Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Change House Or Dry Shack	\$63.87	15J	11P	8Y
<u>Laborers</u>	Chipping Gun (30 Lbs. And Over)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Chipping Gun (Under 30 Lbs.)	\$63.87	15J	11P	8Y

<u>Laborers</u>	Choker Setter	\$63.87	15J	11P	8Y
<u>Laborers</u>	Chuck Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Clary Power Spreader	\$64.98	15J	11P	8Y
<u>Laborers</u>	Clean-up Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Concrete Dumper/Chute Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Concrete Form Stripper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Concrete Placement Crew	\$64.98	15J	11P	8Y
<u>Laborers</u>	Concrete Saw Operator/Core Driller	\$64.98	15J	11P	8Y
<u>Laborers</u>	Crusher Feeder	\$54.65	15J	11P	8Y
<u>Laborers</u>	Curing Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$63.87	15J	11P	8Y
<u>Laborers</u>	Ditch Digger	\$63.87	15J	11P	8Y
<u>Laborers</u>	Diver	\$65.75	15J	11P	8Y
<u>Laborers</u>	Drill Operator (Hydraulic, Diamond)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Dry Stack Walls	\$63.87	15J	11P	8Y

<u>Laborers</u>	Dump Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Epoxy Technician	\$63.87	15J	11P	8Y
<u>Laborers</u>	Erosion Control Worker	\$63.87	15J	11P	8Y
<u>Laborers</u>	Faller & Bucker Chain Saw	\$64.98	15J	11P	8Y
<u>Laborers</u>	Fine Graders	\$63.87	15J	11P	8Y
<u>Laborers</u>	Firewatch	\$54.65	15J	11P	8Y
<u>Laborers</u>	Form Setter	\$64.98	15J	11P	8Y
<u>Laborers</u>	Gabian Basket Builders	\$63.87	15J	11P	8Y
<u>Laborers</u>	General Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Grade Checker & Transit Person	\$67.38	15J	11P	8Y
<u>Laborers</u>	Grinders	\$63.87	15J	11P	8Y
<u>Laborers</u>	Grout Machine Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Groutmen (Pressure) Including Post Tension Beams	\$64.98	15J	11P	8Y
<u>Laborers</u>	Guardrail Erector	\$63.87	15J	11P	8Y
<u>Laborers</u>	Hazardous Waste Worker (Level A)	\$65.75	15J	11P	8Y

<u>Laborers</u>	Hazardous Waste Worker (Level B)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Hazardous Waste Worker (Level C)	\$63.87	15J	11P	8Y
<u>Laborers</u>	High Scaler	\$65.75	15J	11P	8Y
<u>Laborers</u>	Jackhammer	\$64.98	15J	11P	8Y
<u>Laborers</u>	Laserbeam Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Maintenance Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Manhole Builder-Mudman	\$64.98	15J	11P	8Y
<u>Laborers</u>	Material Yard Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Mold Abatement Worker	\$63.87	15J	11P	8Y
<u>Laborers</u>	Motorman-Dinky Locomotive	\$67.48	15J	11P	8Y
<u>Laborers</u>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$67.38	15J	11P	8Y
<u>Laborers</u>	Pavement Breaker	\$64.98	15J	11P	8Y

<u>Laborers</u>	Pilot Car	\$54.65	15J	11P	8Y
<u>Laborers</u>	Pipe Layer (Lead)	\$67.38	15J	11P	8Y
<u>Laborers</u>	Pipe Layer/Tailor	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Pot Tender	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Reliner	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Wrapper	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pot Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Powderman	\$65.75	15J	11P	8Y
<u>Laborers</u>	Powderman's Helper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Power Jacks	\$64.98	15J	11P	8Y
<u>Laborers</u>	Power Washer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Railroad Spike Puller - Power	\$64.98	15J	11P	8Y
<u>Laborers</u>	Raker - Asphalt	\$67.38	15J	11P	8Y
<u>Laborers</u>	Re-timberman	\$65.75	15J	11P	8Y
<u>Laborers</u>	Remote Equipment Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Rigger/Signal Person	\$64.98	15J	11P	8Y

<u>Laborers</u>	Rip Rap Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Rivet Buster	\$64.98	15J	11P	8Y
<u>Laborers</u>	Rodder	\$64.98	15J	11P	8Y
<u>Laborers</u>	Scaffold Erector	\$63.87	15J	11P	8Y
<u>Laborers</u>	Scale Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Sloper (Over 20")	\$64.98	15J	11P	8Y
<u>Laborers</u>	Sloper Sprayer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Spreader (Concrete)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Stake Hopper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Stock Piler	\$63.87	15J	11P	8Y
<u>Laborers</u>	Swinging Stage/Boatswain Chair	\$54.65	15J	11P	8Y
<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$64.98	15J	11P	8Y
<u>Laborers</u>	Tamper (Multiple & Self- propelled)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Toolroom Person (at Jobsite)	\$63.87	15J	11P	8Y

<u>Laborers</u>	Topper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Track Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Track Liner (Power)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Traffic Control Laborer	\$58.20	15J	11P	9C
<u>Laborers</u>	Traffic Control Supervisor	\$61.47	15J	11P	9C
<u>Laborers</u>	Truck Spotter	\$63.87	15J	11P	8Y
<u>Laborers</u>	Tugger Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$200.40	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$205.43	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$209.11	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$214.81	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$216.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00	\$222.03	15J	11P	9B

	psi				
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$223.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$225.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$227.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$67.48	15J	11P	8Y
<u>Laborers</u>	Tunnel Work-Miner	\$67.48	15J	11P	8Y
<u>Laborers</u>	Vibrator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Vinyl Seamer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Watchman	\$49.97	15J	11P	8Y
<u>Laborers</u>	Welder	\$64.98	15J	11P	8Y
<u>Laborers</u>	Well Point Laborer	\$64.98	15J	11P	8Y
<u>Laborers</u>	Window Washer/Cleaner	\$49.97	15J	11P	8Y
<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$63.87	15J	11P	8Y
<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$64.98	15J	11P	8Y

	Landscape				
<u>Landscape Construction</u>	Construction/Landscaping Or Planting Laborers	\$49.97	15J	11P	8Y
<u>Landscape Construction</u>	Landscape Operator	\$84.12	15J	11G	8X
<u>Landscape Maintenance</u>	Groundskeeper	\$16.66		1	
<u>Lathers</u>	Journey Level	\$78.76	150	11S	
<u>Marble Setters</u>	Journey Level	\$71.82	7E	1N	
<u>Metal Fabrication (In Shop)</u>	Fitter	\$26.96		1	
<u>Metal Fabrication (In Shop)</u>	Laborer	\$16.66		1	
<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$16.66		1	
<u>Metal Fabrication (In Shop)</u>	Welder	\$16.66		1	
<u>Millwright</u>	Journey Level	\$80.28	15J	4C	
Modular Buildings	Cabinet Assembly	\$16.66		1	
Modular Buildings	Electrician	\$16.66		1	
Modular Buildings	Equipment Maintenance	\$16.66		1	
Modular Buildings	Plumber	\$16.66		1	
Modular Buildings	Production Worker	\$16.66		1	
Modular Buildings	Tool Maintenance	\$16.66		1	

Modular Buildings	Utility Person	\$16.66		1	
Modular Buildings	Welder	\$16.66		1	
<u>Painters</u>	Journey Level	\$54.71	6Z	11J	
<u>Pile Driver</u>	Crew Tender	\$86.81	15J	11U	9L
<u>Pile Driver</u>	Journey Level	\$80.50	15J	11U	9L
<u>Plasterers</u>	Journey Level	\$73.54	7Q	1R	
<u>Plasterers</u>	Nozzleman	\$77.54	7Q	1R	
<u>Playground & Park Equipment Installers</u>	Journey Level	\$16.66		1	
<u>Plumbers & Pipefitters</u>	Journey Level	\$90.87	5A	1G	
<u>Power Equipment Operators</u>	Asphalt Plant Operators	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Assistant Engineer	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Barrier Machine (zipper)	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Batch Plant Operator: concrete	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Boat Operator	\$84.12	7A	11H	8X
<u>Power Equipment Operators</u>	Bobcat	\$80.41	15J	11G	8X

<u>Power Equipment Operators</u>	Brokk - Remote Demolition Equipment	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Brooms	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Bump Cutter	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Cableways	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Chipper	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Compressor	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Finish Machine - Laser Screed	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Conveyors	\$84.12	15J	11G	8X

<u>Power Equipment Operators</u>	Cranes Friction: 200 tons and over	\$86.68	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes, A-frame: 10 tons and under	\$79.12	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.97	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 20 tons through 44 tons with attachments	\$83.38	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.84	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.68	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$84.12	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: Friction cranes through 199 tons	\$85.84	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.74	7A	11H	8X

<u>Power Equipment Operators</u>	Crusher	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Deck Engineer/Deck Winches (power)	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Derricks, On Building Work	\$84.12	7A	11H	8X
<u>Power Equipment Operators</u>	Dozers D-9 & Under	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Drilling Machine	\$86.39	15J	11G	8X
<u>Power Equipment Operators</u>	Elevator and man-lift: permanent and shaft type	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Forklift: 3000 lbs and over with attachments	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Forklifts: under 3000 lbs. with attachments	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Gradechecker/Stakeman	\$80.41	15J	11G	8X

<u>Power Equipment Operators</u>	Guardrail Punch	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Horizontal/Directional Drill Locator	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Horizontal/Directional Drill Operator	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Hydralifts/Boom Trucks Over 10 Tons	\$82.74	7A	11H	8X
<u>Power Equipment Operators</u>	Hydralifts/boom trucks: 10 tons and under	\$79.12	7A	11H	8X
<u>Power Equipment Operators</u>	Leverman	\$87.28	15J	11G	8X
<u>Power Equipment Operators</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Loaders, Overhead Under 6 Yards	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Loaders, Plant Feed	\$84.75	15J	11G	8X

<u>Power Equipment Operators</u>	Loaders: Elevating Type Belt	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Locomotives, All	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Material Transfer Device	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$86.39	15J	11G	8X
<u>Power Equipment Operators</u>	Motor Patrol Graders	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.38	7A	11H	8X
<u>Power Equipment Operators</u>	Overhead, bridge type: 100 tons and over	\$84.97	7A	11H	8X

<u>Power Equipment Operators</u>	Overhead, bridge type: 45 tons through 99 tons	\$84.12	7A	11H	8X
<u>Power Equipment Operators</u>	Pavement Breaker	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Pile Driver (other Than Crane Mount)	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Plant Oiler - Asphalt, Crusher	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Posthole Digger, Mechanical	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Power Plant	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Pumps - Water	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Quad 9, Hd 41, D10 And Over	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Quick Tower: no cab, under 100 feet in height base to boom	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Rigger and Bellman	\$79.12	7A	11H	8X
<u>Power Equipment Operators</u>	Rigger/Signal Person, Bellman(Certified)	\$82.74	7A	11H	8X

<u>Power Equipment Operators</u>	Rollagon	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Roller, Other Than Plant Mix	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Roller, Plant Mix Or Multi-lift Materials	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Roto-mill, Roto-grinder	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Saws - Concrete	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Scraper, Self Propelled Under 45 Yards	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Scrapers - Concrete & Carry All	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Scrapers, Self-propelled: 45 Yards And Over	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Service Engineers: Equipment	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Shotcrete/Gunite Equipment	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$85.52	15J	11G	8X

<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$86.39	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$87.28	15J	11G	8X
<u>Power Equipment Operators</u>	Slipform Pavers	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Spreader, Topsider & Screedman	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Subgrader Trimmer	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Tower Bucket Elevators	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Tower Crane: over 175' through 250' in height, base to boom	\$85.84	7A	11H	8X
<u>Power Equipment Operators</u>	Tower crane: up to 175' in height base to boom	\$84.97	7A	11H	8X
<u>Power Equipment Operators</u>	Tower Cranes: over 250' in height from base to boom	\$86.68	7A	11H	8X
<u>Power Equipment Operators</u>	Transporters, All Track Or Truck Type	\$85.52	15J	11G	8X

<u>Power Equipment Operators</u>	Trenching Machines	\$84.12	15J	11G	8X
<u>Power Equipment Operators</u>	Truck Crane Oiler/Driver: 100 tons and over	\$83.38	7A	11H	8X
<u>Power Equipment Operators</u>	Truck crane oiler/driver: under 100 tons	\$82.74	7A	11H	8X
<u>Power Equipment Operators</u>	Truck Mount Portable Conveyor	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$84.75	15J	11G	8X
<u>Power Equipment Operators</u>	Welder	\$85.52	15J	11G	8X
<u>Power Equipment Operators</u>	Wheel Tractors, Farmall Type	\$80.41	15J	11G	8X
<u>Power Equipment Operators</u>	Yo Yo Pay Dozer	\$84.75	15J	11G	8X
<u>Power Equipment Operators- Underground Sewer & Water</u>	Asphalt Plant Operators	\$85.52	15J	11G	8X
<u>Power Equipment Operators- Underground Sewer & Water</u>	Assistant Engineer	\$80.41	15J	11G	8X
<u>Power Equipment Operators- Underground Sewer & Water</u>	Barrier Machine (zipper)	\$84.75	15J	11G	8X

<u>Power Equipment</u>					
<u>Operators- Underground</u>	Batch Plant Operator,	\$84.75	15J	11G	8X
<u>Sewer & Water</u>	Concrete				
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Boat Operator	\$84.12	7A	11H	8X
<u>Sewer & Water</u>					
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Bobcat	\$80.41	15J	11G	8X
<u>Sewer & Water</u>					
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Brokk - Remote	\$80.41	15J	11G	8X
<u>Sewer & Water</u>	Demolition Equipment				
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Brooms	\$80.41	15J	11G	8X
<u>Sewer & Water</u>					
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Bump Cutter	\$84.75	15J	11G	8X
<u>Sewer & Water</u>					
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Cableways	\$85.52	15J	11G	8X
<u>Sewer & Water</u>					
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Chipper	\$84.75	15J	11G	8X
<u>Sewer & Water</u>					
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<u>Power Equipment</u>					
<u>Operators- Underground</u>	Compressor	\$80.41	15J	11G	8X
<u>Sewer & Water</u>					
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<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete Finish Machine - Laser Screed	\$80.41	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$84.12	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$85.52	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$84.75	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Conveyors	\$84.12	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes Friction: 200 tons and over	\$86.68	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes, A-frame: 10 tons and under	\$79.12	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.97	7A	11H	8X

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 20 tons through 44 tons with attachments	\$83.38	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.84	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.68	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$84.12	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: Friction cranes through 199 tons	\$85.84	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.74	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Crusher	\$84.75	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Deck Engineer/Deck Winches (power)	\$84.75	15J	11G	8X

<u>Power Equipment</u>	Derricks, On Building				
<u>Operators- Underground</u>	Work	\$84.12	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Dozers D-9 & Under	\$84.12	15J	11G	8X
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Drill Oilers: Auger Type,	\$84.12	15J	11G	8X
<u>Operators- Underground</u>	Truck Or Crane Mount				
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Drilling Machine	\$86.39	15J	11G	8X
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Elevator and man-lift:	\$80.41	15J	11G	8X
<u>Operators- Underground</u>	permanent and shaft type				
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Finishing Machine, Bidwell	\$84.75	15J	11G	8X
<u>Operators- Underground</u>	And Gamaco & Similar				
<u>Sewer & Water</u>	Equipment				
<u>Power Equipment</u>	Forklift: 3000 lbs and over	\$84.12	15J	11G	8X
<u>Operators- Underground</u>	with attachments				
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Forklifts: under 3000 lbs.	\$80.41	15J	11G	8X
<u>Operators- Underground</u>	with attachments				
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Grade Engineer: Using	\$84.75	15J	11G	8X
<u>Operators- Underground</u>	Blue Prints, Cut Sheets,				
<u>Sewer & Water</u>	Etc				

<u>Power Equipment</u>					
<u>Operators- Underground</u>	Gradechecker/Stakeman	\$80.41	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Guardrail Punch	\$84.75	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hard Tail End Dump				
<u>Operators- Underground</u>	Articulating Off- Road	\$85.52	15J	11G	8X
<u>Sewer & Water</u>	Equipment 45 Yards. & Over				
<u>Power Equipment</u>	Hard Tail End Dump				
<u>Operators- Underground</u>	Articulating Off-road	\$84.75	15J	11G	8X
<u>Sewer & Water</u>	Equipment Under 45 Yards				
<u>Power Equipment</u>	Horizontal/Directional Drill				
<u>Operators- Underground</u>	Locator	\$84.12	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Horizontal/Directional Drill				
<u>Operators- Underground</u>	Operator	\$84.75	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hydralifts/boom trucks: 10				
<u>Operators- Underground</u>	tons and under	\$79.12	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hydralifts/boom trucks:				
<u>Operators- Underground</u>	over 10 tons	\$82.74	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Leverman	\$87.28	15J	11G	8X
<u>Operators- Underground</u>					

Sewer & Water

Power Equipment

Operators- Underground

Sewer & Water

Loader, Overhead, 6 Yards.
But Not Including 8 Yards

\$85.52

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Loaders, Overhead Under
6 Yards

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Loaders, Plant Feed

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Loaders: Elevating Type
Belt

\$84.12

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Locomotives, All

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Material Transfer Device

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Mechanics: All (Leadmen -
\$0.50 per hour over
mechanic)

\$86.39

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Motor Patrol Graders

\$85.52

15J

11G

8X

Power Equipment

Operators- Underground

Mucking Machine, Mole,
Tunnel Drill, Boring, Road

\$85.52

15J

11G

8X

<u>Sewer & Water</u>	Header And/or Shield				
<u>Power Equipment</u>	Oil Distributors, Blower				
<u>Operators- Underground</u>	Distribution & Mulch	\$80.41	15J	11G	8X
<u>Sewer & Water</u>	Seeding Operator				
<u>Power Equipment</u>	Outside Hoists (Elevators				
<u>Operators- Underground</u>	and Manlifts), Air Tuggers,	\$84.12	15J	11G	8X
<u>Sewer & Water</u>	Strato				
<u>Power Equipment</u>	Overhead, bridge type				
<u>Operators- Underground</u>	Crane: 20 tons through 44	\$83.38	7A	11H	8X
<u>Sewer & Water</u>	tons				
<u>Power Equipment</u>	Overhead, bridge type:				
<u>Operators- Underground</u>	100 tons and over	\$84.97	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Overhead, bridge type: 45				
<u>Operators- Underground</u>	tons through 99 tons	\$84.12	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Pavement Breaker	\$80.41	15J	11G	8X
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Pile Driver (other Than				
<u>Operators- Underground</u>	Crane Mount)	\$84.75	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Plant Oiler - Asphalt,				
<u>Operators- Underground</u>	Crusher	\$84.12	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Posthole Digger,	\$80.41	15J	11G	8X
<u>Operators- Underground</u>	Mechanical				

Sewer & Water

Power Equipment

Operators- Underground Power Plant \$80.41 **15J** **11G** **8X**

Sewer & Water

Power Equipment

Operators- Underground Pumps - Water \$80.41 **15J** **11G** **8X**

Sewer & Water

Power Equipment

Operators- Underground Quad 9, Hd 41, D10 And \$85.52 **15J** **11G** **8X**

Sewer & Water

Power Equipment

Operators- Underground Quick Tower: no cab, \$84.75 **15J** **11G** **8X**

Sewer & Water

under 100 feet in height
base to boom

Power Equipment

Operators- Underground Remote Control Operator \$85.52 **15J** **11G** **8X**

Sewer & Water

On Rubber Tired Earth
Moving Equipment

Power Equipment

Operators- Underground Rigger and Bellman \$79.12 **7A** **11H** **8X**

Sewer & Water

Power Equipment

Operators- Underground Rigger/Signal Person, \$82.74 **7A** **11H** **8X**

Sewer & Water

Bellman(Certified)

Power Equipment

Operators- Underground Rollagon \$85.52 **15J** **11G** **8X**

Sewer & Water

Power Equipment

Operators- Underground Roller, Other Than Plant \$80.41 **15J** **11G** **8X**

Mix

Sewer & Water

Power Equipment

Operators- Underground

Sewer & Water

Roller, Plant Mix Or Multi-
lift Materials

\$84.12

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Roto-mill, Roto-grinder

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Saws - Concrete

\$84.12

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Scraper, Self Propelled
Under 45 Yards

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Scrapers - Concrete &
Carry All

\$84.12

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Scrapers, Self-propelled:
45 Yards And Over

\$85.52

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Shotcrete/Gunite
Equipment

\$80.41

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Shovel, Excavator,
Backhoe, Tractors Under
15 Metric Tons

\$84.12

15J

11G

8X

Power Equipment

Operators- Underground

Shovel, Excavator,
Backhoe: Over 30 Metric

\$85.52

15J

11G

8X

<u>Sewer & Water</u>	Tons To 50 Metric Tons				
<u>Power Equipment</u>	Shovel, Excavator,				
<u>Operators- Underground</u>	Backhoes, Tractors: 15 To	\$84.75	15J	11G	8X
<u>Sewer & Water</u>	30 Metric Tons				
<u>Power Equipment</u>	Shovel, Excavator,				
<u>Operators- Underground</u>	Backhoes: Over 50 Metric	\$86.39	15J	11G	8X
<u>Sewer & Water</u>	Tons To 90 Metric Tons				
<u>Power Equipment</u>	Shovel, Excavator,				
<u>Operators- Underground</u>	Backhoes: Over 90 Metric	\$87.28	15J	11G	8X
<u>Sewer & Water</u>	Tons				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Slipform Pavers	\$85.52	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Spreader, Topsider &	\$85.52	15J	11G	8X
<u>Sewer & Water</u>	Screedman				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Subgrader Trimmer	\$84.75	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Tower Bucket Elevators	\$84.12	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Tower Crane: over 175'	\$85.84	7A	11H	8X
<u>Sewer & Water</u>	through 250' in height, base to boom				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Tower crane: up to 175' in	\$84.97	7A	11H	8X
	height base to boom				

Sewer & Water

Power Equipment

Operators- Underground

Sewer & Water

Tower Cranes: over 250' in
height from base to boom

\$86.68

7A

11H

8X

Power Equipment

Operators- Underground

Sewer & Water

Transporters, All Track Or
Truck Type

\$85.52

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Trenching Machines

\$84.12

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Truck Crane Oiler/Driver:
100 tons and over

\$83.38

7A

11H

8X

Power Equipment

Operators- Underground

Sewer & Water

Truck crane oiler/driver:
under 100 tons

\$82.74

7A

11H

8X

Power Equipment

Operators- Underground

Sewer & Water

Truck Mount Portable
Conveyor

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Vac Truck (Vactor Guzzler,
Hydro Excavator)

\$84.75

15J

11G

8X

Power Equipment

Operators- Underground

Sewer & Water

Welder

\$85.52

15J

11G

8X

Power Equipment

Operators- Underground

Wheel Tractors, Farmall
Type

\$80.41

15J

11G

8X

Sewer & Water

Power Equipment

Operators- Underground Yo Yo Pay Dozer \$84.75 **15J** **11G** **8X**

Sewer & Water

Power Line Clearance Tree
Trimmers Journey Level In Charge \$64.20 **5A** **4A**

Power Line Clearance Tree
Trimmers Spray Person \$60.74 **5A** **4A**

Power Line Clearance Tree
Trimmers Tree Equipment Operator \$64.20 **5A** **4A**

Power Line Clearance Tree
Trimmers Tree Trimmer \$57.29 **5A** **4A**

Power Line Clearance Tree
Trimmers Tree Trimmer
Groundperson \$43.05 **5A** **4A**

Refrigeration & Air
Conditioning Mechanics Journey Level \$95.46 **5A** **1G**

Residential Brick Mason Journey Level \$22.01 **1**

Residential Carpenters Journey Level \$26.25 **1**

Residential Cement Masons Journey Level \$39.88 **1**

Residential Drywall
Applicators Journey Level \$51.52 **15J** **4C**

Residential Drywall Tapers Journey Level \$25.84 **1**

Residential Electricians Journey Level \$44.11 **1**

Residential Glaziers	Journey Level	\$56.50	7L	1H
Residential Insulation Applicators	Journey Level	\$18.03		1
Residential Laborers	Journey Level	\$16.66		1
Residential Marble Setters	Journey Level	\$22.01		1
Residential Painters	Journey Level	\$20.85		1
Residential Plumbers & Pipefitters	Journey Level	\$40.60		1
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$45.45		1
Residential Sheet Metal Workers	Journey Level	\$32.91		1
Residential Soft Floor Layers	Journey Level	\$22.03		1
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$53.48		1
Residential Stone Masons	Journey Level	\$71.82	7E	1N
Residential Terrazzo Workers	Journey Level	\$16.66		1
Residential Terrazzo/Tile Finishers	Journey Level	\$39.09		1
Residential Tile Setters	Journey Level	\$35.40		1

<u>Roofers</u>	Journey Level	\$67.45	5A	3H
<u>Roofers</u>	Using Irritable Bituminous Materials	\$70.45	5A	3H
<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$99.92	7F	1E
Shipbuilding & Ship Repair	New Construction Boilermaker	\$58.93	7X	4J
Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Electrician	\$58.98	7X	4J
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$91.81	15H	11C
Shipbuilding & Ship Repair	New Construction Laborer	\$58.60	7X	4J
Shipbuilding & Ship Repair	New Construction Machinist	\$58.79	7X	4J
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Painter	\$58.72	7X	4J
Shipbuilding & Ship Repair	New Construction Pipefitter	\$59.07	7X	4J

Shipbuilding & Ship Repair	New Construction Rigger	\$58.93	7X	4J
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$58.68	7X	4J
Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$58.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$58.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K
Shipbuilding & Ship Repair	Ship Repair Electrician	\$58.98	7X	4J
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$91.81	15H	11C
Shipbuilding & Ship Repair	Ship Repair Laborer	\$58.60	7X	4J
Shipbuilding & Ship Repair	Ship Repair Machinist	\$58.79	7X	4J
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K
Shipbuilding & Ship Repair	Ship Repair Painter	\$58.72	7X	4J
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$59.07	7X	4J

Shipbuilding & Ship Repair	Ship Repair Rigger	\$58.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$58.68	7X	4J
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K
<u>Sign Makers & Installers</u> (Electrical)	Journey Level	\$60.46	0	1
<u>Sign Makers & Installers</u> (Non-Electrical)	Journey Level	\$38.53	0	1
<u>Soft Floor Layers</u>	Journey Level	\$63.29	15J	4C
<u>Solar Controls For Windows</u>	Journey Level	\$16.66		1
<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$98.99	5C	1X
<u>Stage Rigging Mechanics</u> (Non Structural)	Journey Level	\$16.66		1
<u>Stone Masons</u>	Journey Level	\$71.82	7E	1N
<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$16.66		1
<u>Surveyors</u>	Assistant Construction Site Surveyor	\$82.74	7A	11H 8X
<u>Surveyors</u>	Chainman	\$79.12	7A	11H 8X

<u>Surveyors</u>	Construction Site Surveyor	\$84.12	7A	11H	8X
<u>Surveyors</u>	Drone Operator (when used in conjunction with survey work only)	\$79.12	7A	11H	8X
<u>Surveyors</u>	Ground Penetrating Radar Operator	\$79.12	7A	11H	8X
<u>Telecommunication Technicians</u>	Journey Level	\$69.69	7E	1E	
<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$41.35	5A	2B	
<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$27.31	5A	2B	
<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.53	5A	2B	
<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$39.07	5A	2B	
<u>Terrazzo Workers</u>	Journey Level	\$67.51	7E	1N	
<u>Tile Setters</u>	Journey Level	\$65.51	7E	1N	
<u>Tile, Marble & Terrazzo Finishers</u>	Finisher	\$56.34	7E	1N	
<u>Traffic Control Stripers</u>	All cleanup required in connection with traffic control stripers work (Group 1)	\$92.44	15L	1K	

<u>Traffic Control Stripers</u>	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of guard rail and posts and similar protective devices (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	15L	1K
<u>Traffic Control Stripers</u>	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	15L	1K
<u>Traffic Control Stripers</u>	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety	\$62.69	15L	1K

	and control devices/barricades (Group 2)				
<u>Traffic Control Stripers</u>	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	15L	1K	
<u>Traffic Control Stripers</u>	Preparation and maintenance of all surfaces (Group 1)	\$92.44	15L	1K	
<u>Traffic Control Stripers</u>	Seal coating, slurry coating and other surface protection (Group 2)	\$62.69	15L	1K	
<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards	\$78.65	15J	11M	8L
<u>Truck Drivers</u>	Asphalt Mix To 16 Yards	\$77.81	15J	11M	8L
<u>Truck Drivers</u>	Dump Truck	\$77.81	15J	11M	8L
<u>Truck Drivers</u>	Dump Truck & Trailer	\$78.65	15J	11M	8L
<u>Truck Drivers</u>	Other Trucks	\$78.65	15J	11M	8L
<u>Truck Drivers - Ready Mix</u>	Transit Mix	\$78.65	15J	11M	8L
<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$16.66		1	
<u>Well Drillers & Irrigation Pump Installers</u>	Oiler	\$16.66		1	

Well Drillers & Irrigation

Well Driller

\$16.66

1

Pump Installers

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

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

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

EXCEPTION:

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

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

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

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

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

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

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

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

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

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

Overtime Codes Continued

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

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

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

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

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

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

11. F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Overtime Codes Continued

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

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- 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.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- 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.
- 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.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

11. T. 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.
- U. 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.
- If, due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

Holiday Codes Continued

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

Holiday Codes Continued

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

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

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

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). 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.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). 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.
- N. 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). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

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

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

- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

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

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

Note Codes Continued

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

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

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

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

- (A) – 130’ to 199’ – \$0.50 per hour over their classification rate.
- (B) – 200’ to 299’ – \$0.80 per hour over their classification rate.
- (C) – 300’ and over – \$1.00 per hour over their classification rate.

Note Codes Continued

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

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

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

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

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

9. I. 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'.

Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

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Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

CARP0003-006 06/01/2021

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

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

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

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

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

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

 CARP0030-004 06/01/2021

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

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

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 CARP0059-002 06/01/2024

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

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 41.86	16.56
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 47.41	16.61
GROUP 4.....	\$ 45.86	16.56
GROUP 5.....	\$ 105.46	16.56
GROUP 6.....	\$ 51.73	16.56
GROUP 7.....	\$ 52.73	16.56
GROUP 8.....	\$ 48.41	16.56
GROUP 9.....	\$ 55.73	16.56

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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

DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

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

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

 CARP0770-003 06/01/2021

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

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

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 ELEC0046-001 08/05/2024

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 80.94	31.06
ELECTRICIAN.....	\$ 73.58	30.84

*** ELEC0048-003 01/01/2025**

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

HOURLY ZONE PAY:

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

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

Zone Pay:

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

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

*** ELEC0048-029 01/01/2025**

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

ELEC0073-001 07/01/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	18.03

*** ELEC0076-002 08/31/2024**

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

	Rates	Fringes
CABLE SPLICER.....	\$ 67.06	25.95
ELECTRICIAN.....	\$ 60.96	25.67

*** ELEC0112-005 06/01/2024**

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

	Rates	Fringes
CABLE SPLICER.....	\$ 60.90	26.01
ELECTRICIAN.....	\$ 58.00	25.92

 ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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

ENGI0302-003 06/01/2024

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 59.54	26.57
Group 1AA.....	\$ 60.40	26.57
Group 1AAA.....	\$ 61.27	26.57
Group 1.....	\$ 58.67	26.57
Group 2.....	\$ 57.92	26.57
Group 3.....	\$ 57.27	26.57
Group 4.....	\$ 53.62	26.57

Zone Differential (Add to Zone 1 rates):

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

 ENGI0370-002 06/01/2024

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

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.91	22.45
GROUP 2.....	\$ 36.28	22.45
GROUP 3.....	\$ 36.99	22.45
GROUP 4.....	\$ 37.18	22.45
GROUP 5.....	\$ 37.37	22.45
GROUP 6.....	\$ 37.69	22.45
GROUP 7.....	\$ 38.01	22.45
GROUP 8.....	\$ 39.88	22.45

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

NOTE:

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

HAZMAT:

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

 ENGI0612-001 06/01/2024

PIERCE County

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 59.46	26.07
GROUP 1AA.....	\$ 60.32	26.07
GROUP 1AAA.....	\$ 61.17	26.07
GROUP 1.....	\$ 58.60	26.07
GROUP 2.....	\$ 57.85	26.07
GROUP 3.....	\$ 57.21	26.07
GROUP 4.....	\$ 53.58	26.07

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 ENGI0612-012 06/01/2024

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 58.33	26.07
GROUP 1AA.....	\$ 59.19	26.07
GROUP 1AAA.....	\$ 60.02	26.07
GROUP 1.....	\$ 57.48	26.07
GROUP 2.....	\$ 56.75	26.07
GROUP 3.....	\$ 56.11	26.07
GROUP 4.....	\$ 52.53	26.07

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.
- H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0701-002 01/01/2022

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):
 Zone 2 - \$3.00
 Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

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

IRON0014-005 01/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 38.91	32.27

IRON0029-002 01/02/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/01/2024

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.91	32.27

IRON0086-004 01/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 53.45	34.02

LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1.....	\$ 30.88	15.70
GROUP 2.....	\$ 33.72	15.70
GROUP 3.....	\$ 34.03	15.70
GROUP 4.....	\$ 34.33	15.70
GROUP 5.....	\$ 34.64	15.70
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60
GROUP 5.....	\$ 37.64	15.60

LABORERS CLASSIFICATIONS

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

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

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

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

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

LABO0238-006 06/01/2023

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

	Rates	Fringes
Hod Carrier.....	\$ 34.97	15.70

LABO0242-003 06/01/2022

KING COUNTY

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

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

Group 6: Miner

LABO0252-010 06/01/2022

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

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

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

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

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):
 Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

PAIN0005-004 03/01/2009

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

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 04/01/2024

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 37.69	14.92
Spray and Sandblasting.....	\$ 37.69	14.92

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 04/01/2024

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 37.69	14.92

PLAS0072-004 06/01/2023

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

* PLAS0528-001 06/01/2024

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 54.16	21.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 54.66	21.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 54.66	21.27

PLAS0555-002 06/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2024

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 33.09	17.63
GROUP 2.....	\$ 33.24	17.63
GROUP 3.....	\$ 33.40	17.63
GROUP 4.....	\$ 33.72	17.63
GROUP 5.....	\$ 33.97	17.63
GROUP 6.....	\$ 34.18	17.63
GROUP 7.....	\$ 34.42	17.63

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2024

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

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 52.88	26.52
GROUP 2:.....	\$ 52.04	26.52
GROUP 3:.....	\$ 49.23	26.52
GROUP 4:.....	\$ 44.26	26.52
GROUP 5:.....	\$ 52.43	26.52

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 36.83	20.93
GROUP 2.....	\$ 39.47	20.93
GROUP 3.....	\$ 39.58	20.93
GROUP 4.....	\$ 39.91	20.93
GROUP 5.....	\$ 40.02	20.93
GROUP 6.....	\$ 40.22	20.93
GROUP 7.....	\$ 40.56	20.93
GROUP 8.....	\$ 40.88	20.93
AREA 2:		
GROUP 1.....	\$ 33.83	20.93
GROUP 2.....	\$ 36.47	20.93
GROUP 3.....	\$ 36.58	20.93
GROUP 4.....	\$ 36.91	20.93
GROUP 5.....	\$ 37.02	20.93
GROUP 6.....	\$ 37.22	20.93
GROUP 7.....	\$ 37.56	20.93
GROUP 8.....	\$ 37.88	20.93

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

BASE POINTS: Spokane, Pasco, Lewiston

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

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA 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.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.