

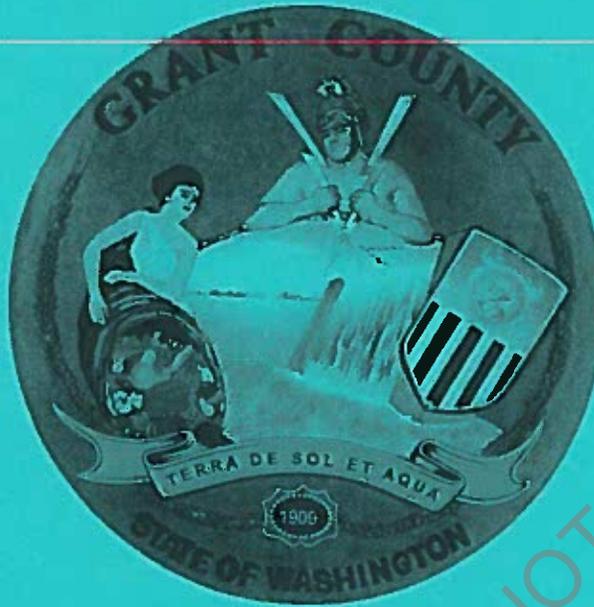
# GRANT COUNTY PUBLIC WORKS DEPARTMENT

**Jeff Tincher, P.E.**  
Director of Public Works and  
County Road Engineer  
Ephrata (509) 754-6082

**Jerome Wawers**  
Assistant Director of Public Works  
Ephrata (509) 754-6082

**Bob Bersanti**  
Design/Construction Engineer  
Ephrata (509) 754-6082

**Janice Goeden, Supervisor**  
Solid Waste  
Ephrata (509) 754-4319



**Ed Lawry**  
Supervisor  
Road District #1  
Ephrata (509) 754-6586

**Mike Detrollo, Supervisor**  
Road District #2  
Moses Lake (509) 765-4172

**John Brissey, Supervisor**  
Road District #3  
Quincy (509) 787-2321

**Andrew Booth, Supervisor**  
Bridges  
Ephrata (509) 754-6082

## CONTRACT PROVISIONS and PLANS

### For Construction of:

**BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26)**

**CRP 17-01**

**STPR-13EP(001)**

**TA- 6142**

**Sealed Bids will be Opened on**

**August 14, 2017**

**at**

**2:00 P.M.**

**at the Office of the**

**Board of County Commissioners**

**Grant County Courthouse**

**P.O. Box 37**

**35 C Street NW, Room 207**

**Ephrata, Washington 98823**

## NOTICE TO CONTRACTORS

Sealed bids, plainly marked "**BID FOR BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW – Room 207, Ephrata, WA, 98823, until **2:00 P.M., Monday, August 14, 2017** and will then and there be opened and publicly read for the construction of the improvements.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. No conditional bid bond will be accepted. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Grant County.

Maps, plans and specifications may be purchased from the office of the County Engineer, 124 Enterprise St. S.E., Ephrata, WA 98823, upon payment of the amount of \$25.00 (non-refundable).

Informational copies of the maps, plans and specifications are on file for inspection at the Grant County Public Works Building, 124 Enterprise St. S.E., Ephrata, WA 98823, and in various plan centers located in Washington.

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

The Board of County Commissioners of Grant County, Washington, reserves the right to reject any and all bids. The award of this contract, if made, will be to the lowest responsible bidder.

The improvement for which bids will be received follows:

### **BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26) – CRP 17-01**

This contract provides for the construction of 7.20 miles of HMA overlay on Beverly Burke Road, from MP 0.00 to MP 7.20, a two lane county road in Grant County, WA, and includes planing bituminous pavement, shoulder finishing, hot mix asphalt, project temporary traffic control, painted centerline and edge line and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

# GRANT COUNTY PUBLIC WORKS

## CRP 17-01

### BEVERLY BURKE ROAD OVERLAY PROJECT

### (SR 243 TO SR 26)

#### NOTICE TO ALL PLANHOLDERS

Grant County Department of Public Works may be contacted to answer questions regarding these bid documents and to show this project to prospective bidders at:

124 Enterprise St. S.E.  
Ephrata, WA. 98823  
Phone: (509)754-6082 Fax (509)754-6087

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my direct supervision, or as a result of certified recommendations provided by other licensed professionals.



Jeffrey C. Tincher P.E.  
County Road Engineer

7/18/2017  
Date

## BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed in full as required:

- (A) **PROPOSAL**  
The unit prices bid must be shown in the spaces provided. Show unit prices in figures only. All extensions of the unit prices must be shown in the spaces provided.
- (B) **PROPOSAL SIGNATURE SHEET**  
To be filled in and signed by the bidder.
- (C) **STATEMENT OF CONTRACTOR QUALIFICATIONS**  
To be filled in and signed by the bidder.
- (D) **BID BOND**  
This form is to be executed by the bidder and his surety company unless the bid is accompanied by cash, certified or cashier's check. The amount of this bond shall be equal to 5% of the total amount bid and may be shown in dollars or on a percentage basis.
- (E) **Non-Collusion Declaration (272-0361)**. To be submitted with the bid proposal
- (F) **Local Agency Subcontractor List (271-015A)**  
Prepared in compliance with RCW 39.30.060 as amended. If applicable, to be submitted with the bid proposal
- (G) **Underutilized Disadvantaged Business Enterprise Utilization Certification (272-056A)**. If applicable, to be submitted with the bid proposal
- (H) **Disadvantaged Business Enterprise (DBE) Written Confirmation Document (422-031A)**. If applicable, to be submitted with the bid proposal

The following forms are to be executed after the contract is awarded:

- (I) **CONTRACT**  
This agreement is to be executed by the successful bidder, his surety company, and Grant County.
- (J) **CONTRACT BOND**  
To be executed by the successful bidder and his surety company.

**TABLE OF CONTENTS**

**AMENDMENTS TO THE STANDARD SPECIFICATIONS .....1**

**INTRODUCTION TO THE SPECIAL PROVISIONS .....53**

**DIVISION 1 GENERAL REQUIREMENTS.....53**

**DEFINITIONS AND TERMS.....53**

**AWARD AND EXECUTION OF CONTRACT .....60**

**CONTROL OF MATERIAL.....65**

**LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC.....67**

**TEMPORARY TRAFFIC CONTROL.....96**

**DIVISION 4 BASES.....100**

**BALLAST AND CRUSHED SURFACING .....100**

**DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS .....101**

**DIVISION 8 MISCELLANEOUS CONSTRUCTION .....103**

**MONUMENT CASES .....103**

**PAVEMENT MARKING.....104**

Proposal ..... Proposal Page 1 - 8

Contract ..... Contract Page 1 -4

**Appendices**

- Title VI – Contractor Requirements
- Federal Aid Provisions – FHWA 1273
- Wage Rates – Federal
- Wage Rates – State
- Plans

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2016  
3 Standard Specifications for Road, Bridge, and Municipal Construction.

4  
5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

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

11  
12 Each Amendment contains all current revisions to the applicable section of the Standard  
13 Specifications and may include references which do not apply to this particular project.  
14

15 **Section 1-01, Definitions and Terms**  
16 **August 1, 2016**

17 **1-01.3 Definitions**

18 The following new term and definition is inserted after the eighth paragraph:

19  
20 **Cold Weather Protection Period** – A period of time 7 days from the day of concrete  
21 placement or the duration of the cure period, whichever is longer.  
22

23 **Section 1-02, Bid Procedures and Conditions**  
24 **June 1, 2017**

25 **1-02.4(1) General**

26 The first sentence of the last paragraph is revised to read:

27  
28 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,  
29 shall request the explanation or interpretation in writing by close of business on the  
30 Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders  
31 before the submission of their Bids.  
32

33 **1-02.6 Preparation of Proposal**  
34 *(June 20, 2017 APWA GSP)*  
35

36 Supplement the second paragraph with the following:

- 37 4. If a minimum bid amount has been established for any item, the unit or lump sum price  
38 must equal or exceed the minimum amount stated.
- 39 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed  
40 by the signer of the bid.  
41

42 Delete the fourth paragraph and replace it with the following:

43  
44 The Bidder shall submit with the Bid a completed Underutilized Disadvantaged Business  
45 Enterprise (UDBE) Utilization Certification, when required by the Special Provisions. For  
46 each and every UDBE firm listed on the Bidder's completed Underutilized Disadvantaged  
47 Business Enterprise Utilization Certification, the Bidder shall submit written confirmation  
48 from that UDBE firm that the UDBE is in agreement with the UDBE participation commitment

1 that the Bidder has made in the Bidder's completed Underutilized Disadvantaged Business  
2 Enterprise Utilization Certification. WSDOT Form 422-031U (Underutilized Disadvantaged  
3 Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder  
4 must submit good faith effort documentation with the Underutilized Disadvantaged Business  
5 Enterprise Utilization Certification only in the event the bidder's efforts to solicit sufficient  
6 UDBE participation have been unsuccessful. Directions for delivery of the Underutilized  
7 Disadvantaged Business Enterprise Written Confirmation Documents and Underutilized  
8 Disadvantaged Business Enterprise Good Faith Effort documentation are included in  
9 Sections 1-02.9

10  
11 Delete the last paragraph, and replace it with the following:

12  
13 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

14  
15 A bid by a corporation shall be executed in the corporate name, by the president or a vice  
16 president (or other corporate officer accompanied by evidence of authority to sign).

17  
18 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A  
19 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE  
20 requirements are to be satisfied through such an agreement.

21  
22 A bid by a joint venture shall be executed in the joint venture name and signed by a member  
23 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid  
24 Form if any UDBE requirements are to be satisfied through such an agreement.

25  
26 **1-02.9 Delivery of Proposal**

27 *(June 20, 2017 APWA GSP, Option A)*

28  
29 Delete this section and replace it with the following:

30  
31 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project  
32 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as  
33 otherwise required in the Bid Documents, to ensure proper handling and delivery.

34  
35 If the project has FHWA funding and requires UDBE Written Confirmation Document(s) or  
36 Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall  
37 submit Written Confirmation Documentation from each UDBE firm listed on the Bidder's  
38 completed UDBE Utilization Certification, form 272-056U, as required by Section 1-02.6.  
39 The UDBE Written Confirmation Document(s) and/or GFE (if any) shall be received either  
40 with the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received **no**  
41 **later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for  
42 delivery of the Bid Proposal.

43  
44 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed  
45 envelope labeled the same as for the Proposal, with "UDBE Supplemental Information"  
46 added. All other information required to be submitted with the Bid Proposal must be  
47 submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

48  
49 The Contracting Agency will not open or consider any Bid Proposal that is received after the  
50 time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other  
51 than that specified in the Call for Bids. The Contracting Agency will not open or consider  
52 any UDBE confirmations or GFE documentation that is received after the time specified  
53 above, or received in a location other than that specified in the Call for Bids.

1 **1-02.12 Public Opening of Proposals**

2 This section is supplemented with the following new paragraph:

3  
4 If an emergency or unanticipated event interrupts normal work processes of the Contracting  
5 Agency so that Proposals cannot be opened at the time indicated in the call for Bids the  
6 time specified for opening of Proposals will be deemed to be extended to the same time of  
7 day on the first work day on which the normal work processes of the Contracting Agency  
8 resume.

9  
10 **1-02.13 Irregular Proposals**

11 *(June 20, 2017 APWA GSP)*

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

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

1 **1-02.15 Pre Award Information**  
2 *(August 14, 2013 APWA GSP)*

3  
4 Revise this section to read:

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

- 8 1. A complete statement of the origin, composition, and manufacture of any or all  
9 materials to be used,
  - 10 2. Samples of these materials for quality and fitness tests,
  - 11 3. A progress schedule (in a form the Contracting Agency requires) showing the order  
12 of and time required for the various phases of the work,
  - 13 4. A breakdown of costs assigned to any bid item,
  - 14 5. Attendance at a conference with the Engineer or representatives of the Engineer,
  - 15 6. Obtain, and furnish a copy of, a business license to do business in the city or county  
16 where the work is located.
  - 17 7. Any other information or action taken that is deemed necessary to ensure that the  
18 bidder is the lowest responsible bidder.
- 19

20 **Section 1-04, Scope of the Work**  
21 **June 1, 2017**

22 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
23 **Specifications, and Addenda**

24 The following new paragraph is inserted before the second to last paragraph:

25  
26 Whenever reference is made in these Specifications or the Special Provisions to codes,  
27 rules, specifications, and standards, the reference shall be construed to mean the code,  
28 rule, specification, or standard that is in effect on the Bid advertisement date, unless  
29 otherwise stated or as required by law.

30  
31 **1-04.3 Reference Information**

32 This section is supplemented with the following new sentence:

33  
34 If a document that is provided as reference information contains material also included as a  
35 part of the Contract, that portion of the document shall be considered a part of the Contract  
36 and not as Reference Information.

37  
38 **1-04.4(2)A General**

39 Item number 4 in the third paragraph is revised to read:

- 40  
41 4. Provide substitution for deleted or reduced Condition of Award Work, Apprentice  
42 Utilization and Training.
- 43

44 **Section 1-06, Control of Material**  
45 **January 4, 2016**

46 This section is supplemented with the following new section and subsections:  
47

1 **1-06.6 Recycled Materials**

2 The Contractor shall make their best effort to utilize recycled materials in the construction of  
3 the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a  
4 requirement of the Contract.  
5

6 The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working  
7 Drawing within 30 calendar days after the Contract is executed. The plan shall provide the  
8 Contractor's anticipated usage of recycled materials for meeting the requirements of these  
9 Specifications. The quantity of recycled materials will be provided in tons and as a  
10 percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on  
11 Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not  
12 include Work that requires the use of a material that is included in the requirements for  
13 using materials the Contractor may state in their plan that no recycled materials are  
14 proposed for use.  
15

16 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
17 that were utilized in the construction of the project for each of the items listed in Section 9-  
18 03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
19 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and  
20 aggregates from concrete returned to the supplier). The Contractor's report shall be  
21 provided on DOT Form 350-075 Recycled Materials Reporting.  
22

23 **1-06.6(1) Recycling of Aggregate and Concrete Materials**

24 **1-06.6(1)A General**

25 The minimum quantity of recycled concrete aggregate shall be 25 percent of the total  
26 quantity of aggregate that is incorporated into the Contract for those items listed in Section  
27 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that  
28 allow the use of recycled concrete aggregate. The percentage of recycled material  
29 incorporated into the project for meeting the required percentage will be calculated in tons  
30 based on the quantity of recycled concrete used on the entire Contract and not as  
31 individual items.  
32

33 If the Contractor's total cost for Work with recycled concrete aggregate is greater than  
34 without the Contractor may choose to not use recycled concrete aggregate. When the  
35 Contractor does not meet the minimum requirement of 25 percent recycled concrete  
36 aggregate for the Contract due to costs or any other reason the following shall be  
37 submitted:  
38

- 39
- 40 1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on  
41 the Contract. The cost estimate shall include the following:  
42
    - 43 a. The estimated costs for the Work for each material with 25 percent recycled  
44 concrete aggregate. The cost estimate shall include for each material a copy  
45 of the price quote from the supplier with the lowest total cost for the Work.  
46
    - 47 b. The estimated costs for the Work for each material without recycled concrete  
48 aggregate.  
49

50 The Contractor's cost estimates shall be submitted as an attachment to the Recycled  
51 Materials Reporting form.  
52

1 **Section 1-07, Legal Relations and Responsibilities to the Public**  
2 **January 3, 2017**

3 **1-07.1 Laws to be Observed**

4 In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting  
5 Agency".  
6

7 **1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

8 The last three sentences of the first paragraph are deleted and replaced with the following new  
9 sentence:  
10

11 The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or  
12 rental of tools, machinery, equipment, or consumable supplies not integrated into the  
13 project, in the unit bid prices.  
14

15 **1-07.3(1) Forest Fire Prevention**

16 This section is supplemented with the following new subsections:  
17

18 **1-07.3(1)A Fire Prevention Control and Countermeasures Plan**

19 The Contractor shall prepare and implement a project-specific fire prevention, control, and  
20 countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall  
21 submit a Type 2 Working Drawing no later than the date of the preconstruction conference.  
22

23 **1-07.3(1)A1 FPCC Plan Implementation Requirements**

24 The Contractor's FPCC Plan shall be fully implemented at all times. The Contractor  
25 shall update the FPCC Plan throughout project construction so that the plan reflects  
26 actual site conditions and practices. The Contractor shall update the FPCC Plan at  
27 least annually and maintain a copy of the updated FPCC Plan that is available for  
28 inspection on the project site. Revisions to the FPCC Plan and the Industrial Fire  
29 Precaution Level (IFPL) shall be discussed at the weekly project safety meetings.  
30

31 **1-07.3(1)A2 FPCC Plan Element Requirements**

32 The FPCC Plan shall include the following:  
33

- 34 1. The names, titles, and contact information for the personnel responsible for  
35 implementing and updating the plan.  
36
- 37 2. The names and telephone numbers of the Federal, State, and local agencies  
38 the Contractor shall notify in the event of a fire.  
39
- 40 3. All potential fire causing activities such as welding, cutting of metal, blasting,  
41 fueling operations, etc.  
42
- 43 4. The location of fire extinguishers, water, shovels, and other firefighting  
44 equipment.  
45
- 46 5. The response procedures the Contractor shall follow in the event of a fire.  
47

48 Most of Washington State is covered under the IFPL system which, by law, is managed  
49 by the Department of Natural Resources (DNR). It is the Contractor's responsibility to  
50 be familiar with the DNR requirements and to verify whether or not IFPL applies to the  
51 specific project.  
52

1 If the Contractor wishes to continue a work activity that is prohibited under an industrial  
2 fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a  
3 copy to the Engineer prior to continuation of work on the project.  
4

5 If the IFPL requirements prohibit the Contractor from performing Work the Contractor  
6 may be eligible for an unworkable day in accordance with Section 1-08.5.  
7

8 The Contractor shall comply with the requirements of these provisions at no additional  
9 cost to the Contracting Agency.  
10

### 11 **1-07.8 High-Visibility Apparel**

12 The last paragraph is revised to read:

13  
14 High-visibility garments shall be labeled as, and in a condition compliant with the  
15 ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer  
16 recommendations.  
17

#### 18 **1-07.8(1) Traffic Control Personnel**

19 In this section, references to "ANSI/ISEA 107-2004" are revised to read "ANSI/ISEA 107".  
20

#### 21 **1-07.8(2) Non-Traffic Control Personnel**

22 In this section, the reference to "ANSI/ISEA 107-2004" is revised to read "ANSI/ISEA 107".  
23

#### 24 **1-07.9(2) Posting Notices**

25 Items 1 and 2 are revised to read:

- 26  
27 1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment**  
28 **Opportunity IS THE LAW** published by US Department of Labor. Post for projects  
29 with federal-aid funding.  
30
- 31 2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal  
32 Highway Administration (FHWA). Post for projects with federal-aid funding.  
33

34 Items 5, 6 and 7 are revised to read:

- 35  
36 5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The**  
37 **Family And Medical Leave Act** published by US Department of Labor. Post on all  
38 projects.  
39
- 40 6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US  
41 Department of Labor. Post on all projects.  
42
- 43 7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington  
44 State Department of Labor and Industries. Post on all projects.  
45

46 Items 9 and 10 are revised to read:

- 47  
48 9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by  
49 Washington State Department of Labor and Industries (L&I). Post on all projects.  
50
- 51 10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State  
52 Employment Security Department. Post on all projects.  
53

1 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

2 The second sentence of the first paragraph is deleted.

3  
4 The first sentence of the second paragraph is revised to read:

5  
6 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other  
7 materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

8  
9 Item number four of the fourth paragraph (up until the colon) is revised to read:

- 10  
11 4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous  
12 materials brought or generated on-site, including but not limited to materials used for  
13 equipment operation, refueling, maintenance, or cleaning:

14  
15 The first sentence of item 7e of the fourth paragraph is revised to read:

16  
17 BMP methods and locations where they are used to prevent discharges to ground or water  
18 during mixing and transfer of hazardous materials and fuel.

19  
20 The last paragraph is deleted.

21  
22 **Section 1-08, Prosecution and Progress**  
23 **June 1, 2017**

24 **1-08.1 Subcontracting**

25 The eighth and ninth paragraphs are revised to read:

26  
27 On all projects, the Contractor shall certify to the actual amounts paid to all firms that were  
28 used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or  
29 service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran  
30 or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer  
31 on a monthly basis each month between Execution of the Contract and Physical  
32 Completion of the Contract using the application available at:  
33 <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month  
34 between Execution of the Contract and Physical Completion regardless of whether  
35 payments were made or work occurred.

36  
37 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,  
38 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.  
39 Whenever the Contractor withholds payment to a Subcontractor for any reason including  
40 disputed amounts, the Contractor shall provide notice within 10 calendar days to the  
41 Subcontractor with a copy to the Contracting Agency identifying the reason for the  
42 withholding and a clear description of what the Subcontractor must do to have the  
43 withholding released. Retainage withheld by the Contractor prior to completion of the  
44 Subcontractors work is exempt from reporting as a payment withheld and is not included in  
45 the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for  
46 deferred payments shall be submitted to the Engineer concurrently with notification to the  
47 Subcontractor.

48  
49 **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage**  
50 **Withheld**

51 In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".

1  
2 The last sentence in item number 11 of the first paragraph is revised to read:

3  
4 The Contractor may also require any documentation from the Subcontractor that is required  
5 by the subcontract or by the Contract between the Contractor and Contracting Agency or by  
6 law such as affidavits of wages paid, and material acceptance certifications to the extent  
7 that they relate to the Subcontractor's Work.  
8

9 Item number 12 of the first paragraph is revised to read:

10  
11 12. If the Contractor fails to comply with the requirements of the Specification and the  
12 Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will  
13 be subject to the actions described in No. 7 listed above. The Subcontractor may also  
14 seek recovery against the Contractor under applicable prompt pay statutes in addition  
15 to any other remedies provided for by the subcontract or by law.  
16

### 17 **1-08.5 Time for Completion**

18 In item 2c of the last paragraph, "Quarterly Reports" is revised to read "Monthly Reports".  
19  
20

## 21 **Section 1-08, Prosecution and Progress** 22 **January 3, 2017**

### 23 **1-08.1 Subcontracting**

24 The second sentence of the second to last paragraph is revised to read:

25  
26 Whenever the Contractor withholds payment to a Subcontractor for any reason including  
27 disputed amounts, the Contractor shall provide notice within 10 calendar days to the  
28 Subcontractor with a copy to the Contracting Agency identifying the reason for the  
29 withholding and a clear description of what the Subcontractor must do to have the  
30 withholding released.  
31

32 The fourth sentence of the second to last paragraph is revised to read:

33  
34 The Monthly Payment Summary shall include all Subcontractors that performed work that  
35 was paid on the progress estimate by the Contracting Agency.  
36

#### 37 **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage** 38 **Withheld**

39 In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".  
40

41 The last sentence in item number 11 of the first paragraph is revised to read:

42  
43 The Contractor may also require any documentation from the Subcontractor that is required  
44 by the subcontract or by the Contract between the Contractor and Contracting Agency or by  
45 law such as affidavits of wages paid, and material acceptance certifications to the extent  
46 that they relate to the Subcontractor's Work.  
47

48 Item number 12 of the first paragraph is revised to read:  
49

1 12. If the Contractor fails to comply with the requirements of the Specification and the  
2 Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will  
3 be subject to the actions described in No. 7 listed above. The Subcontractor may also  
4 seek recovery against the Contractor under applicable prompt pay statutes in addition  
5 to any other remedies provided for by the subcontract or by law.  
6

### 7 **1-08.5 Time for Completion**

8 In item 2c of the last paragraph, "Quarterly Reports" is revised to read "Monthly Reports".  
9

## 10 **Section 1-09, Measurement and Payment** 11 **April 4, 2016**

### 12 **1-09.6 Force Account**

13 The second sentence of item number 4 is revised to read:  
14

15 A "specialized service" is a work operation that is not typically done by worker  
16 classifications as defined by the Washington State Department of Labor and Industries and  
17 by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal  
18 construction.  
19

## 20 **Section 1-10, Temporary Traffic Control** 21 **January 3, 2017**

### 22 **1-10.1(2) Description**

23 The first paragraph is revised to read:  
24

25 The Contractor shall provide flaggers and all other personnel required for labor for traffic  
26 control activities that are not otherwise specified as being furnished by the Contracting  
27 Agency.  
28

29 In the third paragraph, "Project Engineer" is revised to read "Engineer".  
30

31 The following new paragraph is inserted after the third paragraph:  
32

33 The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except  
34 when Work requires closures. Ramps shall not be closed on consecutive interchanges at  
35 the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the  
36 minimum time required to complete the Work. When paving hot mix asphalt the Contractor  
37 may apply water to the pavement to shorten the time required before reopening to traffic.  
38

### 39 **1-10.3(2)C Lane Closure Setup/Takedown**

40 The following new paragraph is inserted before the last paragraph:  
41

42 Channelization devices shall not be moved by traffic control personnel across an open lane  
43 of traffic. If an existing setup or staging of traffic control devices require crossing an open  
44 lane of traffic, the traffic control devices shall be taken down completely and then set up in  
45 the new configuration.  
46

1 **Section 3-04, Acceptance of Aggregate**  
2 **January 3, 2017**

3 **3-04.5 Payment**

4 In Table 1, the **Contingent Unit Price Per Ton** value for the item HMA Aggregate is revised to  
5 read "\$15.00".  
6

7 **Section 4-04, Ballast and Crush Surfacing**  
8 **January 3, 2017**

9 **4-04.3(5) Shaping and Compaction**

10 The first sentence is revised to read:

11  
12 Immediately following spreading and final shaping, each layer of surfacing shall be  
13 compacted to at least 95 percent of maximum density determined by the requirements of  
14 Section 2-03.3(14)D before the next succeeding layer of surfacing or pavement is placed.  
15

16 **Section 5-04, Hot Mix Asphalt**  
17 **April 3, 2017**

18 This section (and all subsections) is revised to read:

19  
20 This Section 5-04 is written in a style which, unless otherwise indicated, shall be interpreted  
21 as direction to the Contractor.  
22

23 **5-04.1 Description**

24 This Work consists of providing and placing one or more layers of plant-mixed hot mix  
25 asphalt (HMA) on a prepared foundation or base, in accordance with these Specifications  
26 and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The  
27 manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with  
28 these Specifications.  
29

30 HMA shall be composed of asphalt binder and mineral materials as required, and may  
31 include reclaimed asphalt pavement (RAP) or reclaimed asphalt shingles (RAS), mixed in  
32 the proportions specified to provide a homogeneous, stable, and workable mix.  
33

34 **5-04.2 Materials**

35 Provide materials as specified in these sections:

36		
37	Asphalt Binder	9-02.1(4)
38	Cationic Emulsified Asphalt	9-02.1(6)
39	Anti-Stripping Additive	9-02.4
40	Warm Mix Asphalt Additive	9-02.5
41	Aggregates	9-03.8
42	Reclaimed Asphalt Pavement (RAP)	9-03.8(3)B
43	Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B
44	Mineral Filler	9-03.8(5)
45	Recycled Material	9-03.21
46	Joint Sealants	9-04.2
47	Closed Cell Foam Backer Rod	9-04.2(3)A
48		

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

Comply with each of the following:

- Develop the mix design in accordance with WSDOT SOP 732.
- Develop a mix design that complies with Sections 9-03.8(2) and 9-03.8(6).
- Develop a mix design no more than 6 months prior to submitting it for QPL evaluation.
- Submit mix designs to the WSDOT State Materials Laboratory in Tumwater, including WSDOT Form 350-042.
- Include representative samples of the materials that are to be used in the HMA production as part of the mix design submittal.
- Identify the brand, type, and percentage of anti-stripping additive in the mix design submittal.
- Include with the mix design submittal a certification from the asphalt binder supplier that the anti-stripping additive is compatible with the crude source and the formulation of asphalt binder proposed for use in the mix design.
- Do not include warm mix asphalt (WMA) additives when developing a mix design or submitting a mix design for QPL evaluation. The use of warm mix asphalt (WMA) additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

The Contracting Agency's basis for approving, testing, and evaluating HMA mix designs for approval on the QPL is dependent on the contractual basis for acceptance of the HMA mixture, as shown in Table 1.

Table 1

<b>Basis for Contracting Agency Evaluation of HMA Mix Designs for Approval on the QPL</b>		
<b>Contractual Basis for Acceptance of HMA Mixture (see Section 5-04.3(9))</b>	<b>Basis for Contracting Agency Approval of Mix Design for Placement on QPL</b>	<b>Contracting Agency Materials Testing for Evaluation of the Mix Design</b>
Statistical Evaluation	WSDOT Standard Practice QC-8	The Contracting Agency will test the mix design materials for compliance with Sections 9-03.8(2) and 9-03.8(6).
Visual Evaluation	Review of Form 350-042 for compliance with Sections 9-03.8(2) and 9-03.8(6)	The Contracting Agency may elect to test the mix design materials, or evaluate in accordance with WSDOT Standard Practice QC-8, at its sole discretion.

1 If the Contracting Agency approves the mix design, it will be listed on the QPL for 12  
 2 consecutive months. The Contracting Agency may extend the 12 month listing  
 3 provided the Contractor submits a certification letter to the Qualified Products Engineer  
 4 verifying that the aggregate source and job mix formula (JMF) gradation, and asphalt  
 5 binder crude source and formulation have not changed. The Contractor may submit  
 6 the certification no sooner than three months prior to expiration of the initial 12 month  
 7 mix design approval. Within 7 calendar days of receipt of the Contractor's certification,  
 8 the Contracting Agency will update the QPL. The maximum duration for approval of a  
 9 mix design and listing on the QPL will be 24 months from the date of initial approval or  
 10 as approved by the Engineer.

11  
 12 **5-04.2(1)A Mix Designs Containing RAP and/or RAS**

13 Mix designs are classified by the RAP and/or RAS content as shown in Table 2.  
 14

Table 2

Mix Design Classification Based on RAP/RAS Content	
RAP/RAS Classification	RAP/RAS Content <sup>1</sup>
Low RAP/No RAS	$0\% \leq \text{RAP}\% \leq 20\%$ and $\text{RAS}\% = 0\%$
High RAP/Any RAS	$20\% < \text{RAP}\% \leq \text{Maximum Allowable RAP}^2$ and/or $0\% < \text{RAS}\% \leq \text{Maximum Allowable RAS}^2$

<sup>1</sup>Percentages in this table are by total weight of HMA

<sup>2</sup>See Table 4 to determine the limits on the maximum amount RAP and/or RAS.

15  
 16 **5-04.2(1)A1 Low RAP/No RAS – Mix Design Submittals for Placement on QPL**  
 17

18 For Low RAP/No RAS mix designs, comply with the following additional  
 19 requirements:  
 20

- 21 1. Develop the mix design with or without the inclusion of RAP.
- 22 2. The asphalt binder grade shall be the grade indicated in the Bid item  
 23 name or as otherwise required by the Contract.
- 24 3. Submit samples of RAP if used in development of the mix design.
- 25 4. Testing RAP or RAS stockpiles is not required for obtaining approval  
 26 for placing these mix designs on the QPL.  
 27

28  
 29 **5-04.2(1)A2 High RAP/Any RAS - Mix Design Submittals for Placement on QPL**  
 30

31 For High RAP/Any RAS mix designs, comply with the following additional  
 32 requirements:  
 33

- 34 1. For mix designs with any RAS, test the RAS stockpile (and RAP  
 35 stockpile if any RAP is in the mix design) in accordance with Table 3.  
 36
- 37 2. For High RAP mix designs with no RAS, test the RAP stockpile in  
 38 accordance with Table 3.  
 39  
 40

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

3. For mix designs with High RAP/Any RAS, construct a single stockpile for RAP and a single stockpile for RAS and isolate (sequester) these stockpiles from further stockpiling before beginning development of the mix design. Test the RAP and RAS during stockpile construction as required by item 1 and 2 above. Use the test data in developing the mix design, and report the test data to the Contracting Agency on WSDOT Form 350-042 as part of the mix design submittal for approval on the QPL. Account for the reduction in asphalt binder contributed from RAS in accordance with AASHTO PP 78. Do not add to these stockpiles after starting the mix design process.

Table 3

Test Frequency of RAP/RAS During RAP/RAS Stockpile Construction For Approving a High RAP/Any RAS Mix Design for Placement on the QPL		
Test Frequency <sup>1</sup>	Test for	Test Method
<ul style="list-style-type: none"> <li>• 1/1000 tons of RAP (minimum of 10 per mix design) and</li> <li>• 1/100 tons of RAS (minimum of 10 per mix design)</li> </ul>	Asphalt Binder Content and Sieve Analysis of Fine and Coarse Aggregate	FOP for AASHTO T 308 and FOP for WAQTC T 27/T 11

<sup>1</sup>tons", in this table, refers to tons of the reclaimed material before being incorporated into HMA.

14  
15  
16  
17  
18

4. Limit the amount of RAP and/or RAS used in a High RAP/Any RAS mix design by the amount of binder contributed by the RAP and/or RAS, in accordance with Table 4.

Table 4

Maximum Amount of RAP and/or RAS in HMA Mixture	
Maximum Amount of Binder Contributed from:	
RAP	RAS
40% <sup>1</sup> minus contribution of binder from RAS	20% <sup>2</sup>

<sup>1</sup> Calculated as the weight of asphalt binder contributed from the RAP as a percentage of the total weight of asphalt binder in the mixture.

<sup>2</sup> Calculated as the weight of asphalt binder contributed from the RAS as a percentage of the total weight of asphalt binder in the mixture.

19  
20  
21  
22  
23  
24  
25  
26

5. Develop the mix design including RAP, RAS, recycling agent, and new binder.
6. Extract, recover, and test the asphalt residue from the RAP and RAS stockpiles to determine the percent of recycling agent and/or grade of new asphalt binder needed to meet but not exceed the performance grade (PG) of asphalt binder required by the Contract.

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35
- a. Perform the asphalt extraction in accordance with AASHTO T 164 or ASTM D 2172 using reagent grade solvent.
  - b. Perform the asphalt recovery in accordance with AASHTO R 59 or ASTM D 1856.
  - c. Test the recovered asphalt residue in accordance with AASHTO R 29 to determine the asphalt binder grade in accordance with Section 9-02.1(4).
  - d. After determining the recovered asphalt binder grade, determine the percent of recycling agent and/or grade of new asphalt binder in accordance with ASTM D 4887.
  - e. Test the final blend of recycling agent, binder recovered from the RAP and RAS, and new asphalt binder in accordance with AASHTO R 29. The final blended binder shall meet but not exceed the performance grade of asphalt binder required by the Contract and comply with the requirements of Section 9-02.1(4).
7. Include the following test data with the mix design submittal:
- a. All test data from RAP and RAS stockpile construction.
  - b. All data from testing the recovered and blended asphalt binder.
8. Include representative samples of the following with the mix design submittal:
- a. RAP and RAS.
  - b. 150 grams of recovered asphalt residue from the RAP and RAS that are to be used in the HMA production.

36 **5-04.2(1)B Commercial HMA - Mix Design Submittal for Placement on QPL**  
37 For HMA used in the Bid item Commercial HMA, in addition to the requirements of  
38 5-04.2(1) identify the following in the submittal:  
39

- 40 1. Commercial HMA  
41  
42 2. Class of HMA  
43  
44 3. Performance grade of binder  
45  
46 4. Equivalent Single Axle Load (ESAL)  
47

48 The Contracting Agency may elect to approve Commercial HMA mix designs  
49 without evaluation.  
50

51 **5-04.2(1)C Mix Design Resubmittal for QPL Approval**

52 Develop a new mix design and resubmit for approval on the QPL when any of the  
53 following changes occur. When these occur, discontinue using the mix design until  
54 after it is reapproved on the QPL.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49
- 50
- 51
- 52
1. Change in the source of crude petroleum used in the asphalt binder.
2. Changes in the asphalt binder refining process.
3. Changes in additives or modifiers in the asphalt binder.
4. Changes in the anti-strip additive, brand, type or quantity.
5. Changes to the source of material for aggregate.
6. Changes to the job mix formula that exceed the amounts as described in item 2 of Section 9-03.8(7), unless otherwise approved by the Engineer.
7. Changes in the percentage of material from a stockpile, when such changes exceed 5% of the total aggregate weight.
  - a. For Low RAP/No RAS mix designs developed without RAP, changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight not including the weight of RAP.
  - b. For Low RAP/No RAS mix designs developed with RAP, changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight including the weight of RAP.
  - c. For High RAP/Any RAS mix designs, changes in the percentage of material from a stockpile will be based on total aggregate weight including the weight of RAP (and/or RAS when included in the mixture).

Prior to making any change in the amount of RAS in an approved mix design, notify the Engineer for determination of whether a new mix design is required, and obtain the Engineer's approval prior to implementing such changes.

#### **5-04.2(2) Mix Design – Obtaining Project Approval**

Use only mix designs listed on the Qualified Products List (QPL). Submit WSDOT Form 350-041 to the Engineer to request approval to use a mix design from the QPL. Changes to the job mix formula (JMF) that have been approved on other contracts may be included. The Engineer may reject a request to use a mix design if production of HMA using that mix design on any contract is not in compliance with Section 5-04.3(11)D, E, F, and G for mixture or compaction.

#### **5-04.2(2)A Changes to the Job Mix Formula**

The approved mix design obtained from the QPL will be considered the starting job mix formula (JMF) and shall be used as the initial basis for acceptance of HMA mixture, as detailed in Section 5-04.3(9).

During production the Contractor may request to adjust the JMF. Any adjustments to the JMF will require approval of the Engineer and shall be made in accordance with item 2 of Section 9-03.8(7). After approval by the Engineer, such adjusted JMF's shall constitute the basis for acceptance of the HMA mixture.

1 **5-04.2(2)B Using Warm Mix Asphalt Processes**

2 The Contractor may, at the Contractor's discretion, elect to use warm mix asphalt  
3 (WMA) processes for producing HMA. WMA processes include organic additives,  
4 chemical additives, and foaming. The use of WMA is subject to the following:  
5

- 6 • Do not use WMA processes in the production of High RAP/Any RAS  
7 mixtures.
- 8 • Before using WMA processes, obtain the Engineer's approval using  
9 WSDOT Form 350-076 to describe the proposed WMA process.

10  
11 **5-04.3 Construction Requirements**

12 **5-04.3(1) Weather Limitations**

13 Do not place HMA for wearing course on any Traveled Way beginning October 1<sup>st</sup>  
14 through March 31<sup>st</sup> of the following year, without written concurrence from the  
15 Engineer.

16  
17 Do not place HMA on any wet surface, or when the average surface temperatures are  
18 less than those specified in Table 5, or when weather conditions otherwise prevent the  
19 proper handling or finishing of the HMA.  
20

Table 5

Minimum Surface Temperature for Paving		
Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to 0.20	45°F	35°F
More than 0.20	35°F	35°F

21  
22 **5-04.3(2) Paving Under Traffic**

23 These requirements apply when the Roadway being paved is open to traffic.  
24

25 In hot weather, the Engineer may require the application of water to the pavement to  
26 accelerate the finish rolling of the pavement and to shorten the time required before  
27 reopening to traffic.  
28

29 During paving operations, maintain temporary pavement markings throughout the  
30 project. Install temporary pavement markings on the Roadway prior to opening to  
31 traffic. Temporary pavement markings shall comply with Section 8-23.  
32

33 **5-04.3(3) Equipment**

34 **5-04.3(3)A Mixing Plant**

35 Equip mixing plants as follows.  
36

37 **1. Use tanks for storage and preparation of asphalt binder which:**

- 38 • Heat the contents by means that do not allow flame to contact the  
39 contents or the tank, such as by steam or electricity.
- 40 • Heat and hold contents at the required temperatures.
- 41 • Continuously circulate contents to provide uniform temperature and  
42 consistency during the operating period.  
43  
44  
45  
46

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53

- Provide an asphalt binder sampling valve, in either the storage tank or the supply line to the mixer.

**2. Provide thermometric equipment:**

- In the asphalt binder feed line near the charging valve at the mixer unit, capable of detecting temperature ranges expected in the HMA and in a location convenient and safe for access by Inspectors.
- At the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates, and situated in full view of the plant operator.

**3. When heating asphalt binder:**

- Do not exceed the maximum temperature of the asphalt binder recommended by the asphalt binder supplier.
- Avoid local variations in heating.
- Provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F.

**4. Provide a mechanical sampler for sampling mineral materials that:**

- Meets the crushing or screening requirements of Section 1-05.6.

**5. Provide HMA sampling equipment that complies with WSDOT T168.**

- Use a mechanical sampling device installed between the discharge of the silo and the truck transport, approved by the Engineer, or
- Platforms or devices to enable sampling from the truck transport without entering the truck transport for sampling HMA.

**6. Provide for setup and operation of the Contracting Agency's field testing:**

- As required in Section 3-01.2(2).

**7. Provide screens or a lump breaker:**

- When using any RAP or any RAS, to eliminate oversize RAP or RAS particles from entering the pug mill or drum mixer.

**5-04.3(3)B Hauling Equipment**

Provide HMA hauling equipment with tight, clean, smooth metal beds and a cover of canvas or other suitable material of sufficient size to protect the HMA from adverse weather. Securely attach the cover to protect the HMA whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F.

1 Prevent HMA from adhering to the hauling equipment. Spray metal beds with an  
2 environmentally benign release agent. Drain excess release agent prior to filling  
3 hauling equipment with HMA. Do not use petroleum derivatives or other coating  
4 material that contaminate or alter the characteristics of the HMA. For hopper  
5 trucks, operate the conveyer during the process of applying the release agent.  
6

#### 7 **5-04.3(3)C Pavers**

8 Use self-contained, power-propelled pavers provided with an internally heated  
9 vibratory screed that is capable of spreading and finishing courses of HMA in lane  
10 widths required by the paving section shown in the Plans.  
11

12 When requested by the Engineer, provide written certification that the paver is  
13 equipped with the most current equipment available from the manufacturer for the  
14 prevention of segregation of the coarse aggregate particles. The certification shall  
15 list the make, model, and year of the paver and any equipment that has been  
16 retrofitted to the paver.  
17

18 Operate the screed in accordance with the manufacturer's recommendations and  
19 in a manner to produce a finished surface of the required evenness and texture  
20 without tearing, shoving, segregating, or gouging the mixture. Provide a copy of  
21 the manufacturer's recommendations upon request by the Contracting Agency.  
22 Extensions to the screed will be allowed provided they produce the same results,  
23 including ride, density, and surface texture as obtained by the primary screed. In  
24 the Travelled Way do not use extensions without both augers and an internally  
25 heated vibratory screed.  
26

27 Equip the paver with automatic screed controls and sensors for either or both  
28 sides of the paver. The controls shall be capable of sensing grade from an outside  
29 reference line, sensing the transverse slope of the screed, and providing  
30 automatic signals that operate the screed to maintain the desired grade and  
31 transverse slope. Construct the sensor so it will operate from a reference line or a  
32 mat referencing device. The transverse slope controller shall be capable of  
33 maintaining the screed at the desired slope within plus or minus 0.1 percent.  
34

35 Equip the paver with automatic feeder controls, properly adjusted to maintain a  
36 uniform depth of material ahead of the screed.  
37

38 Manual operation of the screed is permitted in the construction of irregularly  
39 shaped and minor areas. These areas include, but are not limited to, gore areas,  
40 road approaches, tapers and left-turn channelizations.  
41

42 When specified in the Contract, provide reference lines for vertical control. Place  
43 reference lines on both outer edges of the Traveled Way of each Roadway.  
44 Horizontal control utilizing the reference line is permitted. Automatically control the  
45 grade and slope of intermediate lanes by means of reference lines or a mat  
46 referencing device and a slope control device. When the finish of the grade  
47 prepared for paving is superior to the established tolerances and when, in the  
48 opinion of the Engineer, further improvement to the line, grade, cross-section, and  
49 smoothness can best be achieved without the use of the reference line, a mat  
50 referencing device may be substituted for the reference line. Substitution of the  
51 device will be subject to the continued approval of the Engineer. A joint matcher  
52 may be used subject to the approval of the Engineer. The reference line may be  
53 removed after completion of the first course of HMA when approved by the  
54 Engineer. Whenever the Engineer determines that any of these methods are

1 failing to provide the necessary vertical control, the reference lines will be  
2 reinstalled by the Contractor.

3  
4 Furnish and install all pins, brackets, tensioning devices, wire, and accessories  
5 necessary for satisfactory operation of the automatic control equipment.  
6

7 If the paving machine in use is not providing the required finish, the Engineer may  
8 suspend Work as allowed by Section 1-08.6.  
9

#### 10 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

11 Use a material transfer device (MTD) or material transfer vehicle (MTV) to deliver  
12 the HMA from the hauling equipment to the paving machine for any lift in (or  
13 partially in) the top 0.30 feet of the pavement section used in traffic lanes.  
14 However, an MTD/V is not required for HMA placed in irregularly shaped and  
15 minor areas such as tapers and turn lanes, or for HMA mixture that is accepted by  
16 Visual Evaluation. At the Contractor's request the Engineer may approve paving  
17 without an MTD/V; the Engineer will determine if an equitable adjustment in cost  
18 or time is due. If a windrow elevator is used, the Engineer may limit the length of  
19 the windrow in urban areas or through intersections.  
20

21 To be approved for use, an MTV:

- 22
- 23 1. Shall be a self-propelled vehicle, separate from the hauling vehicle or  
24 paver.
- 25
- 26 2. Shall not connected to the hauling vehicle or paver.
- 27
- 28 3. May accept HMA directly from the haul vehicle or pick up HMA from a  
29 windrow.
- 30
- 31 4. Shall mix the HMA after delivery by the hauling equipment and prior to  
32 placement into the paving machine.
- 33
- 34 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout  
35 the mixture.  
36

37 To be approved for use, an MTD:

- 38
- 39 1. Shall be positively connected to the paver.
- 40
- 41 2. May accept HMA directly from the haul vehicle or pick up HMA from a  
42 windrow.
- 43
- 44 3. Shall mix the HMA after delivery by the hauling equipment and prior to  
45 placement into the paving machine.
- 46
- 47 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout  
48 the mixture.  
49

#### 50 **5-04.3(3)E Rollers**

51 Operate rollers in accordance with the manufacturer's recommendations. When  
52 requested by the Engineer, provide a Type 1 Working Drawing of the  
53 manufacturer's recommendation for the use of any roller planned for use on the  
54 project. Do not use rollers that crush aggregate, produce pickup or washboard,

1 unevenly compact the surface, displace the mix, or produce other undesirable  
2 results.

### 3 4 **5-04.3(4) Preparation of Existing Paved Surfaces**

5 Before constructing HMA on an existing paved surface, the entire surface of the  
6 pavement shall be clean. Entirely remove all fatty asphalt patches, grease drippings,  
7 and other deleterious substances from the existing pavement to the satisfaction of the  
8 Engineer. Thoroughly clean all pavements or bituminous surfaces of dust, soil,  
9 pavement grindings, and other foreign matter. Thoroughly remove any cleaning or  
10 solvent type liquids used to clean equipment spilled on the pavement before paving  
11 proceeds. Fill all holes and small depressions with an appropriate class of HMA. Level  
12 and thoroughly compact the surface of the patched area.

13  
14 Apply a uniform coat of asphalt (tack coat) to all paved surfaces on which any course  
15 of HMA is to be placed or abutted. Apply tack coat to cover the cleaned existing  
16 pavement with a thin film of residual asphalt free of streaks and bare spots. Apply a  
17 heavy application of tack coat to all joints. For Roadways open to traffic, limit the  
18 application of tack coat to surfaces that will be paved during the same working shift.  
19 Equip the spreading equipment with a thermometer to indicate the temperature of the  
20 tack coat material.

21  
22 Do not operate equipment on tacked surfaces until the tack has broken and cured.  
23 Repair tack coat damaged by the Contractor's operation, prior to placement of the  
24 HMA.

25  
26 Unless otherwise approved by the Engineer, use cationic emulsified asphalt CSS-1,  
27 CSS-1h, STE-1, or Performance Graded (PG) asphalt for tack coat. The CSS-1 and  
28 CSS-1h may be diluted with water at a rate not to exceed one part water to one part  
29 emulsified asphalt. Do not allow the tack coat material to exceed the maximum  
30 temperature recommended by the asphalt supplier.

31  
32 When shown in the Plans, prelevel uneven or broken surfaces over which HMA is to be  
33 placed by using an asphalt paver, a motor patrol grader, or by hand raking, as  
34 approved by the Engineer.

### 35 36 **5-04.3(4)A Crack Sealing**

#### 37 **5-04.3(4)A1 General**

38 When the Proposal includes a pay item for crack sealing, seal all cracks  $\frac{1}{4}$   
39 inch in width and greater.

40  
41 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose  
42 and foreign material when filling with crack sealant material. Use a hot  
43 compressed air lance to dry and warm the pavement surfaces within the  
44 crack immediately prior to filling a crack with the sealant material. Do not  
45 overheat pavement. Do not use direct flame dryers. Routing cracks is not  
46 required.

47  
48 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix  
49 the components and pour the mixture into the cracks until full. Add additional  
50 CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability  
51 to ensure the mixture will completely fill the crack. Strike off the sand slurry  
52 flush with the existing pavement surface and allow the mixture to cure. Top off  
53 cracks that were not completely filled with additional sand slurry. Do not place  
54 the HMA overlay until the slurry has fully cured.

1  
2 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant,  
3 apply the material in accordance with these requirements and the  
4 manufacturer's recommendations. Furnish a Type 1 Working Drawing of the  
5 manufacturer's product information and recommendations to the Engineer  
6 prior to the start of work, including the manufacturer's recommended heating  
7 time and temperatures, allowable storage time and temperatures after initial  
8 heating, allowable reheating criteria, and application temperature range.  
9 Confine hot poured sealant material within the crack. Clean any overflow of  
10 sealant from the pavement surface. If, in the opinion of the Engineer, the  
11 Contractor's method of sealing the cracks with hot poured sealant results in  
12 an excessive amount of material on the pavement surface, stop and correct  
13 the operation to eliminate the excess material.

14  
15 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

16 In areas where HMA will be placed, use sand slurry to fill the cracks.

17  
18 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

19 In areas where HMA will not be placed, fill the cracks as follows:

- 20  
21 1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
22  
23 2. Cracks greater than 1 inch in width - fill with sand slurry.  
24

25 **5-04.3(4)B Soil Residual Herbicide**

26 Where shown in the Plans, apply one application of an approved soil residual  
27 herbicide. Comply with Section 8-02.3(3)B. Complete paving within 48 hours of  
28 applying the herbicide.

29  
30 Use herbicide registered with the Washington State Department of Agriculture for  
31 use under pavement. Before use, obtain the Engineer's approval of the herbicide  
32 and the proposed rate of application. Include the following information in the  
33 request for approval of the material:

- 34  
35 1. Brand Name of the Material,  
36  
37 2. Manufacturer,  
38  
39 3. Environmental Protection Agency (EPA) Registration Number,  
40  
41 4. Material Safety Data Sheet, and  
42  
43 5. Proposed Rate of Application.  
44

45 **5-04.3(4)C Pavement Repair**

46 Excavate pavement repair areas and backfill these with HMA in accordance with  
47 the details shown in the Plans and as staked. Conduct the excavation operations  
48 in a manner that will protect the pavement that is to remain. Repair pavement not  
49 designated to be removed that is damaged as a result of the Contractor's  
50 operations to the satisfaction of the Engineer at no cost to the Contracting Agency.  
51 Excavate only within one lane at a time unless approved otherwise by the  
52 Engineer. Do not excavate more area than can be completely backfilled and  
53 compacted during the same shift.  
54

1 Unless otherwise shown in the Plans or determined by the Engineer, excavate to  
2 a depth of 1.0 feet. The Engineer will make the final determination of the  
3 excavation depth required.  
4

5 The minimum width of any pavement repair area shall be 40 inches unless shown  
6 otherwise in the Plans. Before any excavation, sawcut the perimeter of the  
7 pavement area to be removed unless the pavement in the pavement repair area is  
8 to be removed by a pavement grinder.  
9

10 Excavated materials shall be the property of the Contractor and shall be disposed  
11 of in a Contractor-provided site off the Right of Way or used in accordance with  
12 Sections 2-02.3(3) or 9-03.21.  
13

14 Apply a heavy application of tack coat to all surfaces of existing pavement in the  
15 pavement repair area, in accordance with Section 5-04.3(4).  
16

17 Place the HMA backfill in lifts not to exceed 0.35-foot compacted depth.  
18 Thoroughly compact each lift by a mechanical tamper or a roller.  
19

20 **5-04.3(5) Producing/Stockpiling Aggregates, RAP, & RAS**

21 Produce aggregate in compliance with Section 3-01. Comply with Section 3-02 for  
22 preparing stockpile sites, stockpiling, and removing from stockpile each of the  
23 following: aggregates, RAP, and RAS. Provide sufficient storage space for each  
24 size of aggregate, RAP and RAS. Fine aggregate or RAP may be uniformly  
25 blended with the RAS as a method of preventing the agglomeration of RAS  
26 particles. Remove the aggregates, RAP and RAS from stockpile(s) in a manner  
27 that ensures minimal segregation when being moved to the HMA plant for  
28 processing into the final mixture. Keep different aggregate sizes separated until  
29 they have been delivered to the HMA plant.  
30

31 **5-04.3(5)A Stockpiling RAP or RAS for High RAP/Any RAS Mixes**

32 Do not place any RAP or RAS into a stockpile which has been sequestered  
33 for a High RAP/Any RAS mix design. Do not incorporate any RAP or RAS into  
34 a High RAP/Any RAS mixture from any source other than the stockpile which  
35 was sequestered for approval of that particular High RAP/Any RAS mix  
36 design.  
37

38 RAP that is used in a Low RAP/No RAS mix is not required to come from a  
39 sequestered stockpile.  
40

41 **5-04.3(6) Mixing**

42 The asphalt supplier shall introduce anti-stripping additive, in the amount  
43 designated on the QPL for the mix design, into the asphalt binder prior to  
44 shipment to the asphalt mixing plant.  
45

46 Anti-strip is not required for temporary work that will be removed prior to Physical  
47 Completion.  
48

49 Use asphalt binder of the grade, and from the supplier, in the approved mix  
50 design.  
51

52 Prior to introducing reclaimed materials into the asphalt plant, remove wire, nails,  
53 and other foreign material. Discontinue use of the reclaimed material if the

1 Engineer, in their sole discretion, determines the wire, nails, or other foreign  
2 material to be excessive.

3  
4 Size RAP and RAS prior to entering the mixer to provide uniform and thoroughly  
5 mixed HMA. If there is evidence of the RAP or RAS not breaking down during the  
6 heating and mixing of the HMA, immediately suspend the use of the RAP or RAS  
7 until changes have been approved by the Engineer.

8  
9 After the required amount of mineral materials, RAP, RAS, new asphalt binder and  
10 recycling agent have been introduced into the mixer, mix the HMA until complete  
11 and uniform coating of the particles and thorough distribution of the asphalt binder  
12 throughout the mineral materials, RAP and RAS is ensured.

13  
14 Upon discharge from the mixer, ensure that the temperature of the HMA does not  
15 exceed the optimum mixing temperature shown on the approved Mix Design  
16 Report by more than 25°F, or as approved by the Engineer. When a WMA  
17 additive is included in the manufacture of HMA, do not heat the WMA additive (at  
18 any stage of production including in binder storage tanks) to a temperature higher  
19 than the maximum recommended by the manufacturer of the WMA additive.

20  
21 A maximum water content of 2 percent in the mix, at discharge, will be allowed  
22 providing the water causes no problems with handling, stripping, or flushing. If the  
23 water in the HMA causes any of these problems, reduce the moisture content.

24  
25 During the daily operation, HMA may be temporarily held in approved storage  
26 facilities. Do not incorporate HMA into the Work that has been held for more than  
27 24 hours after mixing. Provide an easily readable, low bin-level indicator on the  
28 storage facility that indicates the amount of material in storage. Waste the HMA in  
29 storage when the top level of HMA drops below the top of the cone of the storage  
30 facility, except as the storage facility is being emptied at the end of the  
31 working shift. Dispose of rejected or waste HMA at no expense to the Contracting  
32 Agency.

33  
34 **5-04.3(7) Spreading and Finishing**

35 Do not exceed the maximum nominal compacted depth of any layer in any course,  
36 as shown in Table 6, unless approved by the Engineer:

37  
38 Table 6

Maximum Nominal Compacted Depth of Any Layer		
HMA Class	Wearing Course	Other than Wearing Course
1 inch	0.35 feet	0.35 feet
¾ and ½ inch	0.30 feet	0.35 feet
⅜ inch	0.15 feet	0.15 feet

39 Use HMA pavers complying with Section 5-04.3(3) to distribute the mix. On areas  
40 where irregularities or unavoidable obstacles make the use of mechanical  
41 spreading and finishing equipment impractical, the paving may be done with other  
42 equipment or by hand.

43  
44 When more than one JMF is being utilized to produce HMA, place the material  
45 produced for each JMF with separate spreading and compacting equipment. Do  
46 not intermingle HMA produced from more than one JMF. Each strip of HMA placed

1 during a work shift shall conform to a single JMF established for the class of HMA  
2 specified unless there is a need to make an adjustment in the JMF.  
3

4 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

5 Sample aggregate for meeting the requirements of Section 3-04 prior to being  
6 incorporated into HMA. (The acceptance data generated for the Section 3-04  
7 acceptance analysis will not be commingled with the acceptance data generated  
8 for the Section 5-04.3(9) acceptance analysis.) Aggregate acceptance samples  
9 shall be taken as described in Section 3-04. Aggregate acceptance testing will be  
10 performed by the Contracting Agency. Aggregate contributed from RAP and/or  
11 RAS will not be evaluated under Section 3-04.  
12

13 For aggregate that will be used in HMA mixture which will be accepted by  
14 Statistical Evaluation, the Contracting Agency's acceptance of the aggregate will  
15 be based on:  
16

- 17 1. Samples taken prior to mixing with asphalt binder, RAP, or RAS;
- 18 2. Testing for the materials properties of fracture, uncompacted void  
19 content, and sand equivalent;
- 20 3. Evaluation by the Contracting Agency in accordance with Section 3-04,  
21 including price adjustments as described therein.  
22  
23  
24

25 For aggregate that will be used in HMA which will be accepted by Visual  
26 Evaluation, evaluation in accordance with items 1, 2, and 3 above is at the  
27 discretion of the Engineer.  
28

29 **5-04.3(9) HMA Mixture Acceptance**

30 The Contracting Agency will evaluate HMA mixture for acceptance by one of two  
31 methods as determined from the criteria in Table 7.  
32

Table 7

Basis of Acceptance for HMA Mixture		
	Visual Evaluation	Statistical Evaluation
Criteria for Selecting the Evaluation Method	<ul style="list-style-type: none"><li>• Commercial HMA placed at any location</li><li>• Any HMA placed in:<ul style="list-style-type: none"><li>○ sidewalks</li><li>○ road approaches</li><li>○ ditches</li><li>○ slopes</li><li>○ paths</li><li>○ trails</li><li>○ gores</li><li>○ prelevel</li><li>○ temporary pavement<sup>1</sup></li><li>○ pavement repair</li></ul></li><li>• Other nonstructural applications of HMA as approved by the</li></ul>	<ul style="list-style-type: none"><li>• All HMA mixture other than that accepted by Visual Evaluation</li></ul>

	Engineer	
--	----------	--

<sup>1</sup> Temporary pavement is HMA that will be removed before Physical Completion of the Contract.

**5-04.3(9)A Test Sections**

This Section applies to HMA mixture accepted by Statistical Evaluation. A test section is not allowed for HMA accepted by Visual Evaluation.

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at least 600 tons and a maximum of 1,000 tons or as specified by the Engineer. Each test section shall be constructed in one continuous operation.

**5-04.3(9)A1 Test Section – When Required, When to Stop**

Use Tables 8 and 9 to determine when a test section is required, optional, or not allowed, and to determine when performing test sections may end. Each mix design will be evaluated independently for the test section requirements. If more than one test section is required, each test section shall be evaluated separately by the criteria in table 8 and 9.

Table 8

<b>Criteria for Conducting and Evaluating HMA Mixture Test Sections</b> (For HMA Mixture Accepted by Statistical Evaluation)		
	High RAP/Any RAS	Low RAP/No RAS
Is Mixture Test Section Optional or Mandatory?	Mandatory <sup>1</sup>	At Contractor's Option
Waiting period after paving the test section.	4 calendar days <sup>2</sup>	4 calendar days <sup>2</sup>
What Must Happen to Stop Performing Test Sections?	Meet "Results Required to Stop Performing Test Sections" in Table 9 for High RAP/Any RAS.	Provide samples and respond to WSDOT test results required by Table 9 for Low RAP/No RAS.

<sup>1</sup>If a mix design has produced an acceptable test section on a previous contract (paved in the same calendar year, from the same plant, using the same JMF) the test section may be waived if approved by the Engineer.

<sup>2</sup>This is to provide time needed by the Contracting Agency to complete testing and the Contractor to adjust the mixture in response to those test results. Paving may resume when this is done.

Table 9

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

20

Results Required to Stop Performing HMA Mixture Test Sections <sup>1</sup> (For HMA Mixture Accepted by Statistical Evaluation)		
Test Property	Type of HMA	
	High RAP/Any RAS	Low RAP/No RAS
Gradation	Minimum PF <sub>1</sub> of 0.95 based on the criteria in Section 5-04.3(9)B4 <sup>2</sup>	None <sup>4</sup>
Asphalt Binder	Minimum PF <sub>1</sub> of 0.95 based on the criteria in Section 5-04.3(9)B4 <sup>2</sup>	None <sup>4</sup>
V <sub>a</sub>	Minimum PF <sub>1</sub> of 0.95 based on the criteria in Section 5-04.3(9)B4 <sup>2</sup>	None <sup>4</sup>
Hamburg Wheel Track Indirect Tensile Strength	Meet requirements of Section 9-03.8(2). <sup>3</sup>	These tests will not be done as part of Test Section.
Aggregates Sand Equivalent Uncompacted Void Content Fracture	Nonstatistical Evaluation in accordance with the requirements of Section 3-04 <sup>3</sup>	None <sup>3</sup>

<sup>1</sup>In addition to the requirements of this table, acceptance of the HMA mixture used in each test section is subject to the acceptance criteria and price adjustments for Statistical Evaluation (see Table 9a).

<sup>2</sup>Divide the test section lot into three sublots, approximately equal in size. Take one sample from each subplot, and test each sample for the property in the first column.

<sup>3</sup>Take one sample for each test section lot. Test the sample for the properties in the first column.

<sup>4</sup>Divide the test section lot into three sublots, approximately equal in size. Take one sample from each subplot, and test each sample for the property in the first column. There are no criteria for discontinuing test sections for these mixes; however, the contractor must comply with Section 5-04.3(11)F before resuming paving.

**5-04.3(9)A2 Test Section – Evaluating the HMA Mixture in a Test Section**

The Engineer will evaluate the HMA mixture in each test section for rejection, acceptance, and price adjustments based on the criteria in Table 9a using the data generated from the testing required by Table 9. Each test section shall be considered a separate lot.

Table 9a

1  
2  
3  
4  
5  
6  
7  
8

Acceptance Criteria for HMA Mixture Placed in a Test Section (For HMA Mixture Accepted by Statistical Evaluation)		
Test Property	Type of HMA	
	High RAP/Any RAS	Low RAP/No RAS
Gradation Asphalt Binder $V_a$	Statistical Evaluation	Statistical Evaluation
Hamburg Wheel Track Indirect Tensile Strength	Pass/Fail for the requirements of Section 9-03.8(2) <sup>1</sup>	N/A
HMA Aggregate Sand Equivalent Uncompacted Void Content	Nonstatistical Evaluation in accordance with the requirements of Section 3-04	Nonstatistical Evaluation in accordance with the requirements of Section 3-04

<sup>1</sup> Failure to meet the specifications for Hamburg and/or IDT will cause the mixture in the test section to be rejected. Refer to Section 5-04.3(11).

**5-04.3(9)B Mixture Acceptance – Statistical Evaluation**

**5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**

HMA mixture which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing that HMA tonnage into mixture lots, and each mixture lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each mixture lot into mixture sublots. All mixture in a mixture lot shall be of the same mix design. The mixture sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each mixture lot comprises a maximum of 15 mixture sublots, except:

- The final mixture lot of each mix design on the Contract will comprise a maximum of 25 sublots.
- A mixture lot for a test section will consist of three sublots.

Each mixture subplot shall be approximately uniform in size with the maximum mixture subplot size as specified in Table 10. The quantity of material represented by the final mixture subplot of the project, for each mix design on the project, may be increased to a maximum of two times the mixture subplot quantity calculated.

Table 10

Maximum HMA Mixture Sublot Size For HMA Accepted by Statistical Evaluation	
HMA Original Plan Quantity (tons) <sup>1</sup>	Maximum Sublot Size (tons) <sup>2</sup>
< 20,000	1,000
20,000 to 30,000	1,500
>30,000	2,000

<sup>1</sup> "Plan quantity" means the plan quantity of all HMA of the same class and binder grade which is accepted by Statistical

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

Evaluation.

<sup>2</sup>The maximum subplot size for each combination of HMA class and binder grade shall be calculated separately.

- For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
- If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

**5-04.3(9)B2 Mixture Statistical Evaluation – Sampling**

Comply with Section 1-06.2(1).

Samples of HMA mixture which is accepted by Statistical Evaluation will be randomly selected from within each subplot, with one sample per subplot. The Engineer will determine the random sample location using WSDOT Test Method T 716. The Contractor shall obtain the sample when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with FOP for WAQTC T 168.

**5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing**

Comply with Section 1-06.2(1).

The Contracting Agency will test the mixture sample from each subplot (including subplots in a test section) for the properties shown in Table 11.

Table 11

Testing Required for each HMA Mixture Sublot		
Test	Procedure	Performed by
V <sub>a</sub>	WSDOT SOP 731	Engineer
Asphalt Binder Content	FOP for AASHTO T 308	Engineer
Gradation: Percent Passing 1½", 1", ¾", ½", ⅜", No. 4, No. 8, No. 200	FOP for WAQTC T 27/T 11	Engineer

The mixture samples and tests taken for the purpose of determining acceptance of the test section (as described in Section 5-04.3(9)A) shall also be used as the test results for acceptance of the mixture described in 5-04.3(9)B3, 5-04.3(9)B4, 5-04.3(9)B5, and 5-04.3(9)B6.

**5-04.3(9)B4 Mixture Statistical Evaluation – Pay Factors**

Comply with Section 1-06.2(2).

The Contracting Agency will determine a pay factor (PF) for each of the properties in Table 11, for each mixture lot, using the quality level analysis in Section 1-06.2(2)D. For Gradation, a pay factor will be calculated for each of the sieve sizes listed in Table 11 which is equal to or smaller than the maximum allowable aggregate size (100 percent passing sieve) of the HMA mixture. The USL and LSL shall be calculated using the Job Mix Formula Tolerances (for Statistical Evaluation) in Section 9-03.8(7).

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

**5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)**

Comply with Section 1-06.2(2).

In accordance with Section 1-06.2(2)D4, the Contracting Agency will determine a Composite Pay Factor (CPF) for each mixture lot from the pay factors calculated in Section 5-04.3(9)B4, using the price adjustment factors in Table 12. Unless otherwise specified, the maximum CPF for HMA mixture shall be 1.05.

Table 12

HMA Mixture 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 (V <sub>a</sub> )	20

**5-04.3(9)B6 Mixture Statistical Evaluation – Price Adjustments**

For each HMA mixture lot, a Job Mix Compliance Price Adjustment will be determined and applied, as follows:

$$JMCPA = [0.60 \times (CPF - 1.00)] \times Q \times UP$$

Where

JMCPA = Job Mix Compliance Price Adjustment for a given lot of mixture (\$)

CPF = Composite Pay factor for a given lot of mixture (maximum is 1.05)

Q = Quantity in a given lot of mixture (tons)

UP = Unit price of the HMA in a given lot of mixture (\$/ton)

**5-04.3(9)B7 Mixture Statistical Evaluation – Retests**

The Contractor may request that a mixture subplot be retested. To request a retest, submit a written request to the Contracting Agency within 7 calendar days after the specific test results have been posted to the

1 website or emailed to the Contractor, whichever occurs first. The  
 2 Contracting Agency will send a split of the original acceptance sample for  
 3 testing by the Contracting Agency to either the Region Materials  
 4 Laboratory or the State Materials Laboratory as determined by the  
 5 Engineer. The Contracting Agency will not test the split of the sample with  
 6 the same equipment or by the same tester that ran the original  
 7 acceptance test. The sample will be tested for a complete gradation  
 8 analysis, asphalt binder content, and  $V_a$ , and the results of the retest will  
 9 be used for the acceptance of the HMA mixture in place of the original  
 10 mixture subplot sample test results. The cost of testing will be deducted  
 11 from any monies due or that may come due the Contractor under the  
 12 Contract at the rate of \$250 per sample.

13  
 14 **5-04.3(9)C Vacant**

15  
 16 **5-04.3(9)D Mixture Acceptance – Visual Evaluation**

17 Visual Evaluation of HMA mixture will be by visual inspection by the Engineer  
 18 or, in the sole discretion of the Engineer, the Engineer may sample and test  
 19 the mixture.

20  
 21 **5-04.3(9)D1 Mixture Visual Evaluation – Lots, Sampling, Testing,  
 22 Price Adjustments**

23 HMA mixture accepted by Visual Evaluation will not be broken into lots  
 24 unless the Engineer determines that testing is required. When that  
 25 occurs, the Engineer will identify the limits of the questionable HMA  
 26 mixture, and that questionable HMA mixture shall constitute a lot. Then,  
 27 the Contractor will take samples from the truck, or the Engineer will take  
 28 core samples from the roadway at a minimum of three random locations  
 29 from within the lot, selected in accordance with WSDOT Test Method T  
 30 716, taken from the roadway in accordance with WSDOT SOP 734, and  
 31 tested in accordance with WSDOT SOP 737. The Engineer will test one  
 32 of the samples for all constituents in Section 5-04.3(9)B3. If all  
 33 constituents from that test fall within the Job Mix Formula Tolerances (for  
 34 Visual Evaluation) in Section 9-03.8(7), the lot will be accepted at the unit  
 35 Contract price with no further evaluation.

36  
 37 When one or more constituents fall outside those tolerance limits, the  
 38 other samples will be tested for all constituents in Section 5-04.3(9)B3,  
 39 and a Job Mix Compliance Price Adjustment will be calculated in  
 40 accordance with Table 13.  
 41

Table 13

<b>Visual Evaluation – Out of Tolerance Procedures</b>	
Comply with the Following	
Pay Factors <sup>1</sup>	Section 5-04.3(9)B4
Composite Pay Factors <sup>2</sup>	Section 5-04.3(9)B5
Price Adjustments	Section 5-04.3(9)B6

<sup>1</sup>The Visual Evaluation tolerance limits in Section 9-03.8(7) will be used in the calculation of the  $PF_i$ .

<sup>2</sup>The maximum CPF shall be 1.00.

1 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test**  
2 **Results**

3 The results of all mixture acceptance testing and the Composite Pay Factor  
4 (CPF) of the lot after three sublots have been tested will be available to the  
5 Contractor through The Contracting Agency's website.  
6

7 The Contracting Agency will endeavor to provide written notification (via email  
8 to the Contractor's designee) of acceptance test results through its web-  
9 based materials testing system Statistical Analysis of Materials (SAM) within  
10 24 hours of the sample being made available to the Contracting Agency.  
11 However, the Contractor agrees:

- 12
- 13 1. Quality control, defined as the system used by the Contractor to  
14 monitor, assess, and adjust its production processes to ensure that  
15 the final HMA mixture will meet the specified level of quality, is the  
16 sole responsibility of the Contractor.  
17
  - 18 2. The Contractor has no right to rely on any testing performed by the  
19 Contracting Agency, nor does the Contractor have any right to rely  
20 on timely notification by the Contracting Agency of the Contracting  
21 Agency's test results (or statistical analysis thereof), for any part of  
22 quality control and/or for making changes or correction to any aspect  
23 of the HMA mixture.  
24
  - 25 3. The Contractor shall make no claim for untimely notification by the  
26 Contracting Agency of the Contracting Agency's test results or  
27 statistical analysis.  
28

29 **5-04.3(10) HMA Compaction Acceptance**

30 For all HMA, the Contractor shall comply with the General Compaction  
31 Requirements in Section 5-04.3(10)A. The Contracting Agency will evaluate all  
32 HMA for compaction compliance with one of the following - Statistical Evaluation,  
33 Visual Evaluation, or Test Point Evaluation - determined by the criteria in Table 14:  
34

Table 14

Criteria for Determining Method of Evaluation for HMA Compaction <sup>1</sup>		
Statistical Evaluation of HMA Compaction is Required For:	Visual Evaluation of HMA Compaction is Required For:	Test Point Evaluation of HMA Compaction is Required For:

<ul style="list-style-type: none"> <li>• Any HMA for which the specified course thickness is greater than 0.10 feet, and the HMA is in: <ul style="list-style-type: none"> <li>○ traffic lanes, including but not limited to: <ul style="list-style-type: none"> <li>• ramp lanes</li> <li>• truck climbing lanes</li> <li>• weaving lanes</li> <li>• speed change lanes</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• “HMA for Preleveling...”</li> <li>• “HMA for Pavement Repair...”</li> </ul>	<ul style="list-style-type: none"> <li>• Any HMA not meeting the criteria for Statistical Evaluation or Visual Evaluation</li> </ul>
---	--	--

<sup>1</sup>This table applies to all HMA, and shall be the sole basis for determining the acceptance method for compaction.

The Contracting Agency may, at its sole discretion, evaluate any HMA for compliance with the Cyclic Density requirements of Section 5-04.3(10)B.

**5-04.3(10)A HMA Compaction – General Compaction Requirements**

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, thoroughly and uniformly compact the mix. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, alter the JMF in accordance with Section 9-03.8(7) to achieve desired results.

Compact the mix when it is in the proper condition so that no undue displacement, cracking, or shoving occurs. Compact areas inaccessible to large compaction equipment by mechanical or hand tampers. Remove HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective. Replace the removed material with new HMA, and compact it immediately 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. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1<sup>st</sup> of any year through March 31<sup>st</sup> of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Unless otherwise approved by the Engineer, operate rollers in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, do not operate a roller in a mode that results in checking or cracking of the mat.

On bridge decks and on the five feet of roadway approach immediately adjacent to the end of bridge/back of pavement seat, operate rollers in static mode only.

**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

1 Density Price Adjustment will be assessed for any 500-foot section with two or  
2 more density readings below 90 percent of the theoretical maximum density.  
3

4 **5-04.3(10)C HMA Compaction Acceptance – Statistical Evaluation**

5 HMA compaction which is accepted by Statistical Evaluation will be based on  
6 acceptance testing performed by the Contracting Agency, and statistical  
7 analysis of those acceptance tests results. This will result in a Compaction  
8 Price Adjustment.  
9

10 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and**  
11 **Sublots**

12 HMA compaction which is accepted by Statistical Evaluation will be  
13 evaluated by the Contracting Agency dividing the project into compaction  
14 lots, and each compaction lot will be evaluated using stratified random  
15 sampling by the Contracting Agency sub-dividing each compaction lot  
16 into compaction sublots. All mixture in any individual compaction lot shall  
17 be of the same mix design. The compaction sublots will be numbered in  
18 the order in which the mixture (of a particular mix design) is paved.  
19

20 Each compaction lot comprises a maximum of 15 compaction sublots,  
21 except for the final compaction lot of each mix design on the Contract,  
22 which comprises a maximum of 25 sublots.  
23

24 Each compaction subplot shall be uniform in size as shown in Table 15,  
25 except that the last compaction subplot of each day may be increased to a  
26 maximum of two times the compaction subplot quantity calculated. Minor  
27 variations in the size of any subplot shall not be cause to invalidate the  
28 associated test result.  
29

Table 15

<b>HMA Compaction Sublot Size</b>	
<b>HMA Original Plan Quantity (tons)<sup>1</sup></b>	<b>Compaction Sublot Size (tons)</b>
<20,000	100
20,000 to 30,000	150
>30,000	200

<sup>1</sup> In determining the plan quantity tonnage, do not include any tons accepted by test point evaluation.

30  
31 The following will cause one compaction lot to end prematurely and a  
32 new compaction lot to begin:  
33

- 34 • For a compaction lot in progress with a compaction CPF less  
35 than 0.75, a new compaction lot will begin at the Contractor's  
36 request after the Engineer is satisfied that material conforming  
37 to the Specifications can be produced. See also Section 5-  
38 04.3(11)F.  
39

40 All HMA which is paved on a bridge and accepted for compaction by  
41 Statistical Evaluation will compose a bridge compaction lot. If the contract  
42 includes such HMA on more than one bridge, compaction will be  
43 evaluated on each bridge individually, as separate bridge compaction  
44 lots.  
45

1 Bridge compaction sublots will be determined by the Engineer subject to  
 2 the following:

- 3
- 4 • All sublots on a given bridge will be approximately the same
- 5 size.
- 6
- 7 • Sublots will be stratified from the lot.
- 8
- 9 • In no case will there be less than 3 sublots in each bridge
- 10 compaction lot.
- 11
- 12 • No sublot will exceed 50 tons.
- 13
- 14 • Compaction test locations will be determined by the Engineer in
- 15 accordance with WSDOT FOP for AASHTO T716.
- 16

17 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance**  
 18 **Testing**

19 Comply with Section 1-06.2(1).

20  
 21 The location of HMA compaction acceptance tests will be randomly  
 22 selected by the Contracting Agency from within each sublot, with one test  
 23 per sublot. The Contracting Agency will determine the random sample  
 24 location using WSDOT Test Method T 716.

25  
 26 Use Table 16 to determine compaction acceptance test procedures and  
 27 to allocate compaction acceptance sampling and testing responsibilities  
 28 between the Contractor and the Contracting Agency. HMA cores shall be  
 29 taken or nuclear density testing shall occur after completion of the finish  
 30 rolling, prior to opening to traffic, and on the same day that the mix is  
 31 placed.  
 32

Table 16

<b>HMA Compaction Acceptance Testing Procedures and Responsibilities</b>			
	<b>When Contract Includes Bid Item "HMA Core – Roadway" or "HMA Core – Bridge"<sup>4</sup></b>	<b>When Contract Does Not Include Bid Item "HMA Core – Roadway" or "HMA Core – Bridge"<sup>4</sup></b>	
<b>Basis for Test:</b>	<b>Cores</b>	<b>Cores<sup>3</sup></b>	<b>Nuclear Density Gauge<sup>3</sup></b>
<b>In-Place Density Determined by:</b>	Contractor shall take cores <sup>1</sup> using WSDOT SOP 734 <sup>2</sup> <hr/> Contracting Agency will determine core density using FOP for	Contracting Agency will take cores <sup>1</sup> using WSDOT SOP 734 <hr/> Contracting Agency will determine core density using	Contracting Agency, using WSDOT FOP for AASHTO T 355

	AASHTO T 166	FOP for AASHTO T 166	
Theoretical Maximum Density Determined by:	Contracting Agency, using FOP for AASHTO T 209		
Rolling Average of Theoretical Maximum Densities Determined by:	Contracting Agency, using WSDOT SOP 729		
Percent Compaction in Each Sublot Determined by:	Contracting Agency, using WSDOT SOP 736	Contracting Agency, using WSDOT SOP 736	Contracting Agency, using WSDOT FOP for AASHTO T 355

<sup>1</sup>The core diameter shall be 4-inches unless otherwise approved by the Engineer.

<sup>2</sup>The Contractor shall take the core samples in the presence of the Engineer, at locations designated by the Engineer, and deliver the core samples to the Contracting Agency.

<sup>3</sup>The Contracting Agency will determine, in its sole discretion, whether it will take cores or use the nuclear density gauge to determine in-place density. Exclusive reliance on cores for density acceptance is generally intended for small paving projects and is not intended as a replacement for nuclear gauge density testing on typical projects.

<sup>4</sup>The basis for test of all compaction sublots in a bridge compaction lot shall be cores. These cores shall be taken by the Contractor when the Proposal includes the bid item "HMA Cores – Bridge". When there is no bid item for "HMA Cores – Bridge", the Engineer will be responsible for taking HMA cores for all compaction sublots in a bridge compaction lot. In either case, the Engineer will determine core location, in-place density of the core, theoretical maximum density, rolling average of theoretical maximum density, and percent compaction using the procedure called for in this Section.

When using the nuclear density gauge for acceptance testing of pavement density, the Engineer will follow WSDOT SOP 730 for correlating the nuclear gauge with HMA cores. When cores are required for the correlation, coring and testing will be by the Contracting Agency. When a core is taken for gauge correlation at the location of a sublot, the relative density of the core will be used for the sublot test result and is exempt from retesting.

**5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments**

For each HMA compaction lot (that is accepted by Statistical Evaluation) which has less than three compaction sublots, for which all compaction sublots attain a minimum of 91 percent compaction determined in accordance with WSDOT FOP for AASHTO T 355 (or WSDOT SOP 736 when provided by the Contract), the HMA will be accepted at the unit Contract price with no further evaluation.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

1 For each HMA compaction lot (that is accepted by Statistical Evaluation)  
2 which does not meet the criteria in the preceding paragraph, the  
3 compaction lot shall be evaluated in accordance with Section 1-06.2(2) to  
4 determine the appropriate Compaction Price Adjustment (CPA). All of the  
5 test results obtained from the acceptance samples from a given  
6 compaction lot shall be evaluated collectively. Additional testing by either  
7 a nuclear density gauge or cores will be completed as required to provide  
8 a minimum of three tests for evaluation.  
9

10 For the statistical analysis in Section 1-06.2, use the following values:

11  
12 x = Percent compaction of each subplot  
13 USL = 100  
14 LSL = 91  
15

16 Each CPA will be determined as follows:

17  
18 
$$CPA = [0.40 \times (CPF - 1.00)] \times Q \times UP$$
  
19

20 Where

21  
22 CPA = Compaction Price Adjustment for the compaction lot (\$)  
23 CPF = Composite Pay Factor for the compaction lot (maximum is  
24 1.05)  
25 Q = Quantity in the compaction lot (tons)  
26 UP = Unit price of the HMA in the compaction lot (\$/ton)  
27

28 **5-04.3(10)C4 HMA Statistical Compaction – Requests for Retesting**

29 For a compaction subplot that has been tested with a nuclear density  
30 gauge that did not meet the minimum of 91 percent of the theoretical  
31 maximum density in a compaction lot with a CPF below 1.00 and thus  
32 subject to a price reduction or rejection, the Contractor may request that  
33 a core, taken at the same location as the nuclear density test, be used for  
34 determination of the relative density of the compaction subplot. The  
35 relative density of the core will replace the relative density determined by  
36 the nuclear density gauge for the compaction subplot and will be used for  
37 calculation of the CPF and acceptance of HMA compaction lot. When  
38 cores are taken by the Contracting Agency at the request of the  
39 Contractor, they shall be requested by noon of the next workday after the  
40 test results for the compaction subplot have been provided or made  
41 available to the Contractor. Traffic control shall be provided by the  
42 Contractor as requested by the Engineer. Failure by the Contractor to  
43 provide the requested traffic control will result in forfeiture of the request  
44 for retesting. When the CPF for the compaction lot based on the results  
45 of the cores is less than 1.00, the Contracting Agency will deduct the cost  
46 for the coring from any monies due or that may become due the  
47 Contractor under the Contract at the rate of \$200 per core and the  
48 Contractor shall pay for the cost of the traffic control.  
49

50 **5-04.3(10)D HMA Compaction – Visual Evaluation**

51 Visual Evaluation will be the basis of acceptance for compaction of the Bid  
52 items "HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_" and "HMA for Prelevelling  
53 Class \_\_\_ PG \_\_\_". This HMA shall be thoroughly compacted to the

1 satisfaction of the Engineer. HMA that is used to prelevel wheel ruts shall be  
2 compacted with a pneumatic tire roller.

3  
4 **5-04.3(10)E HMA Compaction – Test Point Evaluation**

5 When compaction acceptance is by Test Point Evaluation, compact HMA  
6 based on a test point evaluation of the compaction train. Perform the test  
7 point evaluation in accordance with instructions from the Engineer. The  
8 number of passes with an approved compaction train, required to attain the  
9 maximum test point density, shall be used on all subsequent paving.

10  
11 **5-04.3(10)F HMA Compaction Acceptance – Notification of Acceptance**  
12 **Test Results**

13 The obligations and responsibilities for notifying the Contractor of compaction  
14 acceptance test results are the same as for mixture acceptance test results.  
15 See Section 5-04.3(9)E.

16  
17 **5-04.3(11) Reject Work**

18 This Section applies to HMA and all requirements related to HMA (except  
19 aggregates prior to being incorporated into HMA). For rejection of aggregate prior  
20 to its incorporation into HMA refer to Section 3-04.

21  
22 **5-04.3(11)A Reject Work – General**

23 Work that is defective or does not conform to Contract requirements shall be  
24 rejected. The Contractor may propose, in writing, alternatives to removal and  
25 replacement of rejected material. Acceptability of such alternative proposals  
26 will be determined at the sole discretion of the Engineer.

27  
28 **5-04.3(11)B Rejection by Contractor**

29 The Contractor may, prior to acceptance sampling and testing, elect to  
30 remove any defective material and replace it with new material. Any such new  
31 material will be sampled, tested, and evaluated for acceptance.

32  
33 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

34 The Engineer may, without sampling, reject any batch, load, or section of  
35 Roadway that appears defective. Material rejected before placement shall not  
36 be incorporated into the pavement.

37  
38 No payment will be made for the rejected materials or the removal of the  
39 materials unless the Contractor requests the rejected material to be tested. If  
40 the Contractor requests testing, acceptance will be by Statistical Evaluation,  
41 and a minimum of three samples will be obtained and tested. When  
42 uncompacted material is required for testing but not available, the Engineer  
43 will determine random sample locations on the roadway in accordance with  
44 WSDOT Test Method T 716, take cores in accordance with WSDOT SOP  
45 734, and test the cores in accordance with WSDOT SOP 737.

46  
47 If the CPF for the rejected material is less than 0.75, no payment will be made  
48 for the rejected material; in addition, the cost of sampling and testing shall be  
49 borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost  
50 of sampling and testing will be borne by the Contracting Agency. If the  
51 material is rejected before placement and the CPF is greater than or equal to  
52 0.75, compensation for the rejected material will be at a CPF of 0.75. If  
53 rejection occurs after placement and the CPF is greater than or equal to 0.75,  
54 compensation for the rejected material will be at the calculated CPF with an

1 addition of 25 percent of the unit Contract price added for the cost of removal  
2 and disposal.  
3

4 **5-04.3(11)D Rejection – A Partial Sublot (Mixture or Compaction)**

5 In addition to the random acceptance sampling and testing, the Engineer may  
6 also isolate from a mixture or compaction sublot any material that is  
7 suspected of being defective in relative density, gradation or asphalt binder  
8 content. Such isolated material will not include an original sample location.  
9 The Contracting Agency will obtain a minimum of three random samples of  
10 the suspect material and perform the testing. When uncompacted material is  
11 required for testing but is not available, the Engineer will select random  
12 sample locations on the roadway in accordance with WSDOT Test Method T  
13 716, take cores samples in accordance with WSDOT SOP 734, and test the  
14 material in accordance with WSDOT SOP 737. The material will then be  
15 statistically evaluated as an independent lot in accordance with Section 1-  
16 06.2(2).  
17

18 **5-04.3(11)E Rejection – An Entire Sublot (Mixture or Compaction)**

19 An entire mixture or compaction sublot that is suspected of being defective  
20 may be rejected. When this occurs, a minimum of two additional random  
21 samples from this sublot will be obtained. When uncompacted material is  
22 required for the additional samples but the material has been compacted, the  
23 Contracting Agency will take and test cores from the roadway as described in  
24 Section 5-04.3(11)D. The additional samples and the original sublot will be  
25 evaluated as an independent lot in accordance with Section 1-06.2(2).  
26

27 **5-04.3(11)F Rejection - A Lot in Progress (Mixture or Compaction)**

28 The Contractor shall shut down operations and shall not resume HMA  
29 placement until such time as the Engineer is satisfied that material  
30 conforming to the Specifications can be produced when:  
31

- 32 1. the Composite Pay Factor (CPF) of a mixture or compaction lot in  
33 progress drops below 1.00 and the Contractor is taking no corrective  
34 action, or
- 35 2. the Pay Factor (PF<sub>i</sub>) for any constituent of a mixture or compaction  
36 lot in progress drops below 0.95 and the Contractor is taking no  
37 corrective action, or
- 38 3. either the PF<sub>i</sub> for any constituent (or the CPF) of a mixture or  
39 compaction lot in progress is less than 0.75.  
40  
41

42 **5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)**

43 An entire lot with a CPF of less than 0.75 will be rejected.  
44  
45

46 **5-04.3(12) Joints**

47 **5-04.3(12)A HMA Joints**

48 **5-04.3(12)A1 Transverse Joints**

49 Conduct operations such that placement of the top or wearing course is a  
50 continuous operation or as close to continuous as possible. Unscheduled  
51 transverse joints will be allowed, but the roller may pass over the  
52 unprotected end of the freshly laid HMA only when the placement of the  
53 course is discontinued for such a length of time that the HMA will cool  
54 below compaction temperature. When the Work is resumed, cut back the

1 previously compacted HMA to produce a slightly beveled edge for the full  
2 thickness of the course.

3  
4 Construct a temporary wedge of HMA on a 50H:1V where a transverse  
5 joint as a result of paving or planing is open to traffic. Separate the HMA  
6 in the temporary wedge from the permanent HMA upon which it is placed  
7 by strips of heavy wrapping paper or other methods approved by the  
8 Engineer. Remove the wrapping paper and trim the joint to a slightly  
9 beveled edge for the full thickness of the course prior to resumption of  
10 paving.

11  
12 Waste the material that is cut away and place new HMA against the cut.  
13 Use rollers or tamping irons to seal the joint.

14  
15 **5-04.3(12)A2 Longitudinal Joints**

16 Offset the longitudinal joint in any one course from the course  
17 immediately below by not more than 6 inches nor less than 2 inches.  
18 Locate all longitudinal joints constructed in the wearing course at a lane  
19 line or an edge line of the Traveled Way. Construct a notched wedge joint  
20 along all longitudinal joints in the wearing surface of new HMA unless  
21 otherwise approved by the Engineer. The notched wedge joint shall have  
22 a vertical edge of not less than the maximum aggregate size nor more  
23 than ½ of the compacted lift thickness, and then taper down on a slope  
24 not steeper than 4H:1V. Uniformly compact the sloped portion of the  
25 HMA notched wedge joint.

26  
27 On one-lane ramps a longitudinal joint may be constructed at the center  
28 of the traffic lane, subject to approval by the Engineer, if:

- 29  
30 1. The ramp must remain open to traffic, or  
31  
32 2. The ramp is closed to traffic and a hot-lap joint is constructed.  
33  
34 a. Two paving machines shall be used to construct the hot-lap  
35 joint.  
36  
37 b. The pavement within 6 inches of the hot-lap joint will not be  
38 excluded from random location selection for compaction  
39 testing.  
40  
41 c. Construction equipment other than rollers shall not operate  
42 on any uncompacted HMA.

43  
44 When HMA is placed adjacent to cement concrete pavement, construct  
45 longitudinal joints between the HMA and the cement concrete pavement.  
46 Saw the joint to the dimensions shown on Standard Plan A-40.10 and fill  
47 with joint sealant meeting the requirements of Section 9-04.2.

48  
49 **5-04.3(12)B Bridge Paving Joint Seals**

50 **5-04.3(12)B1 HMA Sawcut and Seal**

51 Prior to placing HMA on the bridge deck, establish sawcut alignment  
52 points at both ends of the bridge paving joint sealsto be placed at the  
53 bridge ends, and at interior joints within the bridge deck when and where  
54 shown in the Plans. Establish the sawcut alignment points in a manner

1 that they remain functional for use in aligning the sawcut after placing the  
2 HMA overlay.

3  
4 Submit a Type 1 Working Drawing consisting of the sealant  
5 manufacturer's application procedure.  
6

7 Construct the bridge paving joint seal as specified in the Plans and in  
8 accordance with the detail shown in the Standard Plans. Construct the  
9 sawcut in accordance with Section 5-05.3(8). Apply the sealant in  
10 accordance with Section 5-05.3(8)B and the manufacturer's application  
11 procedure.  
12

13 **5-04.3(12)B2 Paved Panel Joint Seal**

14 Construct the paved panel joint seal in accordance with the requirements  
15 specified in Section 5-04.3(12)B1 and the following requirement:  
16

- 17 1. Clean and seal the existing joint between concrete panels in  
18 accordance with Section 5-01.3(8) and the details shown in the  
19 Standard Plans.  
20

21 **5-04.3(13) Surface Smoothness**

22 The completed surface of all courses shall be of uniform texture, smooth, uniform  
23 as to crown and grade, and free from defects of all kinds. The completed surface  
24 of the wearing course shall not vary more than  $\frac{1}{8}$  inch from the lower edge of a  
25 10-foot straightedge placed on the surface parallel to the centerline. The  
26 transverse slope of the completed surface of the wearing course shall vary not  
27 more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.  
28

29 When deviations in excess of the above tolerances are found that result from  
30 a high place in the HMA, correct the pavement surface by one of the  
31 following methods:  
32

- 33 1. Remove material from high places by grinding with an approved grinding  
34 machine, or  
35  
36 2. Remove and replace the wearing course of HMA, or  
37  
38 3. By other method approved by the Engineer.  
39

40 Correct defects until there are no deviations anywhere greater than the allowable  
41 tolerances.  
42

43 Deviations in excess of the above tolerances that result from a low place in the  
44 HMA and deviations resulting from a high place where corrective action, in the  
45 opinion of the Engineer, will not produce satisfactory results will be accepted with  
46 a price adjustment. The Engineer shall deduct from monies due or that may  
47 become due to the Contractor the sum of \$500.00 for each and every section of  
48 single traffic lane 100 feet in length in which any excessive deviations described  
49 above are found.  
50

51 When portland cement concrete pavement is to be placed on HMA, the surface  
52 tolerance of the HMA shall be such that no surface elevation lies above the Plan  
53 grade minus the specified Plan depth of portland cement concrete pavement.  
54 Prior to placing the portland cement concrete pavement, bring any such

1 irregularities to the required tolerance by grinding or other means approved by the  
2 Engineer.

3  
4 When utility appurtenances such as manhole covers and valve boxes are located  
5 in the Traveled Way, pave the Roadway before the utility appurtenances are  
6 adjusted to the finished grade.  
7

#### 8 **5-04.3(14) Planing Bituminous Pavement**

9 Plane in such a manner that the underlying pavement is not torn, broken, or  
10 otherwise damaged by the planing operation. Delamination or raveling of the  
11 underlying pavement will not be construed as damage due to the Contractor's  
12 operations. Pavement outside the limits shown in the Plans or designated by the  
13 Engineer that is damaged by the Contractor's operations shall be repaired to the  
14 satisfaction of the Engineer at no additional cost to the Contracting Agency.  
15

16 For mainline planing operations, use equipment with automatic controls and with  
17 sensors for either or both sides of the equipment. The controls shall be capable of  
18 sensing the grade from an outside reference line, or a mat-referencing device. The  
19 automatic controls shall have a transverse slope controller capable of maintaining  
20 the mandrel at the desired transverse slope (expressed as a percentage) within  
21 plus or minus 0.1 percent.  
22

23 Remove all loose debris from the planed surface before opening the planed  
24 surface to traffic. The planings and other debris resulting from the planing  
25 operation shall become the property of the Contractor and be disposed of in  
26 accordance with Section 2-03.3(7)C, or as otherwise allowed by the Contract.  
27

#### 28 **5-04.3(15) Sealing Pavement Surfaces**

29 Apply a fog seal where shown in the Plans. Construct the fog seal in accordance  
30 with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog  
31 seal prior to opening to traffic.  
32

#### 33 **5-04.3(16) HMA Road Approaches**

34 Construct HMA approaches at the locations shown in the Plans or where staked  
35 by the Engineer, in accordance with Section 5-04.  
36

### 37 **5-04.4 Measurement**

38 HMA Cl. \_\_\_ PG \_\_\_, HMA for \_\_\_ Cl. \_\_\_ PG \_\_\_, and Commercial HMA will be measured  
39 by the ton in accordance with Section 1-09.2, with no deduction being made for the weight  
40 of asphalt binder, mineral filler, or any other component of the HMA. If the Contractor elects  
41 to remove and replace HMA as allowed by Section 5-04.3(11), the material removed will not  
42 be measured.  
43

44 Roadway cores will be measured per each for the number of cores taken.  
45

46 Crack Sealing-LF will be measured by the linear foot along the line of the crack.  
47

48 Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01  
49 mile or by the square yard, whichever is designated in the Proposal.  
50

51 Pavement repair excavation will be measured by the square yard of surface marked prior to  
52 excavation.  
53

54 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

1  
2 Longitudinal joint seals between the HMA and cement concrete pavement will be measured  
3 by the linear foot along the line and slope of the completed joint seal.

4  
5 HMA sawcut and seal, and paved panel joint seal, will be measured by the linear foot along  
6 the line and slope of the completed joint seal.

7  
8 Planing bituminous pavement will be measured by the square yard.

9  
10 Temporary pavement marking will be measured by the linear foot as provided in Section 8-  
11 23.4.

12  
13 Water will be measured by the M gallon as provided in Section 2-07.4.

#### 14 15 **5-04.5 Payment**

16 Payment will be made for each of the following Bid items that are included in the Proposal:

17  
18 "HMA Cl. \_\_\_ PG \_\_\_", per ton.

19 "HMA for Approach Cl. \_\_\_ PG \_\_\_", per ton.

20 "HMA for Preleveling Cl. \_\_\_ PG \_\_\_", per ton.

21 "HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_", per ton.

22 "Commercial HMA", per ton.

23 The unit Contract price per ton for "HMA Cl. \_\_\_ PG \_\_\_", "HMA for Approach Cl. \_\_\_  
24 PG \_\_\_", "HMA for Preleveling Cl. \_\_\_ PG \_\_\_", "HMA for Pavement Repair Cl. \_\_\_  
25 PG \_\_\_", and "Commercial HMA" shall be full compensation for all costs, including  
26 anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for  
27 those costs included in other items which are included in this Subsection and which  
28 are included in the Proposal.

29  
30 "Crack Sealing-FA", by force account.

31 "Crack Sealing-FA" will be paid for by force account as specified in Section 1-09.6. For  
32 the purpose of providing a common Proposal for all Bidders, the Contracting Agency  
33 has entered an amount in the Proposal to become a part of the total Bid by the  
34 Contractor.

35  
36 "Crack Sealing-LF", per linear foot.

37 The unit Contract price per linear foot for "Crack Sealing-LF" shall be full payment for  
38 all costs incurred to perform the Work described in Section 5-04.3(4)A.

39  
40 "Soil Residual Herbicide \_\_\_ ft. Wide", per mile, or

41 "Soil Residual Herbicide", per square yard.

42 The unit Contract price per mile or per square yard for "Soil Residual Herbicide" shall  
43 be full payment for all costs incurred to obtain, provide and install herbicide in  
44 accordance with Section 5-04.3(4)B.

45  
46 "Pavement Repair Excavation Incl. Haul", per square yard.

47 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"  
48 shall be full payment for all costs incurred to perform the Work described in Section 5-  
49 04.3(4)C with the exception, however, that all costs involved in the placement of HMA  
50 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl.  
51 \_\_\_ PG \_\_\_", per ton.

52  
53 "Asphalt for Fog Seal", per ton.

54 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

1  
2 "Longitudinal Joint Seal", per linear foot.

3 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment  
4 for all costs incurred to construct the longitudinal joint between HMA and cement  
5 concrete pavement, as described in Section 5-04.3(12)B.

6  
7 "HMA Sawcut And Seal", per linear foot.

8 The unit Contract price per linear foot for "HMA Sawcut And Seal" shall be full payment  
9 for all costs incurred to perform the Work described in Section 5-04.3(12)B1.

10  
11 "Paved Panel Joint Seal", per linear foot.

12 The unit Contract price per linear foot for "Paved Panel Joint Seal" shall be full  
13 payment for all costs incurred to perform the Work described in Section 5-04.3(12)B2.

14  
15 "Planing Bituminous Pavement", per square yard.

16 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full  
17 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

18  
19 "Temporary Pavement Marking", per linear foot.

20 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

21  
22 "Water", per M gallon.

23 Payment for "Water" is described in Section 2-07.5.

24  
25 "Job Mix Compliance Price Adjustment", by calculation.

26 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in  
27 Section 5-04.3(9)B6 and 5-04.3(9)D1.

28  
29 "Compaction Price Adjustment", by calculation.

30 "Compaction Price Adjustment" will be calculated and paid for as described in Section  
31 5-04.3(10)C3.

32  
33 "HMA Core – Bridge", per each.

34 The unit Contract price per each for "HMA Core – Bridge" shall be full payment for all  
35 costs, including traffic control, associated with taking HMA density cores in pavement  
36 that is on a bridge deck.

37  
38 "HMA Core – Roadway", per each.

39 The unit Contract price per each for "HMA Core – Roadway" shall be full payment for  
40 all costs, including traffic control, associated with taking HMA density cores in  
41 pavement that is not on a bridge deck.

42  
43 "Cyclic Density Price Adjustment", by calculation.

44 "Cyclic Density Price Adjustment" will be calculated and paid for as described in  
45 Section 5-04.3(10)B.

46  
47 **Section 6-03, Steel Structures**

48 **January 3, 2017**

49 **6-03.3(33) Bolted Connections**

50 In this section, "AASHTO M253" is revised to read "ASTM F3125 Grade A490", "ASTM F1852"  
51 is revised to read "ASTM F3125 Grade F1852", and "ASTM A325" is revised to read "ASTM  
52 F3125 Grade A325".

1 In the headings of Table 3, "A 325" is revised to read "ASTM F3125 Grade A325".

2  
3 In the headings of Table 3, "M 253" is revised to read "ASTM F3125 Grade A490".

4  
5 **Section 6-07, Painting**  
6 **April 3, 2017**

7 **6-07.3(10)A Containment**

8 The first sentence of the fourth paragraph is replaced with the following two new sentences:

9  
10 The containment system shall ensure no discharge into waters of the state. When there is  
11 no threat of discharging to the waters of the state, emissions shall not exceed the Level 2  
12 Emissions standard in SSPC Technology Guide No. 6, Section 5.5, and assessed by  
13 Method A, Visible Emissions.

14  
15 **6-07.3(10)F Collecting, Testing, and Disposal of Containment Waste**

16 The third, fourth and fifth paragraphs are deleted and replaced with the following two new  
17 paragraphs:

18  
19 Containment waste is defined as all paint chips and debris removed from the steel surface  
20 and all abrasive blast media, as contained by the containment system. After all waste from  
21 the containment system has been collected, the Contractor shall collect representative  
22 samples of the components that field screening indicates are lead-contaminated material.  
23 The Contractor shall collect at least one representative sample from each container. The  
24 Contractor may choose to collect a composite sample of each container, but the composite  
25 sample must consist of several collection points (a minimum of 3 random samples) that are  
26 representative of the entire contents of the container and representative of the  
27 characteristics of the type of waste in the container. In accordance with WAC 173-303-  
28 040, a representative sample means a sample which can be expected to exhibit the  
29 average properties of the sample source.

30  
31 The debris shall be tested for metals using the Toxicity Characteristics Leaching Procedure  
32 (TCLP) and EPA Methods 1311 and 6010. At a minimum, the materials should be analyzed  
33 for the Resource Conservation and Recovery Act (RCRA) 8 Metals (arsenic, barium,  
34 cadmium, chromium, lead, mercury, selenium, and silver). Pursuant to the Dangerous  
35 Waste (DW) Regulations Chapter 173-303-90(8)(c) WAC, "Any waste that contains  
36 contaminants which occur at concentrations at or above the DW threshold must be  
37 designated as DW." All material within each individual container or containment system  
38 that designates as DW shall be disposed of at a legally permitted Subtitle C Hazardous  
39 Waste Landfill. All material within each individual container or containment system that  
40 designate below the DW threshold, will be designated as "Solid Waste" and shall be  
41 disposed of at a legally permitted Subtitle D Landfill. Disposal shall be in accordance with  
42 WAC 173-303 for waste designated "Dangerous Waste" and pursuant to WAC 173-350 for  
43 waste designated as "Solid Waste".

44  
45 **Section 8-01, Erosion Control and Water Pollution Control**  
46 **August 1, 2016**

47 **8-01.2 Materials**

48 This section is supplemented with the following new paragraph:

49  
50 Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.  
51

1 **8-01.3(7) Stabilized Construction Entrance**

2 The last sentence of the first paragraph is revised to read:

3  
4 Material used for stabilized construction entrance shall be free of extraneous materials that  
5 may cause or contribute to track out.  
6

7 **8-01.3(8) Street Cleaning**

8 This section is revised to read:

9  
10 Self-propelled street sweepers shall be used to remove and collect sediment and other  
11 debris from the Roadway, whenever required by the Engineer. The street sweeper shall  
12 effectively collect these materials and prevent them from being washed or blown off the  
13 Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and  
14 shall be designed and operated in compliance with applicable air quality standards.  
15

16 Material collected by the street sweeper shall be disposed of in accordance with Section 2-  
17 03.3(7)C.  
18

19 Street washing with water will require the concurrence of the Engineer.  
20

21 **Section 8-10, Guide Posts**

22 **January 4, 2016**

23 **8-10.3 Construction Requirements**

24 The last sentence of the second paragraph is deleted.  
25

26 **Section 8-11, Guardrail**

27 **January 17, 2017**

28 **8-11.3(1)C Terminal and Anchor Installation**

29 This section is supplemented with the following new paragraph:  
30

31 Beam Guardrail Non-flared Terminals for Type 1 guardrail shall meet the crash test and  
32 evaluation criteria of NCHRP 350 or the Manual for Assessing Safety Hardware (MASH).  
33 Beam Guardrail Non-flared Terminals for Type 31 guardrail shall meet the crash test and  
34 evaluation criteria of MASH.  
35

36 **8-11.3(1)F Removing and Resetting Beam Guardrail**

37 The last sentence of the first paragraph is deleted.  
38

39 **8-11.5 Payment**

40 The paragraph following the Bid item "Removing and Resetting Beam Guardrail", per linear foot  
41 is revised to read:  
42

43 The unit Contract price per linear foot for "Removing and Resetting Beam Guardrail" shall  
44 be full payment for all costs to perform the Work as described in Section 8-11.3(1)F, except  
45 for replacement posts and blocks.  
46

47 The paragraph following the Bid item "Raising Existing Beam Guardrail", per linear foot is  
48 revised to read:  
49

1 The unit Contract price per linear foot for "Raising Existing Beam Guardrail" shall be full  
2 payment for all costs to perform the Work as described in Section 8-11.3(1)E, except for  
3 replacement posts and blocks.  
4

5 **Section 8-22, Pavement Marking**  
6 **January 4, 2016**

7 **8-22.4 Measurement**

8 The first two sentences of the fourth paragraph are revised to read:  
9

10 The measurement for "Painted Wide Lane Line", "Plastic Wide Lane Line", "Profiled Plastic  
11 Wide Lane Line", "Painted Barrier Center Line", "Plastic Barrier Center Line", "Painted Stop  
12 Line", "Plastic Stop Line", "Painted Wide Dotted Entry Line", or "Plastic Wide Dotted Entry  
13 Line" will be based on the total length of each painted, plastic or profiled plastic line  
14 installed. No deduction will be made for the unmarked area when the marking includes a  
15 broken line such as, wide broken lane line, drop lane line, wide dotted lane line or wide  
16 dotted entry line.  
17

18 **8-22.5 Payment**

19 The following two new Bid items are inserted after the Bid item "Plastic Crosshatch Marking",  
20 per linear foot:  
21

22 "Painted Wide Dotted Entry Line", per linear foot.  
23

24 "Plastic Wide Dotted Entry Line", per linear foot.  
25

26 **Section 9-03, Aggregates**  
27 **January 3, 2017**

28 **9-03.1(1) General Requirements**

29 In this section, each reference to "Section 9-01.2(3)" is revised to read "Section 9-01.2(1)A".  
30

31 This first paragraph is supplemented with the following:  
32

33 Reclaimed aggregate may be used if it complies with the specifications for Portland  
34 Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from plastic  
35 concrete by washing away the cementitious materials.  
36

37 **9-03.1(2) Fine Aggregate for Portland Cement Concrete**

38 This section is revised to read:  
39

40 Fine aggregate shall consist of natural sand or manufactured sand, or combinations  
41 thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent  
42 coating. Fine aggregate shall be washed thoroughly to meet the specifications.  
43

44 **9-03.1(2)A Deleterious Substances**

45 This section is revised to read:  
46

47 The amount of deleterious substances in the washed aggregate shall be tested in  
48 accordance with AASHTO M 6 and not exceed the following values:  
49

1	Material finer than No. 200 Sieve	2.5 percent by weight
2	Clay lumps and friable particles	3.0 percent by weight
3	Coal and lignite	0.25 percent by weight
4	Particles of specific gravity less than 2.00	1.0 percent by weight.

5  
6  
7  
8  
9  
10  
11

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.

12 **9-03.1(4) Coarse Aggregate for Portland Cement Concrete**

13 This section is revised to read:

14  
15  
16  
17  
18

Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

19 **9-03.1(4)A Deleterious**

20 This section, including title, is revised to read:

21  
22

**9-03.1(4)A Deleterious Substances**

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

23  
24  
25  
26  
27  
28  
29  
30  
31  
32

Material finer than No. 200	1.0 <sup>1</sup> percent by weight
Clay lumps and Friable Particles	2.0 percent by weight
Shale	2.0 percent by weight
Wood waste	0.05 percent by weight
Coal and Lignite	0.5 percent by weight
Sum of Clay Lumps, Friable Particles, and Chert (Less Than 2.40 specific gravity SSD)	3.0 percent by weight

33  
34  
35

<sup>1</sup>If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

36  
37 **9-03.1(4)C Grading**

38 The following new sentence is inserted at the beginning of the last paragraph:

39  
40  
41  
42

Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.

43 **9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete**

44 This section is revised to read:

45  
46  
47  
48  
49

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

50  
51 **9-03.1(5)A Deleterious Substances**

52 This section is revised to read:

53

1 The amount of deleterious substances in the washed aggregates  $\frac{3}{8}$  inch or larger shall not  
2 exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than  $\frac{3}{8}$  inch  
3 they shall not exceed the values specified in Section 9-03.1(2)A.  
4

#### 5 **9-03.1(5)B Grading**

6 The first paragraph is deleted.  
7

#### 8 **9-03.8(2) HMA Test Requirements**

9 In the table in item number 3, the heading "Statistical and Nonstatistical" is revised to read  
10 "Statistical".  
11

#### 12 **9-03.8(7) HMA Tolerances and Adjustments**

13 In the table in item number 1, the column titled "Nonstatistical Evaluation" is deleted.  
14

15 In the table in item 1, the last column titled "Commercial Evaluation" is revised to read "Visual  
16 Evaluation".  
17

#### 18 **9-03.11(1) Streambed Sediment**

19 The following three new sentences are inserted after the first sentence of the first paragraph:  
20

21 Alternate gradations may be used if proposed by the Contractor and accepted by the  
22 Engineer. The Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power  
23 maximum density curve of the proposed gradation. The alternate gradation shall closely  
24 follow the maximum density line and have Nominal Aggregate Size of no less than 1½  
25 inches or no greater than 3 inches.  
26

#### 27 **9-03.12(4) Gravel Backfill for Drains**

28 The following new sentence is inserted at the beginning of the second paragraph:  
29

30 As an alternative, AASHTO grading No. 57 may be used in accordance with Section 9-  
31 03.1(4)C.  
32

#### 33 **9-03.12(5) Gravel Backfill for Drywells**

34 The following new sentence is inserted at the beginning of the second paragraph:  
35

36 As an alternative, AASHTO grading No. 4 may be used in accordance with Section 9-  
37 03.1(4)C.  
38

#### 39 **9-03.21(1)B Concrete Rubble**

40 This section, including title, is revised to read:  
41

#### 42 **9-03.21(1)B Recycled Concrete Aggregate**

43 Recycled concrete aggregates are coarse aggregates manufactured from hardened  
44 concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or  
45 blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate  
46 shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-  
47 03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete  
48 shall:  
49

- 50 1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable  
51 matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass,  
52 asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s)  
53 not otherwise noted;

2. Be free of harmful components such as chlorides and reactive materials unless mitigation measures are taken to prevent recurrence in the new concrete;
3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.

Recycled concrete aggregate shall not be placed below the ordinary high water mark of any water of the State.

**9-03.21(1)D Recycled Steel Furnace Slag**

This section title is revised to read:

**Steel Slag**

**9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material**

In the Hot Mix Asphalt column, each value of "20" is revised to read "25".

The last column heading "Steel Furnace Slag" is revised to read "Steel Slag".

The following new row is inserted after the second row:

Coarse Aggregate for Commercial Concrete	9-03.1(4)	0	100	0	0
--	-----------	---	-----	---	---

**Section 9-06, Structural Steel and Related Materials  
January 3, 2017**

**9-06.5(3) High-Strength Bolts**

In this section, "ASTM A325" is revised to read "ASTM F3125 Grade A325", "ASTM A490" is revised to read "ASTM F3125 Grade A490", and "ASTM F1852" is revised to read "ASTM F3125 Grade F1852".

In the fifth paragraph, "ASTM-A325" is revised to read "ASTM F3125".

**9-06.12 Bronze Castings**

In this section, "AASHTO M107" is revised to read "ASTM B22".

**9-06.16 Roadside Sign Structures**

In the first paragraph, "ASTM A325" is revised to read "ASTM F3125 Grade A325".

**Section 9-16, Fence and Guardrail  
January 17, 2017**

**9-16.3(3) Galvanizing**

The first three sentences are deleted and replaced with the following single sentence:

W-beam or thrie beam rail elements and terminal sections shall be galvanized in accordance with AASHTO M 180, Class A, Type II.

1 **Section 9-35, Temporary Traffic Control Materials**  
2 **August 1, 2016**

3 **9-35.12 Transportable Attenuator**

4 The second sentence of the first paragraph is revised to read:

5  
6 The transportable attenuator shall be mounted on, or attached to, a host vehicle that  
7 complies with the manufacturer's recommended weight range.  
8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

**This Page Intentionally Left Blank**



INFORMATIONAL COPY ONLY - NOT FOR BIDDING

1 INTRODUCTION TO THE SPECIAL PROVISIONS

2  
3 The work on this project shall be accomplished in accordance with the *Standard Specifications*  
4 *for Road, Bridge and Municipal Construction*, 2016 edition, as issued by the Washington State  
5 Department of Transportation (WSDOT) and the American Public Works Association (APWA),  
6 Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications,  
7 as modified or supplemented by the Amendments to the Standard Specifications and these  
8 Special Provisions, all of which are made a part of the Contract Documents, shall govern all of  
9 the Work.  
10

11 These Special Provisions are made up of both General Special Provisions (GSPs) from various  
12 sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each  
13 Provision either supplements, modifies, or replaces the comparable Standard Specification, or is  
14 a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion  
15 of the Standard Specifications is meant to pertain only to that particular portion of the section,  
16 and in no way should it be interpreted that the balance of the section does not apply.  
17

18 The project-specific Special Provisions are not labeled as such. The GSPs are labeled under  
19 the headers of each GSP, with the effective date of the GSP and its source. For example:

- 20  
21 (March 8, 2013 APWA GSP)  
22 (April 1, 2013 WSDOT GSP)  
23

24 Also incorporated into the Contract Documents by reference are:

- 25 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted  
26 edition, with Washington State modifications, if any  
27 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current  
28 edition  
29

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

31 DIVISION 1 GENERAL REQUIREMENTS

32  
33 DESCRIPTION OF WORK

34  
35  
36 (\*\*\*\*\*)

37 This contract provides for the construction of 7.20 miles of HMA overlay on  
38 Beverly Burke Road, from MP 0.00 to MP 7.20, a two lane county road in Grant  
39 County, WA, and includes planing bituminous pavement, shoulder finishing, hot  
40 mix asphalt, project temporary traffic control, painted centerline and edge line  
41 and other work, all in accordance with the attached Contract Plans, these  
42 Contract Provisions, and the Standard Specifications.  
43

44 DEFINITIONS AND TERMS

1  
2 **1-01.3 Definitions**  
3 *(January 4, 2016 APWA GSP)*  
4

5 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them  
6 with the following:  
7

8 **Dates**

9 ***Bid Opening Date***

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

11 ***Award Date***

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

14 ***Contract Execution Date***

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

16 ***Notice to Proceed Date***

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

18 ***Substantial Completion Date***

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

24 ***Physical Completion Date***

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

28 ***Completion Date***

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

33 ***Final Acceptance Date***

34 The date on which the Contracting Agency accepts the Work as complete.  
35

36 Supplement this Section with the following:

37  
38 All references in the Standard Specifications, Amendments, or WSDOT General Special  
39 Provisions, to the terms "Department of Transportation", "Washington State Transportation  
40 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and  
41 "State Treasurer" shall be revised to read "Contracting Agency".  
42

43 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"  
44 unless the reference is to an administrative agency of the State of Washington, a State  
45 statute or regulation, or the context reasonably indicates otherwise.  
46

47 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency  
48 designated location".  
49

1 All references to "final contract voucher certification" shall be interpreted to mean the  
2 Contracting Agency form(s) by which final payment is authorized, and final completion and  
3 acceptance granted.  
4

5 **Additive**

6 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,  
7 which may, at the discretion of the Contracting Agency, be awarded in addition to the base  
8 bid.  
9

10 **Alternate**

11 One of two or more units of work or groups of bid items, identified separately in the Bid  
12 Proposal, from which the Contracting Agency may make a choice between different  
13 methods or material of construction for performing the same work.  
14

15 **Business Day**

16 A business day is any day from Monday through Friday except holidays as listed in Section  
17 1-08.5.  
18

19 **Contract Bond**

20 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond  
21 form(s) are required by the Contract Documents, which may be a combination of a Payment  
22 Bond and a Performance Bond.  
23

24 **Contract Documents**

25 See definition for "Contract".  
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which the  
29 Work must be physically completed.  
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the  
33 Contracting Agency's acceptance of the Bid Proposal.  
34

35 **Notice to Proceed**

36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
37 and directing the Contractor to proceed with the Work and establishing the date on which  
38 the Contract time begins.  
39

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
42 equestrian traffic.  
43

44 **BID PROCEDURES AND CONDITIONS**

45  
46 **1-02.1 Prequalification of Bidders**  
47

48 Delete this section and replace it with the following:  
49

50 **1-02.1 Qualifications of Bidder**  
51 *(January 24, 2011 APWA GSP)*

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

4  
5 **1-02.2 Plans and Specifications**

6 *(June 27, 2011 APWA GSP)*

7  
8 Delete this section and replace it with the following:

9  
10 Information as to where Bid Documents can be obtained or reviewed can be found in the  
11 Call for Bids (Advertisement for Bids) for the work.

12  
13 After award of the contract, plans and specifications will be issued to the Contractor at no  
14 cost as detailed below:

15

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	4	Furnished automatically upon award.
Contract Provisions	4	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

16  
17 Additional plans and Contract Provisions may be obtained by the Contractor from the source  
18 stated in the Call for Bids, at the Contractor's own expense.

19  
20 **1-02.4(1) General**  
21 *(August 15, 2016 APWA GSP Option A)*

22 The first sentence of the last paragraph is revised to read:

23 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,  
24 must request the explanation or interpretation in writing soon enough to allow a written  
25 reply to reach all prospective Bidders before the submission of their Bids.

26  
27  
28 **1-02.5 Proposal Forms**  
29 *(June 27, 2011 APWA GSP)*

30  
31 Delete this section and replace it with the following:

32  
33 The Proposal Form will identify the project and its location and describe the work. It will also  
34 list estimated quantities, units of measurement, the items of work, and the materials to be  
35 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that

1 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;  
2 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;  
3 the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE  
4 commitment, if applicable; a State of Washington Contractor's Registration Number; and a  
5 Business License Number, if applicable. Bids shall be completed by typing or shall be  
6 printed in ink by hand, preferably in black ink. The required certifications are included as part  
7 of the Proposal Form.  
8

9 The Contracting Agency reserves the right to arrange the proposal forms with alternates and  
10 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all  
11 alternates and additives set forth in the Proposal Form unless otherwise specified.  
12

### 13 **1-02.6 Preparation of Proposal**

14 *(June 27, 2011 APWA GSP)*

15 Supplement the second paragraph with the following:

- 16 4. If a minimum bid amount has been established for any item, the unit or lump sum price  
17 must equal or exceed the minimum amount stated.
- 18 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed  
19 by the signer of the bid.

20 Delete the last paragraph, and replace it with the following:

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

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

24 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A  
25 copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE  
26 requirements are to be satisfied through such an agreement.

27 A bid by a joint venture shall be executed in the joint venture name and signed by a member  
28 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid  
29 Form if any D/W/MBE requirements are to be satisfied through such an agreement.  
30  
31

### 32 **1-02.7 Bid Deposit**

33 *(March 8, 2013 APWA GSP)*

34  
35 Supplement this section with the following:

36  
37 Bid bonds shall contain the following:

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

1           6. The signature of the surety's officer empowered to sign the bond and the power of  
2           attorney.

3  
4           If so stated in the Contract Provisions, bidder must use the bond form included in the  
5           Contract Provisions.

6  
7           If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

8  
9           **1-02.9 Delivery of Proposal**  
10          *(August 15, 2016 APWA GSP, Option A)*

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

13  
14           Each proposal shall be submitted in a sealed envelope, with the Project Name and Project  
15           Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as  
16           otherwise required in the Bid Documents, to ensure proper handling and delivery.

17  
18           If the project has FHWA funding and requires DBE Written Confirmation Document(s) or  
19           Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall  
20           submit written Confirmation Documentation from each DBE firm listed on the Bidder's  
21           completed DBE Utilization Certification, form 272-056 EF, as required by Section 1-02.6.  
22           The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with  
23           the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received **no later**  
24           **than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of  
25           the Bid Proposal.

26  
27           If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed  
28           envelope labeled the same as for the Proposal, with "DBE Supplemental Information"  
29           added. All other information required to be submitted with the Bid Proposal must be  
30           submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

31  
32           The Contracting Agency will not open or consider any Bid Proposal that is received after the  
33           time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other  
34           than that specified in the Call for Bids. The Contracting Agency will not open or consider  
35           any DBE confirmations or GFE documentation proposal that is received after the time  
36           specified above, or received in a location other than that specified in the Call for Bids.

37  
38  
39         **Public Opening Of Proposals**

40         Section 1-02.12 is supplemented with the following:

41  
42         (\*\*\*\*\*)

43         *Date Of Opening Bids*

44         Sealed bids are to be received at the following location prior to the time specified:

45  
46           The Office of the Board of County Commissioners, Grant County Courthouse, Room  
47           207, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

48  
49           The bid opening date for this project is **August 14, 2017**. Bids received will be publicly  
50           opened and read after **2:00 P.M.** Pacific Time on this date.  
51

1 **1-02.13 Irregular Proposals**

2 *(January 4, 2016 APWA GSP)*

3  
4 Delete this section and replace it with the following:

- 5  
6 1. A proposal will be considered irregular and will be rejected if:
- 7 a. The Bidder is not prequalified when so required;
  - 8 b. The authorized proposal form furnished by the Contracting Agency is not used or
  - 9 is altered;
  - 10 c. The completed proposal form contains any unauthorized additions, deletions,
  - 11 alternate Bids, or conditions;
  - 12 d. The Bidder adds provisions reserving the right to reject or accept the award, or
  - 13 enter into the Contract;
  - 14 e. A price per unit cannot be determined from the Bid Proposal;
  - 15 f. The Proposal form is not properly executed;
  - 16 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
  - 17 as required in Section 1-02.6;
  - 18 h. The Bidder fails to submit or properly complete a Disadvantaged Business
  - 19 Enterprise Certification, if applicable, as required in Section 1-02.6;
  - 20 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
  - 21 Bidder's completed DBE Utilization Certification that they are in agreement with
  - 22 the bidders DBE participation commitment, if applicable, as required in Section 1-
  - 23 02.6, or if the written confirmation that is submitted fails to meet the requirements
  - 24 of the Special Provisions;
  - 25 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
  - 26 required in Section 1-02.6, or if the documentation that is submitted fails to
  - 27 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - 28 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
  - 29 material terms of the Bid invitation; or
  - 30 l. More than one proposal is submitted for the same project from a Bidder under
  - 31 the same or different names.
- 32
- 33 2. A Proposal may be considered irregular and may be rejected if:
- 34 a. The Proposal does not include a unit price for every Bid item;
  - 35 b. Any of the unit prices are excessively unbalanced (either above or below the
  - 36 amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - 37 c. Receipt of Addenda is not acknowledged;
  - 38 d. A member of a joint venture or partnership and the joint venture or partnership
  - 39 submit Proposals for the same project (in such an instance, both Bids may be
  - 40 rejected); or
  - 41 e. If Proposal form entries are not made in ink.
- 42  
43

44 **1-02.14 Disqualification of Bidders**

45 *(March 8, 2013 APWA GSP, Option A)*

46  
47 Delete this section and replace it with the following:

48 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
49 responsibility criteria in RCW 39.04.350(1), as amended.

1 As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent  
2 two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid  
3 submittal deadline, documentation (sufficient in the sole judgment of the Contracting  
4 Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency  
5 reserves the right to request such documentation from other Bidders as well, and to request  
6 further documentation as needed to assess bidder responsibility. The Contracting Agency  
7 also reserves the right to obtain information from third parties concerning a Bidder's  
8 compliance with the mandatory bidder responsibility criteria.

9 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
10 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
11 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
12 If the Bidder disagrees with this determination, it may appeal the determination within two  
13 (2) business days of the Contracting Agency's determination by presenting its appeal and  
14 any additional information to the Contracting Agency. The Contracting Agency will consider  
15 the appeal and any additional information before issuing its final determination. If the final  
16 determination affirms that the Bidder is not responsible, the Contracting Agency will not  
17 execute a contract with any other Bidder until at least two business days after the Bidder  
18 determined to be not responsible has received the Contracting Agency's final determination.

## 19 20 **AWARD AND EXECUTION OF CONTRACT**

### 21 22 **1-03.3 Execution of Contract** 23 *(October 1, 2005 APWA GSP)*

24  
25 Revise this section to read:

26  
27 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available  
28 for signature by the successful bidder on the first business day following award. The number  
29 of copies to be executed by the Contractor will be determined by the Contracting Agency.

30  
31 Within ~~\$\$\$ 10 (ten) \$\$\$~~ calendar days after the award date, the successful bidder shall return  
32 the signed Contracting Agency-prepared contract, an insurance certification as required by  
33 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before  
34 execution of the contract by the Contracting Agency, the successful bidder shall provide any  
35 pre-award information the Contracting Agency may require under Section 1-02.15.

36  
37 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
38 Agency nor shall any work begin within the project limits or within Contracting Agency-  
39 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
40 and for any materials ordered before the contract is executed by the Contracting Agency.

41  
42 If the bidder experiences circumstances beyond their control that prevents return of the  
43 contract documents within the calendar days after the award date stated above, the  
44 Contracting Agency may grant up to a maximum of ~~\$\$\$ 5 (five) \$\$\$~~ additional calendar days  
45 for return of the documents, provided the Contracting Agency deems the circumstances  
46 warrant it.

### 47 48 **1-03.4 Contract Bond**

1 (July 23, 2015 APWA GSP)

2  
3 Delete the first paragraph and replace it with the following:

4  
5 The successful bidder shall provide executed payment and performance bond(s) for the full  
6 contract amount. The bond may be a combined payment and performance bond; or be  
7 separate payment and performance bonds. In the case of separate payment and  
8 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

35  
36 **1-03.7 Judicial Review**  
37 (July 23, 2015 APWA GSP)

38  
39 Revise this section to read:

40  
41 Any decision made by the Contracting Agency regarding the Award and execution of the

42 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted

43 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the

44 county where the Contracting Agency headquarters is located, provided that where an

45 action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

46  
47  
48  
49 **SCOPE OF THE WORK**

1  
2 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
3 **Specifications, and Addenda**

4 *(March 13, 2012 APWA GSP)*  
5

6 Revise the second paragraph to read:  
7

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

- 10 1. Addenda,  
11 2. Proposal Form,  
12 3. Special Provisions,  
13 4. Contract Plans,  
14 5. Amendments to the Standard Specifications,  
15 6. Standard Specifications,  
16 7. Contracting Agency's Standard Plans or Details (if any), and  
17 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

18 **Control of Work**  
19

20 **1-05.7 Removal of Defective and Unauthorized Work**

21 *(October 1, 2005 APWA GSP)*  
22

23 Supplement this section with the following:  
24

25 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
26 written notice from the Engineer, or fails to perform any part of the work required by the  
27 Contract Documents, the Engineer may correct and remedy such work as may be identified  
28 in the written notice, with Contracting Agency forces or by such other means as the  
29 Contracting Agency may deem necessary.  
30

31 If the Contractor fails to comply with a written order to remedy what the Engineer determines  
32 to be an emergency situation, the Engineer may have the defective and unauthorized work  
33 corrected immediately, have the rejected work removed and replaced, or have work the  
34 Contractor refuses to perform completed by using Contracting Agency or other forces. An  
35 emergency situation is any situation when, in the opinion of the Engineer, a delay in its  
36 remedy could be potentially unsafe, or might cause serious risk of loss or damage to the  
37 public.  
38

39 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
40 remedying defective or unauthorized work, or work the Contractor failed or refused to  
41 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
42 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in  
43 particular, but without limitation, compensation for additional professional services required,  
44 and costs for repair and replacement of work of others destroyed or damaged by correction,  
45 removal, or replacement of the Contractor's unauthorized work.  
46

47 No adjustment in contract time or compensation will be allowed because of the delay in the  
48 performance of the work attributable to the exercise of the Contracting Agency's rights  
49 provided by this Section.  
50

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

4 **1-05.11 Final Inspection**

5  
6 Delete this section and replace it with the following:

7  
8 **1-05.11 Final Inspections and Operational Testing**  
9 *(October 1, 2005 APWA GSP)*

10  
11 **1-05.11(1) Substantial Completion Date**

12  
13 When the Contractor considers the work to be substantially complete, the Contractor shall  
14 so notify the Engineer and request the Engineer establish the Substantial Completion Date.  
15 The Contractor's request shall list the specific items of work that remain to be completed in  
16 order to reach physical completion. The Engineer will schedule an inspection of the work  
17 with the Contractor to determine the status of completion. The Engineer may also establish  
18 the Substantial Completion Date unilaterally.

19  
20 If, after this inspection, the Engineer concurs with the Contractor that the work is  
21 substantially complete and ready for its intended use, the Engineer, by written notice to the  
22 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer  
23 does not consider the work substantially complete and ready for its intended use, the  
24 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

25  
26 Upon receipt of written notice concurring in or denying substantial completion, whichever is  
27 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
28 interruption, the work necessary to reach Substantial and Physical Completion. The  
29 Contractor shall provide the Engineer with a revised schedule indicating when the  
30 Contractor expects to reach substantial and physical completion of the work.

31  
32 The above process shall be repeated until the Engineer establishes the Substantial  
33 Completion Date and the Contractor considers the work physically complete and ready for  
34 final inspection.

35 **1-05.11(2) Final Inspection and Physical Completion Date**

36  
37 When the Contractor considers the work physically complete and ready for final inspection,  
38 the Contractor by written notice, shall request the Engineer to schedule a final inspection.  
39 The Engineer will set a date for final inspection. The Engineer and the Contractor will then  
40 make a final inspection and the Engineer will notify the Contractor in writing of all particulars  
41 in which the final inspection reveals the work incomplete or unacceptable. The Contractor  
42 shall immediately take such corrective measures as are necessary to remedy the listed  
43 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption  
44 until physical completion of the listed deficiencies. This process will continue until the  
45 Engineer is satisfied the listed deficiencies have been corrected.

46  
47 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
48 written notice listing the deficiencies, the Engineer may, upon written notice to the  
49 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
50 Section 1-05.7.

51 The Contractor will not be allowed an extension of contract time because of a delay in the  
52 performance of the work attributable to the exercise of the Engineer's right hereunder.  
53

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

### 6 7 **1-05.11(3) Operational Testing**

8  
9 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
10 complete and operable system. Therefore when the work involves the installation of  
11 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
12 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
13 Engineer to have the Contractor operate and test the work for a period of time after final  
14 inspection but prior to the physical completion date. Whenever items of work are listed in the  
15 Contract Provisions for operational testing they shall be fully tested under operating  
16 conditions for the time period specified to ensure their acceptability prior to the Physical  
17 Completion Date. During and following the test period, the Contractor shall correct any items  
18 of workmanship, materials, or equipment which prove faulty, or that are not in first class  
19 operating condition. Equipment, electrical controls, meters, or other devices and equipment  
20 to be tested during this period shall be tested under the observation of the Engineer, so that  
21 the Engineer may determine their suitability for the purpose for which they were installed.  
22 The Physical Completion Date cannot be established until testing and corrections have been  
23 completed to the satisfaction of the Engineer.

24  
25 The costs for power, gas, labor, material, supplies, and everything else needed to  
26 successfully complete operational testing, shall be included in the unit contract prices  
27 related to the system being tested, unless specifically set forth otherwise in the proposal.

28  
29 Operational and test periods, when required by the Engineer, shall not affect a  
30 manufacturer's guaranties or warranties furnished under the terms of the contract.

31  
32 1-05.13 Superintendents, Labor and Equipment of Contractor

33 *(August 14, 2013 APWA GSP)*

34 Delete the sixth and seventh paragraphs of this section.

### 35 36 **Superintendents, Labor and Equipment of Contractor**

37 Revise the seventh paragraph of Section 1-05.13 to read:

38  
39 *(\*\*\*\*\*)*

40 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to  
41 Section 1-02.1 and 1-02.14, it will take these performance reports into account.

### 42 43 **Cooperation With Other Contractors**

44 Section 1-05.14 is supplemented with the following:

45  
46 *(March 13, 1995)*

47 *Other Contracts Or Other Work*

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

- 4
- 5 1. Utility relocations and/or normal maintenance work by telephone and  
6 power companies.
- 7 2. Normal maintenance work by Grant County Road crews.
- 8 3. Normal maintenance work by irrigation district crews.
- 9

10 **1-05.15 Method of Serving Notices**  
11 *(March 25, 2009 APWA GSP)*

12 Revise the second paragraph to read:

13  
14 All correspondence from the Contractor shall be directed to the Project Engineer. All  
15 correspondence from the Contractor constituting any notification, notice of protest, notice of  
16 dispute, or other correspondence constituting notification required to be furnished under the  
17 Contract, must be in paper format, hand delivered or sent via mail delivery service to the  
18 Project Engineer's office. Electronic copies such as e-mails or electronically delivered  
19 copies of correspondence will not constitute such notice and will not comply with the  
20 requirements of the Contract.  
21

22  
23 Add the following new section:

24  
25 **1-05.16 Water and Power**  
26 *(October 1, 2005 APWA GSP)*

27  
28 The Contractor shall make necessary arrangements, and shall bear the costs for power and  
29 water necessary for the performance of the work, unless the contract includes power and  
30 water as a pay item.

31  
32 **CONTROL OF MATERIAL**

33 Section 1-06 is supplemented with the following:

34  
35 **Buy America**

36  
37 *(August 6, 2012)*

38 In accordance with Buy America requirements contained in 23 CFR 635.410, the major  
39 quantities of steel and iron construction material that is permanently incorporated into  
40 the project shall consist of American-made materials only. Buy America does not apply  
41 to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel  
42 scaffolding and falsework.

43  
44 Minor amounts of foreign steel and iron may be utilized in this project provided the cost  
45 of the foreign material used does not exceed one-tenth of one percent of the total  
46 contract cost or \$2,500.00, whichever is greater.

47  
48 American-made material is defined as material having all manufacturing processes  
49 occurring domestically. To further define the coverage, a domestic product is a  
50 manufactured steel material that was produced in one of the 50 States, the District of  
51 Columbia, Puerto Rico, or in the territories and possessions of the United States.  
52

1 If domestically produced steel billets or iron ingots are exported outside of the area of  
2 coverage, as defined above, for any manufacturing process then the resulting product  
3 does not conform to the Buy America requirements. Additionally, products  
4 manufactured domestically from foreign source steel billets or iron ingots do not  
5 conform to the Buy America requirements because the initial melting and mixing of  
6 alloys to create the material occurred in a foreign country.  
7

8 Manufacturing begins with the initial melting and mixing, and continues through the  
9 coating stage. Any process which modifies the chemical content, the physical size or  
10 shape, or the final finish is considered a manufacturing process. The processes include  
11 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The  
12 action of applying a coating to steel or iron is deemed a manufacturing process.  
13 Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other  
14 coating that protects or enhances the value of steel or iron. Any process from the  
15 original reduction from ore to the finished product constitutes a manufacturing process  
16 for iron.  
17

18 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and  
19 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced  
20 iron ore.  
21

22 The following are considered to be steel manufacturing processes:  
23

24 1. Production of steel by any of the following processes:  
25

26 a. Open hearth furnace.  
27

28 b. Basic oxygen.  
29

30 c. Electric furnace.  
31

32 d. Direct reduction.  
33

34 2. Rolling, heat treating, and any other similar processing.  
35

36 3. Fabrication of the products.06051.GR1 2  
37

38 a. Spinning wire into cable or strand.  
39

40 b. Corrugating and rolling into culverts.  
41

42 c. Shop fabrication.  
43

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

49 **1-06.6 Recycled Materials**  
50 *(January 4, 2016 APWA GSP)*  
51

52 Delete this section, including its subsections, and replace it with the following:  
53

1 The Contractor shall make their best effort to utilize recycled materials in the construction of  
2 the project. Approval of such material use shall be as detailed elsewhere in the Standard  
3 Specifications.  
4

5 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
6 that were utilized in the construction of the project for each of the items listed in Section 9-  
7 03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
8 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and  
9 aggregates from concrete returned to the supplier). The Contractor's report shall be  
10 provided on DOT form 350-075 Recycled Materials Reporting.  
11

## 12 13 **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### 14 15 **1-07.1 Laws to be Observed** 16 *(October 1, 2005 APWA GSP)*

17 Supplement this section with the following:

18 In cases of conflict between different safety regulations, the more stringent regulation shall  
19 apply.  
20

21 The Washington State Department of Labor and Industries shall be the sole and paramount  
22 administrative agency responsible for the administration of the provisions of the Washington  
23 Industrial Safety and Health Act of 1973 (WISHA).  
24

25 The Contractor shall maintain at the project site office, or other well known place at the  
26 project site, all articles necessary for providing first aid to the injured. The Contractor shall  
27 establish, publish, and make known to all employees, procedures for ensuring immediate  
28 removal to a hospital, or doctor's care, persons, including employees, who may have been  
29 injured on the project site. Employees should not be permitted to work on the project site  
30 before the Contractor has established and made known procedures for removal of injured  
31 persons to a hospital or a doctor's care.  
32

33 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the  
34 Contractor's plant, appliances, and methods, and for any damage or injury resulting from  
35 their failure, or improper maintenance, use, or operation. The Contractor shall be solely and  
36 completely responsible for the conditions of the project site, including safety for all persons  
37 and property in the performance of the work. This requirement shall apply continuously, and  
38 not be limited to normal working hours. The required or implied duty of the Engineer to  
39 conduct construction review of the Contractor's performance does not, and shall not, be  
40 intended to include review and adequacy of the Contractor's safety measures in, on, or near  
41 the project site.  
42

### 43 44 45 **1-07.2 State Taxes**

46 Delete this section, including its sub-sections, in its entirety and replace it with the following:  
47

#### 48 49 **1-07.2 State Sales Tax** 50 *(June 27, 2011 APWA GSP)*

51 The Washington State Department of Revenue has issued special rules on the State sales  
52 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor  
53

1 should contact the Washington State Department of Revenue for answers to questions in  
2 this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid  
3 on a misunderstood tax liability.  
4

5 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract  
6 amounts. In some cases, however, state retail sales tax will not be included. Section 1-  
7 07.2(2) describes this exception.  
8

9 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a  
10 FHWA-funded Project) only if the Contractor has obtained from the Washington State  
11 Department of Revenue a certificate showing that all contract-related taxes have been paid  
12 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor  
13 any amount the Contractor may owe the Washington State Department of Revenue,  
14 whether the amount owed relates to this contract or not. Any amount so deducted will be  
15 paid into the proper State fund.  
16

#### 17 **1-07.2(1) State Sales Tax — Rule 171**

18

19 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
20 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,  
21 or by the United States, and which are used primarily for foot or vehicular traffic. This  
22 includes storm or combined sewer systems within and included as a part of the street or  
23 road drainage system and power lines when such are part of the roadway lighting system.  
24 For work performed in such cases, the Contractor shall include Washington State Retail  
25 Sales Taxes in the various unit bid item prices, or other contract amounts, including those  
26 that the Contractor pays on the purchase of the materials, equipment, or supplies used or  
27 consumed in doing the work.  
28

#### 29 **1-07.2(2) State Sales Tax — Rule 170**

30

31 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
32 existing buildings, or other structures, upon real property. This includes, but is not limited to,  
33 the construction of streets, roads, highways, etc., owned by the state of Washington; water  
34 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such  
35 sewers and disposal systems are within, and a part of, a street or road drainage system;  
36 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above  
37 streets or roads, unless such power lines become a part of a street or road lighting system;  
38 and installing or attaching of any article of tangible personal property in or to real property,  
39 whether or not such personal property becomes a part of the realty by virtue of installation.  
40

41 For work performed in such cases, the Contractor shall collect from the Contracting Agency,  
42 retail sales tax on the full contract price. The Contracting Agency will automatically add this  
43 sales tax to each payment to the Contractor. For this reason, the Contractor shall not  
44 include the retail sales tax in the unit bid item prices, or in any other contract amount subject  
45 to Rule 170, with the following exception.  
46

47 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or  
48 a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
49 consumable supplies not integrated into the project. Such sales taxes shall be included in  
50 the unit bid item prices or in any other contract amount.  
51

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

2  
3 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract  
4 wholly for professional or other services (as defined in Washington State Department of  
5 Revenue Rules 138 and 244).  
6

7 **1-07.7 Load Limits**

8 Section 1-07.7 is supplemented with the following:

9  
10 (March 13, 1995)

11 If the sources of materials provided by the Contractor necessitates hauling over  
12 roads other than State Highways, the Contractor shall, at the Contractor's expense,  
13 make all arrangements for the use of the haul routes.  
14

15 **1-07.9 Wages**

16  
17 **General**

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

19  
20 (January 6, 2017)

21 The Federal wage rates incorporated in this contract have been established by the  
22 Secretary of Labor under United States Department of Labor General Decision No.  
23 WA170001.  
24

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

27  
28 **1-07.11 Requirements for Nondiscrimination**

29 (August 15, 2016 APWA GSP, Option A)

30  
31 Section 1-07.11 is supplemented with the following:

32  
33 (August 5, 2013)

34 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive  
35 Order 11246)  
36

- 37 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard  
38 Federal Equal Employment Opportunity Construction Contract Specifications set forth  
39 herein.  
40

- 1 2. The goals and timetables for minority and female participation set by the Office of  
 2 Federal Contract Compliance Programs, expressed in percentage terms for the  
 3 Contractor's aggregate work force in each construction craft and in each trade on all  
 4 construction work in the covered area, are as follows:

5  
 6 Women - Statewide

7  
 8 Timetable Goal

9  
 10 Until further notice 6.9%

11 Minorities - by Standard Metropolitan Statistical Area (SMSA)

12  
 13 Spokane, WA:

14 SMSA Counties:

15 Spokane, WA 2.8

16 WA Spokane.

17 Non-SMSA Counties 3.0

18 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA

19 Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

20  
 21 Richland, WA

22 SMSA Counties:

23 Richland Kennewick, WA 5.4

24 WA Benton; WA Franklin.

25 Non-SMSA Counties 3.6

26 WA Walla Walla.

27  
 28 Yakima, WA:

29 SMSA Counties:

30 Yakima, WA 9.7

31 WA Yakima.

32 Non-SMSA Counties 7.2

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

34  
 35 Seattle, WA:

36 SMSA Counties:

37 Seattle Everett, WA 7.2

38 WA King; WA Snohomish.

39 Tacoma, WA 6.2

40 WA Pierce.

41 Non-SMSA Counties 6.1

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

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

44 WA Whatcom.

45  
 46 Portland, OR:

47 SMSA Counties:

48 Portland, OR-WA 4.5

49 WA Clark.

50 Non-SMSA Counties 3.8

51 WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

52  
 53 These goals are applicable to each nonexempt Contractor's total on-site construction  
 54 workforce, regardless of whether or not part of that workforce is performing work on a

1 Federal, or federally assisted project, contract, or subcontract until further notice.  
2 Compliance with these goals and time tables is enforced by the Office of Federal  
3 Contract compliance Programs.  
4

5 The Contractor's compliance with the Executive Order and the regulations in 41 CFR  
6 Part 60-4 shall be based on its implementation of the Equal Opportunity Clause,  
7 specific affirmative action obligations required by the specifications set forth in 41 CFR  
8 60-4.3(a), and its efforts to meet the goals. The hours of minority and female  
9 employment and training must be substantially uniform throughout the length of the  
10 contract, in each construction craft and in each trade, and the Contractor shall make a  
11 good faith effort to employ minorities and women evenly on each of its projects. The  
12 transfer of minority or female employees or trainees from Contractor to Contractor or  
13 from project to project for the sole purpose of meeting the Contractor's goal shall be a  
14 violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.  
15 Compliance with the goals will be measured against the total work hours performed.  
16

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

25  
26 U.S. Department of Labor  
27 Office of Federal Contract Compliance Programs Pacific Region  
28 Attn: Regional Director  
29 San Francisco Federal Building  
30 90 – 7<sup>th</sup> Street, Suite 18-300  
31 San Francisco, CA 94103(415) 625-7800 Phone  
32 (415) 625-7799 Fax  
33

34 Additional information may be found at the U.S. Department of Labor website:  
35 <http://www.dol.gov/ofccp/TAquides/ctaquide.htm>  
36

- 37 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered  
38 Area is as designated herein.  
39

40 Standard Federal Equal Employment Opportunity Construction Contract Specifications  
41 (Executive Order 11246)  
42

- 43 1. As used in these specifications:

- 44  
45 a. Covered Area means the geographical area described in the solicitation from  
46 which this contract resulted;  
47  
48 b. Director means Director, Office of Federal Contract Compliance Programs,  
49 United States Department of Labor, or any person to whom the Director  
50 delegates authority;  
51  
52 c. Employer Identification Number means the Federal Social Security number  
53 used on the Employer's Quarterly Federal Tax Return, U. S. Treasury  
54 Department Form 941;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54

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.

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54
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

1 manual and collective bargaining agreement; by publicizing it in the company  
2 newspaper, annual report, etc.; by specific review of the policy with all  
3 management personnel and with all minority and female employees at least  
4 once a year; and by posting the company EEO policy on bulletin boards  
5 accessible to all employees at each location where construction work is  
6 performed.

- 7
- 8 g. Review, at least annually, the company's EEO policy and affirmative action  
9 obligations under these specifications with all employees having any  
10 responsibility for hiring, assignment, layoff, termination or other employment  
11 decisions including specific review of these items with on-site supervisory  
12 personnel such as Superintendents, General Foremen, etc., prior to the  
13 initiation of construction work at any job site. A written record shall be made  
14 and maintained identifying the time and place of these meetings, persons  
15 attending, subject matter discussed, and disposition of the subject matter.  
16
- 17 h. Disseminate the Contractor's EEO policy externally by including it in any  
18 advertising in the news media, specifically including minority and female news  
19 media, and providing written notification to and discussing the Contractor's  
20 EEO policy with other Contractors and Subcontractors with whom the  
21 Contractor does or anticipates doing business.  
22
- 23 i. Direct its recruitment efforts, both oral and written to minority, female and  
24 community organizations, to schools with minority and female students and to  
25 minority and female recruitment and training organizations serving the  
26 Contractor's recruitment area and employment needs. Not later than one  
27 month prior to the date for the acceptance of applications for apprenticeship  
28 or other training by any recruitment source, the Contractor shall send written  
29 notification to organizations such as the above, describing the openings,  
30 screening procedures, and tests to be used in the selection process.  
31
- 32 j. Encourage present minority and female employees to recruit other minority  
33 persons and women and where reasonable, provide after school, summer  
34 and vacation employment to minority and female youth both on the site and in  
35 other areas of a Contractor's work force.  
36
- 37 k. Validate all tests and other selection requirements where there is an  
38 obligation to do so under 41 CFR Part 60-3.  
39
- 40 l. Conduct, at least annually, an inventory and evaluation of all minority and  
41 female personnel for promotional opportunities and encourage these  
42 employees to seek or to prepare for, through appropriate training, etc., such  
43 opportunities.  
44
- 45 m. Ensure that seniority practices, job classifications, work assignments and  
46 other personnel practices, do not have a discriminatory effect by continually  
47 monitoring all personnel and employment related activities to ensure that the  
48 EEO policy and the Contractor's obligations under these specifications are  
49 being carried out.  
50
- 51 n. Ensure that all facilities and company activities are nonsegregated except  
52 that separate or single-user toilet and necessary changing facilities shall be  
53 provided to assure privacy between the sexes.  
54

- 1           o. Document and maintain a record of all solicitations of offers for subcontracts  
2           from minority and female construction contractors and suppliers, including  
3           circulation of solicitations to minority and female contractor associations and  
4           other business associations.  
5  
6           p. Conduct a review, at least annually, of all supervisors' adherence to and  
7           performance under the Contractor's EEO policies and affirmative action  
8           obligations.  
9
- 10       8. Contractors are encouraged to participate in voluntary associations which assist in  
11       fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts  
12       of a contractor association, joint contractor-union, contractor-community, or other  
13       similar group of which the Contractor is a member and participant, may be asserted as  
14       fulfilling any one or more of the obligations under 7a through 7p of this Special  
15       Provision provided that the Contractor actively participates in the group, makes every  
16       effort to assure that the group has a positive impact on the employment of minorities  
17       and women in the industry, ensure that the concrete benefits of the program are  
18       reflected in the Contractor's minority and female work-force participation, makes a  
19       good faith effort to meet its individual goals and timetables, and can provide access to  
20       documentation which demonstrate the effectiveness of actions taken on behalf of the  
21       Contractor. The obligation to comply, however, is the Contractor's and failure of such a  
22       group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.  
23
- 24       9. A single goal for minorities and a separate single goal for women have been  
25       established. The Contractor, however, is required to provide equal employment  
26       opportunity and to take affirmative action for all minority groups, both male and female,  
27       and all women, both minority and non-minority. Consequently, the Contractor may be  
28       in violation of the Executive Order if a particular group is employed in substantially  
29       disparate manner (for example, even though the Contractor has achieved its goals for  
30       women generally, the Contractor may be in violation of the Executive Order if a specific  
31       minority group of women is underutilized).  
32
- 33       10. The Contractor shall not use the goals and timetables or affirmative action standards to  
34       discriminate against any person because of race, color, religion, sex, or national origin.  
35
- 36       11. The Contractor shall not enter into any subcontract with any person or firm debarred  
37       from Government contracts pursuant to Executive Order 11246.  
38
- 39       12. The Contractor shall carry out such sanctions and penalties for violation of these  
40       specifications and of the Equal Opportunity Clause, including suspensions,  
41       terminations and cancellations of existing subcontracts as may be imposed or ordered  
42       pursuant to Executive Order 11246, as amended, and its implementing regulations by  
43       the Office of Federal Contract Compliance Programs. Any Contractor who fails to  
44       carry out such sanctions and penalties shall be in violation of these specifications and  
45       Executive Order 11246, as amended.  
46
- 47       13. The Contractor, in fulfilling its obligations under these specifications, shall implement  
48       specific affirmative action steps, at least as extensive as those standards prescribed in  
49       paragraph 7 of this Special Provision, so as to achieve maximum results from its  
50       efforts to ensure equal employment opportunity. If the Contractor fails to comply with  
51       the requirements of the Executive Order, the implementing regulations, or these  
52       specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.  
53

- 1 14. The Contractor shall designate a responsible official to monitor all employment related  
2 activity to ensure that the company EEO policy is being carried out, to submit reports  
3 relating to the provisions hereof as may be required by the government and to keep  
4 records. Records shall at least include, for each employee, their name, address,  
5 telephone numbers, construction trade, union affiliation if any, employee identification  
6 number when assigned, social security number, race, sex, status (e.g., mechanic,  
7 apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per  
8 week in the indicated trade, rate of pay, and locations at which the work was  
9 performed. Records shall be maintained in an easily understandable and retrievable  
10 form; however, to the degree that existing records satisfy this requirement, the  
11 Contractors will not be required to maintain separate records.  
12
- 13 15. Nothing herein provided shall be construed as a limitation upon the application of other  
14 laws which establish different standards of compliance or upon the application of  
15 requirements for the hiring of local or other area residents (e.g., those under the Public  
16 Works Employment Act of 1977 and the Community Development Block Grant  
17 Program).  
18
- 19 16. Additional assistance for Federal Construction Contractors on contracts administered  
20 by Washington State Department of Transportation or by Local Agencies may be found  
21 at:  
22
- 23 Washington State Dept. of Transportation  
24 Office of Equal Opportunity  
25 PO Box 47314  
26 310 Maple Park Ave. SE  
27 Olympia WA  
28 98504-7314  
29 Ph: 360-705-7090  
30 Fax: 360-705-6801  
31 <http://www.wsdot.wa.gov/equalopportunity/default.htm>

1 (June 1, 2017)

2 **Disadvantaged Business Enterprise Participation**

3 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and  
4 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As  
5 such, the requirements of this Contract are to make affirmative efforts to solicit DBEs,  
6 provide information on who submitted a Bid or quote and to report DBE participation  
7 monthly as described elsewhere in these Contract Provisions. No preference will be  
8 included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall  
9 be required as a Condition of Award and Bids/Proposals may not be rejected or considered  
10 non-responsive on that basis.

11  
12 **DBE Abbreviations and Definitions**

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

18  
19 **Certified Business Description** – Specific descriptions of work the DBE is  
20 certified to perform, as identified in the Certified Firm Directory, under the  
21 Vendor Information page.

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

29  
30 **Commercially Useful Function (CUF)**

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

44  
45 **Contract** – For this Special Provision only, this definition supplements Section 1-  
46 01.3. 49 CFR 26.5 defines contract as: "... a legally binding relationship  
47 obligating a seller to furnish supplies or services (including, but not limited to,  
48 construction and professional services) and the buyer to pay for them. For  
49 purposes of this part, a lease is considered to be a contract."

50  
51 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or

1 Establishment that produces on the premises the materials, supplies, articles, or  
2 equipment required under the Contract. A DBE Manufacturer shall produce  
3 finished goods or products from raw or unfinished material or purchase and  
4 substantially alters goods and materials to make them suitable for construction  
5 use before reselling them.  
6

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

21  
22 **DBE Goals**

23 No DBE goals have been assigned as part of this Contract.  
24

25 **Affirmative Efforts to Solicit DBE Participation**

26 The Contractor shall not discriminate on the grounds of race, color, sex, national  
27 origin, age, or disability in the selection and retention of subcontractors, including  
28 procurement of materials and leases of equipment. DBE firms shall have an equal  
29 opportunity to compete for subcontracts in which the Contractor enters into  
30 pursuant to this Contract.  
31

32 Contractors are encouraged to:

- 33  
34 1. Advertise opportunities for Subcontractors or suppliers in a timely and  
35 reasonably designed manner to provide notice of the opportunity to DBEs  
36 capable of performing the Work. All advertisements should include a Contract  
37 Provision encouraging participation by DBE firms. This may be accomplished  
38 through general advertisements (e.g. newspapers, journals, etc.) or by  
39 soliciting Bids/Proposals directly from DBEs.  
40  
41 2. Establish delivery schedules that encourage participation by DBEs and other  
42 small businesses.  
43 3. Participate with a DBE as a joint venture.  
44

45 **DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

46 Contractor may take credit for DBEs utilized on this Contract only if the firm is  
47 certified for the Work being performed, and the firm performs a commercially useful  
48 function (CUF).  
49

50 Absent a mandatory goal, all DBE participation that is attained on this project will  
51 be considered as "race neutral" participation and shall be reported as such.  
52 DBE participation is only credited upon payment to the DBE.  
53  
54

1 **Crediting DBE Participation**

2 *All DBE Subcontractors shall be certified before the subcontract on which they are*  
3 *participating is executed.*

4  
5 *Be advised that although a firm is listed in the directory, there are cases where the*  
6 *listed firm is in a temporary suspension status. The Contractor shall review the*  
7 *OMWBE Suspended DBE Firms list. A DBE firm that is included on this list may*  
8 *not enter into new contracts that count towards participation.*

9  
10 *The following are some definitions of what may be counted as DBE participation.*

11  
12 **DBE Prime Contractor**

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

16  
17 **DBE Subcontractor**

18 *Only take credit for that portion of the total dollar value of the subcontract*  
19 *equal to the distinct, clearly defined portion of the Work that the DBE performs*  
20 *with its own forces. The value of work performed by the DBE includes the cost of*  
21 *supplies and materials purchased by the DBE and equipment leased by the DBE,*  
22 *for its work on the contract. Supplies, materials or equipment obtained by a DBE*  
23 *that are not utilized or incorporated in the contract work by the DBE will not be*  
24 *eligible for DBE credit.*

25  
26 *The supplies, materials, and equipment purchased or leased from the*  
27 *Contractor or its affiliate, including any Contractor's resources available to*  
28 *DBE subcontractors at no cost, shall not be credited.*

29  
30 *DBE credit will not be given in instances where the equipment lease includes the*  
31 *operator. The DBE is expected to operate the equipment used in the*  
32 *performance of its work under the contract with its own forces. Situations where*  
33 *equipment is leased and used by the DBE, but payment is deducted from the*  
34 *Contractor's payment to the DBE is not allowed.*

35  
36 *If a DBE subcontracts a portion of the Work of its contract to another firm, the*  
37 *value of the subcontracted Work may be credited only if the DBE's Lower-Tier*  
38 *Subcontractor is also a DBE. Work subcontracted to a non-DBE shall not be*  
39 *credited.*

40  
41 *Count expenditures toward race/gender-neutral participation only if the DBE is*  
42 *performing a CUF on the contract.*

43  
44 **DBE Subcontract and Lower Tier Subcontract Documents**

45 *There must be a subcontract agreement that complies with 49 CFR Part 26*  
46 *and fully describes the distinct elements of Work committed to be performed by*  
47 *the DBE. The subcontract agreement shall incorporate requirements of the*  
48 *primary Contract. Subcontract agreements of all tiers, including lease*  
49 *agreements shall be readily available at the project site for the Engineer review.*

50  
51 **DBE Service Provider**

1 The value of fees or commissions charged by a DBE Broker, a DBE behaving in  
2 a manner of a Broker, or another service provider for providing a bona fide  
3 service, such as professional, technical, consultant, managerial services, or for  
4 providing bonds or insurance specifically required for the performance of the  
5 contract will only be credited as DBE participation, if the fee/commission is  
6 determined by the Contracting Agency to be reasonable and the firm has  
7 performed a CUF.  
8

9 **Temporary Traffic Control**

10 If the DBE firm is being utilized in the capacity of only "Flagging", the DBE firm  
11 must provide a Traffic Control Supervisor (TCS) and flagger, which are under the  
12 direct control of the DBE. The DBE firm shall also provide all flagging equipment  
13 (e.g. paddles, hard hats, and vests).  
14

15 If the DBE firm is being utilized in the capacity of "Traffic Control Services", the  
16 DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones,  
17 barrels, signs, etc.) and be in total control of all items in implementing the traffic  
18 control for the project. In addition, if the DBE firm utilizes the Contractor's  
19 equipment, such as Transportable Attenuators and Portable Changeable  
20 Message Signs (PCMS) no DBE credit can be taken for supplying and operating  
21 the items.  
22

23 **Trucking**

24 DBE trucking firm participation may only be credited as DBE participation for the  
25 value of the hauling services, not for the materials being hauled unless the  
26 trucking firm is also certified as a supplier. In situations where the DBE's work is  
27 priced per ton, the value of the hauling service must be calculated separately  
28 from the value of the materials in order to determine DBE credit for hauling.  
29

30 The DBE trucking firm must own and operate at least one licensed, insured  
31 and operational truck on the contract. The truck must be of the type that is  
32 necessary to perform the hauling duties required under the contract. The DBE  
33 receives credit for the value of the transportation services it provides on the  
34 Contract using trucks it owns or leases, licenses, insures, and operates with  
35 drivers it employs.  
36

37 The DBE may lease additional trucks from another DBE firm. The Work that a  
38 DBE trucking firm performs with trucks it leases from other certified DBE  
39 trucking firms qualify for 100% DBE credit  
40

41 The trucking Work subcontracted to any non-DBE trucking firm will not receive  
42 credit for Work done on the project. The DBE may lease trucks from a non- DBE  
43 truck leasing company, but can only receive credit as DBE participation if the  
44 DBE uses its own employees as drivers.  
45

46 DBE credit for a truck broker is limited to the fee/commission that the DBE  
47 receives for arranging transportation services.  
48

49 Truck registration and lease agreements shall be readily available at the  
50 project site for the Engineer review.  
51

52 **DBE Manufacturer and DBE Regular Dealer**

53 One hundred percent (100%) of the cost of the manufactured product obtained from  
54 a DBE Manufacturer can count as DBE participation.

1  
2 *Sixty percent (60%) of the cost of materials or supplies purchased from a DBE*  
3 *Regular Dealer may be credited as DBE participation. If the role of the DBE*  
4 *Regular Dealer is determined to be that of a pass-through, then no DBE credit*  
5 *will be given for its services. If the role of the DBE Regular Dealer is*  
6 *determined to be that of a Broker, then DBE credit shall be limited to the fee or*  
7 *commission it receives for its services. Regular Dealer status and the amount*  
8 *of credit is determined on a Contract-by-Contract basis.*

9  
10 *Regular Dealer DBE firms must be approved before being used on a project.*  
11 *The WSDOT Approved Regular Dealer list published on WSDOT's Office of*  
12 *Equal Opportunity (OEO) web site must include the specific project for which*  
13 *approval is being requested. The Regular Dealer must submit the Regular*  
14 *Dealer Status Request form a minimum of five days prior to being utilized on*  
15 *the specific project.*

16  
17 *Purchase of materials or supplies from a DBE which is neither a manufacturer*  
18 *nor a regular dealer, (i.e. Broker) only the fees or commissions charged for*  
19 *assistance in the procurement of the materials and supplies, or fees or*  
20 *transportation charges for the delivery of materials or supplies required on a*  
21 *job site, can count as DBE participation provided the fees are not excessive as*  
22 *compared with fees customarily allowed for similar services. Documentation will be*  
23 *required to support the fee/commission charged by the DBE. The cost of the*  
24 *materials and supplies themselves cannot be counted toward as DBE participation.*

25  
26 *Note: Requests to be listed as a Regular Dealer will only be processed if the*  
27 *requesting firm is a material supplier certified by the Office of Minority and*  
28 *Women's Business Enterprises in a NAICS code that falls within the*  
29 *42XXXX NAICS Wholesale code section.*

30  
31 **Procedures Between Award and Execution**

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

- 35  
36 1. *A list of all firms who submitted a bid or quote in attempt to participate in*  
37 *this project whether they were successful or not. Include the business*  
38 *name and mailing address.*

39  
40 *Note: The firms identified by the Contractor may be contacted by the*  
41 *Contracting Agency to solicit general information as follows: age of the*  
42 *firm and average of its gross annual receipts over the past three-years.*

43  
44 **Procedures After Execution**

45 **Commercially Useful Function (CUF)**

46 *The Contractor may only take credit for the payments made for Work*  
47 *performed by a DBE that is determined to be performing a CUF. Payment*  
48 *must be commensurate with the work actually performed by the DBE. This*

1 applies to all DBEs performing Work on a project, whether or not the DBEs are  
2 COA, if the Contractor wants to receive credit for their participation. The Engineer  
3 will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A  
4 DBE performs a CUF when it is carrying out its responsibilities of its contract by  
5 actually performing, managing, and supervising the Work involved. The DBE  
6 must be responsible for negotiating price; determining quality and quantity;  
7 ordering the material, installing (where applicable); and paying for the material  
8 itself. If a DBE does not perform "all" of these functions on a furnish- and-install  
9 contract, it has not performed a CUF and the cost of materials cannot be counted  
10 toward UDBE COA Goal. Leasing of equipment from a leasing company is  
11 allowed. However, leasing/purchasing equipment from the Contractor is not  
12 allowed. Lease agreements shall be readily available for review by the Engineer.  
13

14 In order for a DBE traffic control company to be considered to be performing a  
15 CUF, the DBE must be in control of its work inclusive of supervision. The DBE  
16 shall employ a Traffic Control Supervisor who is directly involved in the  
17 management and supervision of the traffic control employees and services.  
18

19 The DBE does not perform a CUF if its role is limited to that of an extra  
20 participant in a transaction, contract, or project through which the funds are  
21 passed in order to obtain the appearance of DBE participation.  
22

23 The following are some of the factors that the Engineer will use in determining  
24 whether a DBE trucking company is performing a CUF:  
25

- 26 • The DBE shall be responsible for the management and  
27 supervision of the entire trucking operation for which it is  
28 responsible on the Contract. The owner demonstrates business  
29 related knowledge, shows up on site and is determined to be  
30 actively running the business.
- 31 • The DBE shall with its own workforce, operate at least one fully  
32 licensed, insured, and operational truck used on the Contract. The  
33 drivers of the trucks owned and leased by the DBE must be  
34 exclusively employed by the DBE and reflected on the DBE's  
35 payroll.
- 36 • Lease agreements for trucks shall indicate that the DBE has  
37 exclusive use of and control over the truck(s). This does not  
38 preclude the leased truck from working for others provided it is  
39 with the consent of the DBE and the lease provides the DBE  
40 absolute priority for use of the leased truck.
- 41 • Leased trucks shall display the name and identification number of  
42 the DBE.

#### 43 **Joint Checking**

44 A joint check is a check between a Subcontractor and the Contractor to the  
45 supplier of materials/supplies. The check is issued by the Contractor as payer to  
46 the Subcontractor and the material supplier jointly for items to be  
47 incorporated into the project. The DBE must release the check to the supplier,  
48 while the Contractor acts solely as the guarantor.  
49  
50  
51  
52  
53

1 A joint check agreement must be approved by the Engineer and requested by the  
2 DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to  
3 its use. The form must accompany the DBE Joint Check Agreement between the  
4 parties involved, including the conditions of the arrangement and expected use of  
5 the joint checks.  
6

7 The approval to use joint checks and the use will be closely monitored by the  
8 Engineer. To receive DBE credit for performing a CUF with respect to  
9 obtaining materials and supplies, a DBE must "be responsible for negotiating  
10 price, determining quality and quantity, ordering the material and installing and  
11 paying for the material itself." The Contractor shall submit DBE Joint Check  
12 Request Form for the Engineer approval prior to using a joint check.  
13

14 Material costs paid by the Contractor directly to the material supplier is not  
15 allowed. If proper procedures are not followed or the Engineer determines that  
16 the arrangement results in lack of independence for the DBE involved, no DBE  
17 credit will be given for the DBE's participation as it relates to the material cost.  
18

#### 19 **Prompt Payment**

20 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1.  
21 Prompt Payment requirements apply to progress payments as well as return of  
22 retainage.  
23

#### 24 **Reporting**

25 The Contractor and all subcontractors/suppliers/service providers that utilize  
26 DBEs to perform work on the project, shall maintain appropriate records that will  
27 enable the Engineer to verify DBE participation throughout the life of the project.  
28

29 Refer to Section 1-08.1 for additional reporting requirements associated with this  
30 Contract.  
31

#### 32 **Decertification**

33 When a DBE is "decertified" from the DBE program during the course of the  
34 Contract, the participation of that DBE shall continue to count as DBE  
35 participation as long as the subcontract with the DBE was executed prior to the  
36 decertification notice. The Contractor is obligated to substitute when a DBE does  
37 not have an executed subcontract agreement at the time of decertification.  
38

#### 39 **Consequences of Non-Compliance**

40 Each contract with a Contractor (and each subcontract the Contractor signs with  
41 a Subcontractor) must include the following assurance clause:  
42

43 The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis  
44 of race, color, national origin, or sex in the performance of this contract. The  
45 Contractor shall carry out applicable requirements of 49 CFR Part 26 in the  
46 award and administration of DOT-assisted contracts. Failure by the Contractor to  
47 carry out these requirements is a material breach of this contract, which may  
48 result in the termination of this contract or such other remedy as the recipient  
49 deems appropriate, which may include, but is not limited to:  
50

51 (1) Withholding monthly progress payments;

52  
53 (2) Assessing sanctions;  
54

1 (3) Liquidated damages; and/or

2  
3 (4) Disqualifying the Contractor from future bidding as non-  
4 responsible.

5  
6 **Payment**

7 Compensation for all costs involved with complying with the conditions of this  
8 Specification and any other associated DBE requirements is included in payment  
9 for the associated Contract items of Work, except otherwise provided in the  
10 Specifications.  
11

12  
13 **Small Business Enterprise Participation**

14 The Small Business Enterprise (SBE) Program is an element of the Disadvantaged  
15 Business Enterprise (DBE) Program in accordance with the requirements of 49 CFR Part  
16 26.39. As such, the requirements of this contract establish affirmative efforts to utilize SBE  
17 certified firms on construction projects. No preference will be included in the evaluation of  
18 Bids/Proposals. No minimum level of SBE participation shall be required as a Condition of  
19 Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.  
20

21 **Voluntary SBE Goals**

22 A voluntary goal amount of ten percent of the Contract bid amount is established.  
23

24 The goal is voluntary, but achievement of the goal is encouraged. No preference will  
25 be included in the evaluation of bids/proposals. Bidders may contact the Washington  
26 State Office of Minority and Women's Business Enterprises (OMWBE) at 360-664-  
27 9750 or visit [www.omwbe.wa.gov](http://www.omwbe.wa.gov) to obtain information on certified SBE firms.  
28

29 **Required SBE Participation Plan**

30 The Contractor shall submit a SBE Participation Plan prior to commencing contract  
31 work. Although the goal is voluntary, the outreach efforts to provide SBE maximum  
32 practicable opportunities are not.  
33

34 For SBE Participation Plan Drafting Guidelines, please visit:

35  
36 [www.wsdot.wa.gov/equalopportunity](http://www.wsdot.wa.gov/equalopportunity)  
37

38 **Definitions**

39 Regardless of race or gender, a SBE is one certified by OMWBE as such, where the  
40 firm's:

- 41
- 42 • Three year averaged gross receipts are less than \$22.41 million dollars, with  
43 smaller industry standards applicable  
44
  - 45 • Is at least 51% owned and controlled by an individual or individuals with a  
46 personal net worth less than \$1.32 million dollars  
47
  - 48 • A Micro Small Business Enterprise is a firm certified as an SBE with average  
49 gross receipts for three years less than one million dollars  
50

1 (June 1, 2017)

2 **Small Business Enterprise Participation**

3 The Small Business Enterprise (SBE) Program is an element of the Disadvantaged Business  
4 Enterprise (DBE) Program in accordance with the requirements of 49 CFR Part 26.39. As such,  
5 the requirements of this contract establish affirmative efforts to utilize SBE certified firms on  
6 construction projects. No preference will be included in the evaluation of Bids/Proposals. No  
7 minimum level of SBE participation shall be required as a Condition of Award and  
8 Bids/Proposals may not be rejected or considered non- responsive on that basis.

9 **Voluntary SBE Goals**

10 A voluntary goal amount of ten percent of the Contract bid amount is established.

11 The goal is voluntary, but achievement of the goal is encouraged. No preference will be  
12 included in the evaluation of bids/proposals. Bidders may contact the Washington State  
13 Office of Minority and Women's Business Enterprises (OMWBE) at 360-664-9750 or visit  
14 [www.omwbe.wa.gov](http://www.omwbe.wa.gov) to obtain information on certified SBE firms.

15 **Required SBE Participation Plan**

16 The Contractor shall submit a SBE Participation Plan prior to commencing contract work.  
17 Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable  
18 opportunities are not. For SBE Participation Plan Drafting Guidelines, please visit:

19 [www.wsdot.wa.gov/equalopportunity](http://www.wsdot.wa.gov/equalopportunity).

20 **Prompt Payment**

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

24 **Required SBE Reporting**

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

28 Refer to Section 1-08.1 for additional reporting requirements associated with this  
29 contract.

30 **Definitions**

31 Regardless of race or gender, a SBE is one certified by OMWBE as such, where the  
32 firm s:

- 33 • Three year averaged gross receipts are less than \$22.41 million dollars, with  
34 smaller industry standards applicable
- 35
- 36 • Is at least 51% owned and controlled by an individual or individuals with a  
37 personal net worth less than \$1.32 million dollars • A Micro Small Business  
38 Enterprise is a firm certified as an SBE with average gross receipts for three  
39 years less than one million dollars

1 **Federal Agency Inspection**

2 Section 1-07.12 is supplemented with the following:

3

4 **(January 25, 2016)**

5 **Required Federal Aid Provisions**

6

7 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised  
8 May 1, 2012 and the amendments thereto supersede any conflicting provisions of the Standard  
9 Specifications and are made a part of this Contract; provided, however, that if any of the  
10 provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then  
11 the Washington State Law shall prevail.

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

21 **1-07.13 Contractor's Responsibility for Work**

22

23 **Repair of Damage**

24

Section 1-07.13(4) is revised to read:

25

26

(August 6, 2001)

27

28

The Contractor shall promptly repair all damage to either temporary or permanent work  
as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1),  
1-07.13(2), or 1-07.13(3), payment will be made in accordance with Section 1-04.4.  
Payment will be limited to repair of damaged work only. No payment will be made for  
delay or disruption of work.

29

30

31

32

33

34

**1-07.16 Protection and Restoration of Property**

35 Section 1-07.16 is supplemented with the following:

36

37

(\*\*\*\*\*)

38

**Notification**

39

40

41

42

43

44

45

The Contractor shall distribute a special notice to each project resident before  
beginning work. Project resident means any person, company, or public agency  
having a driveway inside the project limits, within one mile of the project limits, or  
having a driveway or access on a dead-end road within the project limits. The  
special notice shall contain the following information and statements:

- Date of the notice.

- 1 • Project name, termini, and a description of the major phases of the work.
- 2 • Name of Contractor, Contractor's representative and 24 hour phone
- 3 number.
- 4 • Scheduled project start and completion dates.
- 5 • Available detour routes.
- 6 • One-way traffic will be maintained during each working day.
- 7 • Two-way traffic will be restored at the end of each working day.
- 8 • All plants, trees, shrubs, gardens, sprinklers or structures within the limits
- 9 of construction will be removed. Residents are to be advised to remove
- 10 such property before work begins.
- 11 • Driveways will be restored to useable conditions at the end of each
- 12 working day, without exception.
- 13 • Mail service interruptions or relocations. Statement that the Contractor will
- 14 remove, temporarily relocate, and eventually reinstall mail receptacles.
- 15 Statement that mailboxes, posts, etc., damaged by the Contractor will be
- 16 replaced and installed at no charge to the resident.
- 17 • Possible problems with power, telephone, potable water, sewer, irrigation
- 18 supply relocations and/or interruptions, if any.
- 19 • Temporary fencing requirements for livestock, if any.
- 20 • Residents are responsible for driveway culvert maintenance.
- 21 • Request to irrigators to eliminate water on the roadway and in the borrow
- 22 ditches per Grant County Ordinance.

23  
24 The Contractor must notify all affected Grant County agencies of the date and  
25 anticipated length of all road closures, including school districts, fire districts,  
26 Multi-Agency Communications Center (509) 762-1901, Sheriff's Dept. (509) 754-  
27 2011, Emergency Management (509) 762-1462, and U.S. Postal Service offices.

28  
29 The Contractor must place a "Notice of Road Construction" in the legal  
30 newspaper of Grant County (Columbia Basin Herald). All notices must be  
31 provided a minimum of three (3) working days prior to beginning work. The  
32 County will not allow any work to be performed until the required notices are  
33 made by the Contractor.

34  
35 (\*\*\*\*\*)

#### 36 **Payment**

37 The lump sum contract price for "Notification" shall be full compensation for all  
38 labor, equipment, materials, and tools necessary to perform the work outlined in  
39 this supplemental section.

#### 40 41 **1-07.17 Utilities And Similar Facilities**

42 Section 1-07.17 is supplemented with the following:

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

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

1 Public and private utilities, or their Contractors, will furnish all work necessary to  
2 adjust, relocate, replace, or construct their facilities unless otherwise provided for  
3 in the Plans or these Special Provisions. Such adjustment, relocation,  
4 replacement, or construction will be done during the prosecution of the work for  
5 this project.  
6

7 The Contractor shall call the Utility Location Request Center (One Call Center),  
8 for field location, not less than two nor more than ten business days before the  
9 scheduled date for commencement of excavation which may affect underground  
10 utility facilities, unless otherwise agreed upon by the parties involved. A business  
11 day is defined as any day other than Saturday, Sunday, or a legal local, State, or  
12 Federal holiday. The telephone number for the One Call Center for this project is  
13 1-800-424-5555. If no one-number locator service is available, notice shall be  
14 provided individually to those owners known to or suspected of having  
15 underground facilities within the area of proposed excavation.  
16

17 The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating  
18 to underground utilities. Any cost to the Contractor incurred as a result of this  
19 law shall be at the Contractor's expense.  
20

21 No excavation shall begin until all known facilities, in the vicinity of the excavation  
22 area, have been located and marked.  
23

24 The Contractor can go to the following web site to find any changes to the  
25 Washington dig law that took effect in 2013.

26 [http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-  
27 DigLaw.aspx](http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-DigLaw.aspx)  
28

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

- 33 • Grant County PUD  
34 30 C Street SW,  
35 Ephrata, WA 98823, (509) 754-3451  
36

### 37 **1-07.18 Public Liability and Property Damage Insurance**

38  
39 Delete this section in its entirety, and replace it with the following:  
40

#### 41 **1-07.18 Insurance**

42 *(January 4, 2016 APWA GSP)*  
43

#### 44 **1-07.18(1) General Requirements**

45 A. The Contractor shall procure and maintain the insurance described in all subsections of  
46 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of  
47 not less than A-: VII and licensed to do business in the State of Washington. The  
48 Contracting Agency reserves the right to approve or reject the insurance provided, based on  
49 the insurer's financial condition.  
50

- 1 B. The Contractor shall keep this insurance in force without interruption from the  
2 commencement of the Contractor's Work through the term of the Contract and for thirty (30)  
3 days after the Physical Completion date, unless otherwise indicated below.  
4
- 5 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all  
6 subsequent renewals, shall be no later than the effective date of this Contract. The policy  
7 shall state that coverage is claims made, and state the retroactive date. Claims-made form  
8 coverage shall be maintained by the Contractor for a minimum of 36 months following the  
9 Completion Date or earlier termination of this Contract, and the Contractor shall annually  
10 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of  
11 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase  
12 an extended reporting period ("tail") or execute another form of guarantee acceptable to the  
13 Contracting Agency to assure financial responsibility for liability for services performed.  
14
- 15 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella  
16 Liability insurance policies shall be primary and non-contributory insurance as respects the  
17 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any  
18 insurance, self-insurance, or self-insured pool coverage maintained by the Contracting  
19 Agency shall be excess of the Contractor's insurance and shall not contribute with it.  
20
- 21 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
22 notice of any policy cancellation, within two business days of their receipt of such notice.  
23
- 24 F. The Contractor shall not begin work under the Contract until the required insurance has  
25 been obtained and approved by the Contracting Agency  
26
- 27 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a  
28 material breach of contract, upon which the Contracting Agency may, after giving five  
29 business days' notice to the Contractor to correct the breach, immediately terminate the  
30 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums  
31 in connection therewith, with any sums so expended to be repaid to the Contracting Agency  
32 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the  
33 Contractor from the Contracting Agency.  
34
- 35 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of  
36 the Contract and no additional payment will be made.  
37

38 **1-07.18(2) Additional Insured**

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

- 42 • the Contracting Agency and its officers, elected officials, employees, agents, and  
43 volunteers  
44

45 The above-listed entities shall be additional insured(s) for the full available limits of liability  
46 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor  
47 are greater than those required by this Contract, and irrespective of whether the Certificate of  
48 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those  
49 maintained by the Contractor.  
50

1 For Commercial General Liability insurance coverage, the required additional insured  
2 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations  
3 and CG 20 37 10 01 for completed operations.  
4

5 **1-07.18(3) Subcontractors**

6 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that  
7 complies with all applicable requirements of the Contractor-provided insurance as set forth  
8 herein, except the Contractor shall have sole responsibility for determining the limits of coverage  
9 required to be obtained by Subcontractors.  
10

11 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in  
12 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that  
13 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10  
14 01 for ongoing operations and CG 20 37 10 01 for completed operations.  
15

16 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
17 Agency evidence of insurance and copies of the additional insured endorsements of each  
18 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.  
19

20 **1-07.18(4) Verification of Coverage**

21 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
22 endorsements for each policy of insurance meeting the requirements set forth herein when the  
23 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand  
24 such verification of coverage with these insurance requirements or failure of Contracting Agency  
25 to identify a deficiency from the insurance documentation provided shall not be construed as a  
26 waiver of Contractor's obligation to maintain such insurance.  
27

28 Verification of coverage shall include:

- 29 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 30 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
31 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit  
32 a copy of any blanket additional insured clause from its policies instead of a separate  
33 endorsement.
- 34 3. Any other amendatory endorsements to show the coverage required herein.
- 35 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these  
36 requirements – actual endorsements must be submitted.  
37

38 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
39 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required  
40 on this Project, a full and certified copy of that policy is required when the Contractor delivers  
41 the signed Contract for the work.  
42

43 **1-07.18(5) Coverages and Limits**

44 The insurance shall provide the minimum coverages and limits set forth below. Contractor's  
45 maintenance of insurance, its scope of coverage, and limits as required herein shall not be  
46 construed to limit the liability of the Contractor to the coverage provided by such insurance, or  
47 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.  
48

1 All deductibles and self-insured retentions must be disclosed and are subject to approval by the  
2 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured  
3 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a  
4 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-  
5 insured retention shall be the responsibility of the Contractor.  
6

7 **1-07.18(5)A Commercial General Liability**

8 Commercial General Liability insurance shall be written on coverage forms at least as broad as  
9 ISO occurrence form CG 00 01, including but not limited to liability arising from premises,  
10 operations, stop gap liability, independent contractors, products-completed operations, personal  
11 and advertising injury, and liability assumed under an insured contract. There shall be no  
12 exclusion for liability arising from explosion, collapse or underground property damage.  
13

14 The Commercial General Liability insurance shall be endorsed to provide a per project general  
15 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.  
16

17 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's  
18 completed operations for at least three years following Substantial Completion of the Work.  
19

20 Such policy must provide the following minimum limits:

- 21 \$1,000,000 Each Occurrence
- 22 \$2,000,000 General Aggregate
- 23 \$2,000,000 Products & Completed Operations Aggregate
- 24 \$1,000,000 Personal & Advertising Injury each offence
- 25 \$1,000,000 Stop Gap / Employers' Liability each accident
- 26

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

28 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be  
29 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the  
30 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48  
31 endorsements.  
32

33 Such policy must provide the following minimum limit:

- 34 \$1,000,000 Combined single limit each accident
- 35

36 **1-07.18(5)C Workers' Compensation**

37 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial  
38 Insurance laws of the State of Washington.  
39

40 **1-07.23 Public Convenience and Safety**

41 **Construction Under Traffic**

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

43  
44 (January 2, 2012)

45 **Work Zone Clear Zone**

46 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The  
47 WZCZ applies only to temporary roadside objects introduced by the Contractor's

1 operations and does not apply to preexisting conditions or permanent Work. Those work  
2 operations that are actively in progress shall be in accordance with adopted and  
3 approved Traffic Control Plans, and other contract requirements.

4  
5 During nonworking hours equipment or materials shall not be within the WZCZ unless  
6 they are protected by permanent guardrail or temporary concrete barrier. The use of  
7 temporary concrete barrier shall be permitted only if the Engineer approves the  
8 installation and location.

9  
10 During actual hours of work, unless protected as described above, only materials  
11 absolutely necessary to construction shall be within the WZCZ and only construction  
12 vehicles absolutely necessary to construction shall be allowed within the WZCZ or  
13 allowed to stop or park on the shoulder of the roadway.

14  
15 The Contractor's nonessential vehicles and employees private vehicles shall not be  
16 permitted to park within the WZCZ at any time unless protected as described above.

17  
18 Deviation from the above requirements shall not occur unless the Contractor has  
19 requested the deviation in writing and the Engineer has provided written approval.

20  
21 Minimum WZCZ distances are measured from the edge of traveled way and will be  
22 determined as follows:

<u>Regulatory</u> <u>Posted Speed</u>	<u>Distance from</u> <u>Traveled Way</u> <u>(Feet)</u>
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

31 \* or 2-feet beyond the outside edge of sidewalk

32  
33 **Minimum Work Zone Clear Zone Distance**

34  
35 (\*\*\*\*\*)

36 **Payment**

37 No additional compensation will be paid to the Contractor for any cost or expense  
38 incurred as a result of the requirements of this provision and all costs shall be  
39 considered incidental to and included in other applicable contract items.

40  
41 **1-08 PROSECUTION AND PROGRESS**

42 Add the following new section:

43  
44 **1-08.0 Preliminary Matters**

45 (May 25, 2006 APWA GSP)

46  
47 Add the following new section:

48  
49 **1-08.0(1) Preconstruction Conference**

1 (October 10, 2008 APWA GSP)

2  
3 Prior to the Contractor beginning the work, a preconstruction conference will be held  
4 between the Contractor, the Engineer and such other interested parties as may be invited.  
5 The purpose of the preconstruction conference will be:

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

14  
15 The Contractor shall prepare and submit at the preconstruction conference the following:

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

19  
20 Add the following new section:

21  
22 **1-08.0(2) Hours of Work**  
23 *(December 8, 2014 APWA GSP)*

24  
25 Except in the case of emergency or unless otherwise approved by the Engineer, the normal  
26 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m.  
27 and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires  
28 different than the normal working hours stated above, the request must be submitted in  
29 writing prior to the preconstruction conference, subject to the provisions below. The working  
30 hours for the Contract shall be established at or prior to the preconstruction conference.  
31

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

34  
35 If the Contractor wishes to deviate from the established working hours, the Contractor shall  
36 submit a written request to the Engineer for consideration. This request shall state what  
37 hours are being requested, and why. Requests shall be submitted for review no later than 3  
38 Working Days prior to the day(s) the Contractor is requesting to change the hours.

39  
40 If the Contracting Agency approves such a deviation, such approval may be subject to  
41 certain other conditions, which will be detailed in writing. For example:

- 42 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting  
43 Agency for the costs in excess of straight-time costs for Contracting Agency  
44 representatives who worked during such times. (The Engineer may require  
45 designated representatives to be present during the work. Representatives who may  
46 be deemed necessary by the Engineer include, but are not limited to: survey crews;  
47 personnel from the Contracting Agency's material testing lab; inspectors; and other  
48 Contracting Agency employees or third party consultants when, in the opinion of the  
49 Engineer, such work necessitates their presence.)

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

## Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1998)

Prior to any subcontractor or agent 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 (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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.

## 1-08.4 Prosecution Of Work

The first sentence of Section 1-08.4 is revised to read:

(\*\*\*\*\*)

The Contractor shall begin work on September 18, 2017, unless otherwise approved by the Engineer.

## 1-08.5 Time For Completion

The third paragraph of Section 1-08.5 is revised to read:

(\*\*\*\*\*)

1 Contract time shall begin on the first working day. The first working day  
2 shall be September 18, 2017, unless otherwise approved by the Engineer.

3  
4 Section 1-08.5 is supplemented with the following:

5  
6 (March 13, 1995)

7 This project shall be physically completed within **30 working days**.

8  
9 **1-08.9 Liquidated Damages**

10 (*August 14, 2013 APWA GSP*)

11  
12 Revise the fourth paragraph to read:

13  
14 When the Contract Work has progressed to Substantial Completion as defined in the  
15 Contract, the Engineer may determine that the work is Substantially Complete. The  
16 Engineer will notify the Contractor in writing of the Substantial Completion Date. For  
17 overruns in Contract time occurring after the date so established, the formula for liquidated  
18 damages shown above will not apply. For overruns in Contract time occurring after the  
19 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct  
20 engineering and related costs assignable to the project until the actual Physical Completion  
21 Date of all the Contract Work. The Contractor shall complete the remaining Work as  
22 promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a  
23 written schedule for completing the physical Work on the Contract.

24  
25 **Measurement and Payment**

26  
27 **Weighing Equipment**

28  
29 **1-09.2(1) General Requirements for Weighing Equipment**

30 (*July 23, 2015 APWA GSP, Option 2*)

31  
32 Revise item 4 of the fifth paragraph to read:

- 33  
34 4. Test results and scale weight records for each day's hauling operations are provided to  
35 the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily  
36 Report, unless the printed ticket contains the same information that is on the Scaleman's  
37 Daily Report Form. The scale operator must provide AM and/or PM tare weights for  
38 each truck on the printed ticket.

39  
40 **1-09.2(5) Measurement**

41 (*May 2, 2017 APWA GSP*)

42  
43 Revise the first paragraph to read:

44  
45 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform  
46 verification checks on the accuracy of each batch, hopper, or platform scale used in  
47 weighing contract items of Work.

48  
49 **1-09.6 Force Account**

50 (*October 10, 2008 APWA GSP*)

1 Supplement this section with the following:

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

8

9 **Retainage**

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

11

12 (June 27, 2011)

13 Vacant

14

15 **1-09.13 Claims Resolution**

16

17 **1-09.13(3) Claims \$250,000 or Less**

18 *(October 1, 2005 APWA GSP)*

19

20 Delete this Section and replace it with the following:

21

22 The Contractor and the Contracting Agency mutually agree that those claims that total  
23 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by  
24 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually  
25 agree in writing to resolve the claim through binding arbitration.

26

27 **1-09.13(3)A Administration of Arbitration**

28 *(July 23, 2015 APWA GSP)*

29

30 Revise the third paragraph to read:

31

32 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
33 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
34 the Superior Court of the county in which the Contracting Agency's headquarters is located,  
35 provided that where claims subject to arbitration are asserted against a county, RCW  
36 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the  
37 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use  
38 the Contract as a basis for decisions.

39

40 **TEMPORARY TRAFFIC CONTROL**

41

42 **General**

43 Section 1-10.1 is supplemented with the following:

44

1 (April 1, 2013)

2 The Contracting Agency will provide the following labor, equipment and/or materials  
3 resources to the Contractor for use on the project.

4  
5 \*\*\* Class A Traffic Signs as outlined in the included Sign Plan \*\*\*

6  
7 The Contractor shall notify the Engineer when each resource is to be utilized and shall  
8 provide a minimum of \*\*\* 5 (five) \*\*\* working days advance notice to allow any  
9 necessary arrangements to be made.

10  
11 **1-10.2 Traffic Control Management**

12 **General**

13  
14 Section 1-10.2(1) is supplemented with the following:

15  
16 (January 3, 2017)

17 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in  
18 the State of Washington. The Traffic Control Supervisor shall be certified by one of the  
19 following:

20 The Northwest Laborers-Employers Training Trust  
21 27055 Ohio Ave.  
22 Kingston, WA 98346  
23 (360) 297-3035

24  
25 Evergreen Safety Council  
26 12545 135th Ave. NE  
27 Kirkland, WA 98034-8709  
28 1-800-521-0778

29  
30 The American Traffic Safety Services Association  
31 15 Riverside Parkway, Suite 100  
32 Fredericksburg, Virginia 22406-1022  
33 Training Dept. Toll Free (877) 642-4637  
34 Phone: (540) 368-1701

35  
36 **1-10.2(2) Traffic Control Plans**

37  
38 Section 1-10.2(2) is supplemented with the following:

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

41 The County has provided the Traffic Control Plan(s) for this project and said  
42 plan(s) are included in these specifications and is made part of this contract.

43  
44 The work contemplated in this contract will require the Contractor to take special  
45 precautions in implementing safe traffic control procedures in accordance with  
46 the MUTCD. The Contractor's attention is directed to WAC 296-155-305 as it  
47 relates to signing, signaling and flaggers. All questions concerning new  
48 standards should be directed to the Wash. State Dept. of Labor and Industries.

1  
2 The Contractor will not be permitted to close Beverly Burke Road to local traffic  
3 within the project limits. One-way traffic must be kept open during work hours  
4 and two-way traffic restored at the end of each working day for local traffic.  
5 Access to County road intersections, local farms and residences shall be kept  
6 open at all times.  
7

8 **1-10.3 Traffic Control Labor, Procedures and Devices**

9  
10 **1-10.3(3) Traffic Control Devices**

11  
12 **Construction Signs**

13 Section 1-10.3(3)A is supplemented with the following:

14  
15 (\*\*\*\*\*)

16 The required Class A signs will be available to the Contractor at the Grant  
17 County Sign Shop, 124 Enterprise St. SE, Ephrata, WA, (509) 754-6082, on  
18 normal work days. The Contractor shall make arrangements with the Engineer at  
19 least five working days prior to picking up the signs. The Contractor shall sign an  
20 itemized receipt at the time of acquisition.  
21

22 Signs shall be returned to Grant County Sign Shop by the Contractor when their  
23 need has ceased as determined by the Engineer. The value of signs furnished  
24 by the Contracting Agency to the Contractor is fixed at \$10.00 per square foot.  
25 The value of such signs which are damaged or not returned as provided in  
26 Sections 1-10.1 and 1-10.3(3)A will be deducted from payment due or to become  
27 due the Contractor.  
28

29 **Wood Sign Posts**

30 Use the charts below to determine post size for Class A construction  
31 signs.  
32

33 **One Post Installation**

<u>Post Size</u>	<u>Min. Sign Sq. Ft.</u>	<u>Max Sign Sq. Ft.</u>
4x4	-	16.0
4x6	17.0	20.0
6x6	21.0	25.0
6x8	26.0	31.0

40  
41 **Two Post Installation**  
42 (For signs 5 feet or greater in width)

<u>Post Size</u>	<u>Min. Sign Sq. Ft.</u>	<u>Max Sign Sq. Ft.</u>
4x4	-	16.0
4x6	17.0	36.0

1	6x6	37.0	46.0
2	6x8	47.0	75.0 *

3  
4 \* The Engineer will determine the post size for signs greater than  
5 75 square feet.  
6

7 **Barricades**

8 Section 1-10.3(3)D is supplemented with the following:  
9

10 (\*\*\*\*\*)

11 The barricades, provided by the contractor, shall be Type III and constructed in  
12 accordance with the details shown in the MUTCD and the Standard Plans. The  
13 barricade width shall be eight (8) feet.  
14

15 As may be indicated in the Construction Sign Plan, Traffic Control Plan(s), or the  
16 Contract Provisions, the Contractor may be required to install signs, warning  
17 lights, or both, on barricades.  
18

19 **1-10.4 Measurement**

20  
21 ***Lump Sum Bid for Project (No Unit Items)***  
22

23 Section 1-10.4(1) is supplemented with the following:  
24

25 (August 2, 2004)

26 The proposal contains the item "Project Temporary Traffic Control", lump sum.  
27 The provisions of Section 1-10.4(1) shall apply.  
28

29 **1-10.5 Payment**

30 Section 1-10.5(1) is supplemented with the following:  
31

32 (\*\*\*\*\*)

33 The lump sum contract price for "Project Temporary Traffic Control" shall include  
34 all costs incurred by the Contractor in placing and maintaining Class A  
35 Construction signs furnished by the County and in furnishing, placing, and  
36 maintaining traffic control devices including Class B signs, traffic control vehicles,  
37 traffic control supervisor, traffic control labor including flaggers, two-way radios,  
38 eight (8) foot wide Type III barricades, flashers, posts for signs and other  
39 equipment and materials in accordance with the Construction Sign Plan, Traffic  
40 Control Plan(s) and Section 1-10 of the Standard Specifications. Progress  
41 payment for the lump sum item "Project Temporary Traffic Control" will be made  
42 as follows:  
43

- 44 1. When the initial Class A signs are installed, fifty (50) percent of the  
45 amount bid for the item will be paid.



1 "Shoulder Finishing", per mile.

2  
3 The unit contract price per mile for "Shoulder Finishing" shall be full pay to  
4 complete the work as specified.

5  
6 **DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS**

7  
8 **5-04 Hot Mix Asphalt**  
9 *(June 19, 2017 APWA GSP)*

10  
11 Delete WSDOT Amended Section 5-04, Hot Mix Asphalt, and replace it with Section 5-04, Hot  
12 Mix Asphalt as printed in the Standard Specifications for Road, Bridge and Municipal  
13 Construction, 2016 edition.

14  
15 **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

16  
17 Section 5-04.3(7)A2 is supplemented with the following:

18  
19 Nonstatistical Evaluation

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

22 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 23
- 24 • Be submitted to the Project Engineer on WSDOT Form 350-042
  - 25 • Have the aggregate structure and asphalt binder content determined in  
26 accordance with WSDOT Standard Operating Procedure 732 and meet the  
27 requirements of Sections 9-03.8(2) and 9-03.8(6).
  - 28 • Have anti-strip requirements, if any, for the proposed mix design determined in  
29 accordance with WSDOT Test Method T 718 or based on historic anti-strip and  
30 aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of  
31 HMA mix designs utilized that include RAP will be completed without the  
32 inclusion of the RAP.

33 At or prior to the preconstruction meeting, the contractor shall provide one of the  
34 following mix design verification certifications for Contracting Agency review;

- 35
- 36 • The proposed mix design indicated on a WSDOT mix design/anti-strip report that  
37 is within one year of the approval date
  - 38 • If the proposed mix design has not been referenced and previously verified by  
39 WSDOT State Materials Lab on a previous project, the Contractor shall also  
40 submit samples to the WSDOT State Materials Lab for WSDOT verification  
41 testing in accordance with WSDOT Standard Specifications.

42  
43 The mix design will be performed by a lab accredited by a national authority such as  
44 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
45 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO

1 Accreditation Program (AAP) and shall supply evidence of participation in the  
2 AASHTO Material Reference Laboratory (AMRL) program.

3  
4 At the discretion of the Engineer, agencies may accept mix designs verified beyond  
5 the one year verification period with a certification from the Contractor that the  
6 materials and sources are the same as those shown on the original mix design.

7  
8 A minimum of three (3) working days prior to the first day of paving, up to six (6)  
9 Ignition Furnace Calibration Samples shall be obtained to calibrate the Ignition  
10 Furnaces used for acceptance testing of the HMA. Calibration samples shall be  
11 provided by the Contractor when directed by the Engineer. Calibration samples  
12 shall be prepared in accordance with WSDOT SOP 728.

13  
14 **5-04.3(8)A1 General**  
15 *(January 16, 2014 APWA GSP)*  
16

17 Delete this section and replace it with the following:

18 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

19  
20 Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA  
21 in the contract documents.

22  
23 The mix design will be the initial JMF for the class of HMA. The Contractor may  
24 request a change in the JMF. Any adjustments to the JMF will require the approval of  
25 the Project Engineer and must be made in accordance with Section 9-03.8(7).

26 Commercial evaluation may be used for Commercial HMA and for other classes of HMA  
27 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,  
28 gores, prelevel, and pavement repair. Other nonstructural applications of HMA  
29 accepted by commercial evaluation shall be as approved by the Project Engineer.  
30 Sampling and testing of HMA accepted by commercial evaluation will be at the option of  
31 the Project Engineer. Commercial HMA can be accepted by a contractor certificate of  
32 compliance letter stating the material meets the HMA requirements defined in the  
33 contract

34  
35 **5-04.3(8)A4 Definition of Sampling Lot and Sublot**  
36 *(January 16, 2014 APWA GSP)*  
37

38 Section 5-04.3(8)A4 is supplemented with the following:

39 For HMA in a structural application, sampling and testing for total project quantities less  
40 than 400 tons is at the discretion of the engineer. For HMA used in a structural  
41 application and with a total project quantity less than 800 tons but more than 400 tons, a  
42 minimum of one acceptance test shall be performed:

- 43 i. If test results are found to be within specification requirements, additional testing  
44 will be at the engineers discretion.

1           ii.       If test results are found not to be within specification requirements, additional  
2                    testing as needed to determine a CPF shall be performed.

3  
4       **5-04.3(8)A5 Test Results**  
5       *(January 16, 2014 APWA GSP)*

6  
7       The first paragraph of this section is deleted.

8       **5-04.3(8)A6 Test Methods**  
9       *(January 16, 2014 APWA GSP)*

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

12           Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If  
13           tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731.  
14           Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
15           308. Testing for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

16       **5-04.5(1)B Price Adjustments for Quality of HMA Compaction**  
17       *(January 16, 2014 APWA GSP)*

18  
19       Delete this section and replace it with the following:

20       The maximum CPF of a compaction lot is 1.00.

21       For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming  
22       Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic  
23       difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price  
24       Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot  
25       in tons and the unit contract price per ton of the mix.

26  
27                   **DIVISION 8 MISCELLANEOUS CONSTRUCTION**

28  
29       **MONUMENT CASES**

30  
31       **Description**

32       Section 8-13.1 is supplemented with the following:

33           (\*\*\*\*\*)

34           **Adjust Monument Case and Cover**

35           This work consists of adjusting existing monument case(s) and cover(s).  
36

37  
38       **Construction Requirements**

39       Section 8-13.3 is supplemented with the following:

40           (\*\*\*\*\*)

41           Monument case(s) and cover(s) shall be adjusted to an elevation tolerance of  
42           0.02 feet to 0.04 feet below the finished pavement following completion of HMA  
43           paving.  
44

1  
2 **Measurement**

3 Section 8-13.4 is supplemented with the following:  
4

5 (\*\*\*\*\*)

6 Measurement for adjust monument case(s) and cover(s) will be by the unit for  
7 each monument case and cover adjusted.  
8

9 **Payment**

10 Section 8-13.5 is supplemented with the following:  
11

12 (\*\*\*\*\*)

13 Payment will be made in accordance with Section 1-04.1 for each of the following  
14 bid items that are included in the Proposal:  
15

16 "Adjust Monument Case and Cover", per each.  
17  
18

19 **PAVEMENT MARKING**

20  
21 **Materials**

22  
23 (\*\*\*\*\*)

24 The first sentence of Section 8-22.2 is replaced with the following:  
25

26 Paint Material for pavement line shall be **Waterborne** paint and be chosen from  
27 WSDOT QPL listings for 9-34.2(5) – Pavement Marking – Low VOC Waterborne  
28 Paint.

29 **Construction Requirements**

30  
31 **Preliminary Spotting**

32 The first sentence of Section 8-22.3(1) is replaced with the following:  
33

34 (\*\*\*\*\*)

35 The Contractor shall use established control points to assist in the preliminary  
36 spotting of the lines to be marked. Where control points are unavailable the  
37 Contractor shall establish such control as necessary to provide accurate  
38 preliminary spotting for pavement marking. The Engineer shall provide control  
39 points for no-pass zones.  
40

41 **Marking Application**

42 Section 8-22.3(3) is supplemented with the following:  
43

44 (\*\*\*\*\*)

45 This contract contains new striping work and will require three applications of  
46 paint on a thoroughly swept pavement surface. 10 mils on the first pass, to  
47 provide an alignment for the rumble strips installed prior to the second pass, then  
48 10 mils on the second pass and 15 mils on the third pass in the opposite

1 direction. Glass beads for retro-reflective applications shall be applied at the rate  
2 of 7 pounds per gallon of paint.

3  
4 The Contractor shall use a three gun paint spray system for all striping on this  
5 contract. Center skip stripe shall be based on the center gun, regardless of  
6 whether it is needed for a particular line, based on variable pass/no pass zones.  
7 In Double No-Pass zones, the two outer guns shall be used for the double yellow  
8 to be painted.

9  
10 **Measurement**

11 Section 8-22.4 is supplemented with the following:

12  
13 (\*\*\*\*\*)

14 The following are the approximate linear foot lengths of pavement markings  
15 required on this project:

16  
17 Painted Skip Centerline – 25,623 L.F.

18 Painted Skip Centerline with No-Pass – 7,138 L.F.

19 Painted Centerline with Double No-Pass – 5,161 L.F.

20 Painted Edge Line 12' Lane – 76,222 L.F.

21  
22  
23 **(April 6, 2015)**

24 **Standard Plans**

25 The State of Washington Standard Plans for Road, Bridge and Municipal Construction  
26 M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 1,  
27 2016 is made a part of this contract.  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

**PROPOSAL**

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2017

This certifies that the undersigned has examined the location of BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01, in Grant County, Washington, and that the plans, specifications and contract governing the work embraced in the improvement and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

**BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26)**

Note: Unit prices for all items, all extensions, and total amount must be shown. Please type or use ink. Please initial all changes.

Item No.	Plan Quantity	Item Description	Price per Unit Dollars . Cents	Total Amount Dollars . Cents
<b>PREPARATION</b>				
1	1 Lump Sum	Mobilization	At ////////.//// Per Lump Sum	.
2	1 Lump Sum	Notification	At ////////.//// Per Lump Sum	.
<b>GRADING</b>				
3	14.40 Mile	Shoulder Finishing	At . Per Mile	.
<b>HOT MIX ASPHALT</b>				
4	1,508 S.Y.	Planing Bituminous Pavement	At . Per Square Yard	.
5	25,150 Ton	HMA Cl. ½ In. PG64-28	At . Per Ton	.
6	Calculated	Job Mix Compliance Price Adjustment	At ////////.//// Calculated	-\$1.00
7	Calculated	Compaction Price Adjustment	At ////////.//// Calculated	-\$1.00

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
<b>TRAFFIC</b>				
8	816 L.F.	Raise Existing Bam Guardrail	At Per Linear Foot	.
9	38,045 Lin. Ft.	Temporary Pavement Marking	At Per Linear Foot	.
10	114,150 Lin. Ft.	Paint Line	At Per Linear Foot	.
11	480 Lin. Ft.	Transverse Rumble Line	At Per Linear Foot	.
12	7.20 Mile	Centerline Rumble Strip	At Per Mile	.
13	14.40 Mile	Shoulder Rumble Strip Type 3	At Per Mile	.
14	1 Lump Sum	Project Temporary Traffic Control	At ////////-///// Per Lump Sum	.
<b>OTHER ITEMS</b>				
15	15 Each	Adjust Monument Case and Cover	At Per Each	.
16	1 Lump Sum	SPCC Plan	At ////////-///// Per Lump Sum	.
17	1 Lump Sum	Trimming and Cleanup	At ////////-///// Per Lump Sum	.
18	Calculated	Minor Change	At ////////-///// Calculated	-\$1.00

<b>PROJECT Total</b>	.
----------------------	---

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

## **NON-COLLUSION DECLARATION**

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

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

### **NOTICE TO ALL BIDDERS**

**To report bid 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.**

**Revised 6/14  
From DOT Form 272-0361 EF**

**07/2011**

## Proposal – Signature Page

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

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

- Cash  In the Amount of \_\_\_\_\_
- Cashier's Check  \_\_\_\_\_ Dollars
- Certified Check  (\$\_\_\_\_\_) Payable to the Grant County Treasurer
- Proposal Bond  In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_.

Signature of Authorized Official(s)

Proposal Must Be Signed



\_\_\_\_\_  
Please Print Name of Authorized Official

Firm Name

Address

State of Washington Contractor's License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Note:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal" or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: \_\_\_\_\_

Revised 8/95

# Statement of Contractor Qualifications

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2017

RE: BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington and Chapter 36.77 of the Revised Code of Washington.

1. My permanent business name and address is \_\_\_\_\_  
which I have maintained for \_\_\_\_\_ years. My phone is (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_
2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. Description of work: This contract provides for the construction of 7.20 miles of HMA overlay on Beverly Burke Road, from MP 0.00 to MP 7.20, a two lane county road in Grant County, WA, and includes planing bituminous pavement, shoulder finishing, hot mix asphalt, project temporary traffic control, painted centerline and edge line and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. (Please list equipment to be used on this project. Attach list if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_
3. I have adequate funds to promptly meet obligations incident to this work. (Provide bank, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_
4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: (Provide project name, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_
5. I have submitted and maintain annually a "Standard Questionnaire and Financial Statement" to the Washington State Department of Transportation (WSDOT): Yes  No  Region: \_\_\_\_\_  
WSDOT has determined: a) I am prequalified to \_\_\_\_\_  
\_\_\_\_\_ in the amount of \_\_\_\_\_  
b) I have failed to be prequalified for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

The Contracting Agency may determine a prospective Bidder who is not prequalified to perform certain types of work within the financial and experience constraints determined by WSDOT to be not responsible and refuse to award a contract.

The Board of County Commissioners shall proceed to award the contract to the lowest and best bidder but may reject any or all bids if in its opinion good cause exists therefor. (RCW 36.77.040)

I hereby certify that the above statements are true and accurate.

Very truly yours,

By: \_\_\_\_\_

(Print Name) \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Washington State Contractor's License No.: \_\_\_\_\_

Revised 4/02

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, as  
Principal, and \_\_\_\_\_, as  
Surety, are held and firmly bound unto Grant County, Washington, as Obligee, in the penal sum  
of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment of which the Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, by these  
presents.

The condition of the obligation is such that if the Obligee shall make any award to the  
Principal for **BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01**, located  
in Grant County, Washington, according to the terms of the proposal or bid made by the  
Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee  
in accordance with the terms of said proposal or bid and award and shall give bond for the  
faithful performance thereof, with the Surety or Sureties approved by the Obligee; or if the  
principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the  
deposit specified in the call for bids, then this obligation shall be null and void; otherwise it  
shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the  
Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017

Principal \_\_\_\_\_

Surety \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_

Grant County Public Works  
124 Enterprise St. SE  
Ephrata, WA. 98823

**Local Agency Subcontractor List**  
Prepared in compliance with RCW 39.30.060 as amended

**To Be Submitted with the Bid Proposal**

**Project Name: BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26)**

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's are notified that the opinion of the enforcement agency PVC or metal conduit, junction boxes, etc, are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project. A licensed electrical contractor must be listed to perform the work.

NOT FOR BIDDING - INFORMATION ONLY

## CONTRACT

THIS AGREEMENT, between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and \_\_\_\_\_, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

### WITNESSETH:

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

### DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01, located in Grant County, Washington, as proposed in a bid opened 2:00 P.M., Monday, August 14, 2017 in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grant County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year below written, and the seal of said Board to be hereunto affixed on said date.

\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
State Zip

( ) \_\_\_\_\_  
Phone

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
OF GRANT COUNTY, WASHINGTON

Done this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned, \_\_\_\_\_, as principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, as surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Grant County, Washington, in the penal sum of

(\$ \_\_\_\_\_) for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of Grant County, Washington.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2017.

The conditions of the above obligation are such that:

WHEREAS, on August 14, 2017, the Board of County Commissioners of said Grant County has let or is about to let to the Principal, a certain contract, the said contract providing for the improvement of BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01, located in Grant County, Washington, (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said Grant County harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said Principal, or any subcontractor in the performance of said work and shall indemnify and hold Grant County harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, and until the same is accepted, then and in that event this obligation shall be void but otherwise it shall be and remain in full force and effect.

Countersigned:

\_\_\_\_\_  
Licensed Agent/Surety Co.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Attorney-in-Fact, Surety

Approved as to form:

(\_\_\_\_\_) \_\_\_\_\_  
Firm, Street Address (No P.O. Box), Phone of Local Office of Agent

\_\_\_\_\_, 2017

\_\_\_\_\_  
Deputy Prosecuting Attorney

INFORMATION FOR BIDDING INFORMATION ONLY

**PROPOSAL**

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2017

This certifies that the undersigned has examined the location of **BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01**, in Grant County, Washington, and that the plans, specifications and contract governing the work embraced in the improvement and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

**BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26)**

Note: Unit prices for all items, all extensions, and total amount must be shown. Please type or use ink. Please initial all changes.

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
<b>PREPARATION</b>				
1	1 Lump Sum	Mobilization	At ////////.//// Per Lump Sum	.
2	1 Lump Sum	Notification	At ////////.//// Per Lump Sum	.
<b>GRADING</b>				
3	14.40 Mile	Shoulder Finishing	At . . Per Mile	.
<b>HOT MIX ASPHALT</b>				
4	1,508 S.Y.	Planing Bituminous Pavement	At . . Per Square Yard	.
5	25,150 Ton	HMA Cl. ½ In. PG64-28	At . . Per Ton	.
6	Calculated	Job Mix Compliance Price Adjustment	At ////////.//// Calculated	-\$1.00
7	Calculated	Compaction Price Adjustment	At ////////.//// Calculated	-\$1.00

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
<b>TRAFFIC</b>				
8	816 L.F.	Raise Existing Bam Guardrail	At Per Linear Foot	.
9	38,045 Lin. Ft.	Temporary Pavement Marking	At Per Linear Foot	.
10	114,150 Lin. Ft.	Paint Line	At Per Linear Foot	.
11	480 Lin. Ft.	Transverse Rumble Line	At Per Linear Foot	.
12	7.20 Mile	Centerline Rumble Strip	At Per Mile	.
13	14.40 Mile	Shoulder Rumble Strip Type 3	At Per Mile	.
14	1 Lump Sum	Project Temporary Traffic Control	At ////////.///// Per Lump Sum	.
<b>OTHER ITEMS</b>				
15	15 Each	Adjust Monument Case and Cover	At Per Each	.
16	1 Lump Sum	SPCC Plan	At ////////.///// Per Lump Sum	.
17	1 Lump Sum	Trimming and Cleanup	At ////////.///// Per Lump Sum	.
18	Calculated	Minor Change	At ////////.///// Calculated	-\$1.00

<b>PROJECT Total</b>	.
----------------------	---

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

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report bid 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.

Revised 6/14  
From DOT Form 272-0361 EF

07/2011

## Proposal – Signature Page

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

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

- Cash  In the Amount of \_\_\_\_\_
- Cashier's Check  \_\_\_\_\_ Dollars
- Certified Check  (\$\_\_\_\_\_) Payable to the Grant County Treasurer
- Proposal Bond  In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

Signature of Authorized Official(s)

Proposal Must Be Signed



\_\_\_\_\_

\_\_\_\_\_

Please Print Name of Authorized Official

Firm Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Washington Contractor's License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Note:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal" or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: \_\_\_\_\_

Revised 8/95

# Statement of Contractor Qualifications

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2017

RE: BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington and Chapter 36.77 of the Revised Code of Washington.

1. My permanent business name and address is \_\_\_\_\_  
which I have maintained for \_\_\_\_ years. My phone is (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_
2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. **Description of work:** This contract provides for the construction of 7.20 miles of HMA overlay on Beverly Burke Road, from MP 0.00 to MP 7.20, a two lane county road in Grant County, WA, and includes planing bituminous pavement, shoulder finishing, hot mix asphalt, project temporary traffic control, painted centerline and edge line and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. (Please list equipment to be used on this project. Attach list if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_
3. I have adequate funds to promptly meet obligations incident to this work. (Provide bank, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_ c) \_\_\_\_\_
4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: (Provide project name, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_
5. I have submitted and maintain annually a "Standard Questionnaire and Financial Statement" to the Washington State Department of Transportation (WSDOT): Yes  No  Region: \_\_\_\_\_  
WSDOT has determined: a) I am prequalified to \_\_\_\_\_  
\_\_\_\_\_ in the amount of \_\_\_\_\_  
b) I have failed to be prequalified for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

The Contracting Agency may determine a prospective Bidder who is not prequalified to perform certain types of work within the financial and experience constraints determined by WSDOT to be not responsible and refuse to award a contract.

The Board of County Commissioners shall proceed to award the contract to the lowest and best bidder but may reject any or all bids if in its opinion good cause exists therefor. (RCW 36.77.040)

I hereby certify that the above statements are true and accurate.

Very truly yours,

By: \_\_\_\_\_

(Print Name) \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Washington State Contractor's License No.: \_\_\_\_\_

Revised 4/02

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, as  
Principal, and \_\_\_\_\_, as  
Surety, are held and firmly bound unto Grant County, Washington, as Obligee, in the penal sum  
of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment of which the Principal and Surety bind themselves  
their heirs, executors, administrators, successors and assigns, jointly and severally, by these  
presents.

The condition of the obligation is such that if the Obligee shall make any award to the  
Principal for **BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01**, located  
in Grant County, Washington, according to the terms of the proposal or bid made by the  
Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee  
in accordance with the terms of said proposal or bid and award and shall give bond for the  
faithful performance thereof, with the Surety or Sureties approved by the Obligee; or if the  
principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the  
deposit specified in the call for bids, then this obligation shall be null and void; otherwise it  
shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the  
Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017

Principal \_\_\_\_\_

Surety \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_

Grant County Public Works  
124 Enterprise St. SE  
Ephrata, WA. 98823

## Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

### To Be Submitted with the Bid Proposal

Project Name: BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26)

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060. and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name  
Work to be Performed

---

---

---

---

Subcontractor Name  
Work to be Performed

---

---

---

---

Subcontractor Name  
Work to be Performed

---

---

---

---

Subcontractor Name  
Work to be Performed

---

---

---

---

Subcontractor Name  
Work to be Performed

---

---

---

---

Bidder's are notified that the opinion of the enforcement agency PVC or metal conduit, junction boxes, etc, are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project. A licensed electrical contractor must be listed to perform the work.

INFORMATION FOR BIDDING - ONE FOR INFORMATION ONLY

## CONTRACT

THIS AGREEMENT, between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and \_\_\_\_\_, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

### WITNESSETH:

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

### DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01**, located in Grant County, Washington, as proposed in a bid opened 2:00 P.M., **Monday, August 14, 2017** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.

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

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

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

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

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grant County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year below written, and the seal of said Board to be hereunto affixed on said date.

\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

( ) \_\_\_\_\_  
Phone

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS  
OF GRANT COUNTY, WASHINGTON**

Done this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, as surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Grant County, Washington, in the penal sum of

(\$ \_\_\_\_\_) for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of Grant County, Washington.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2017.

The conditions of the above obligation are such that:

WHEREAS, on **August 14, 2017**, the Board of County Commissioners of said Grant County has let or is about to let to the Principal, a certain contract, the said contract providing for the improvement of **BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 TO SR 26), CRP 17-01**, located in Grant County, Washington, (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said Grant County harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said Principal, or any subcontractor in the performance of said work and shall indemnify and hold Grant County harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, and until the same is accepted, then and in that event this obligation shall be void but otherwise it shall be and remain in full force and effect.

Countersigned:

\_\_\_\_\_  
Licensed Agent/Surety Co.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Attorney-in-Fact, Surety

Approved as to form:

(\_\_\_\_\_) \_\_\_\_\_  
Firm, Street Address (No P.O. Box), Phone of Local Office of Agent

\_\_\_\_\_  
Deputy Prosecuting Attorney

INFORMATION FOR BIDDING - ONE FOR INFORMATION ONLY

## TITLE VI – Contractor Requirements

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### 6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**  
**FHWA-1273 -- Revised May 1, 2012**

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and 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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

- (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.

2. 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. 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **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 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.

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 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).

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 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 1, 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**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **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.

##### **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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

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.

**AMENDMENT**  
**REQUIRED CONTRACT PROVISIONS**  
(Exclusive of Appalachian Contracts)

**FEDERAL-AID CONSTRUCTION CONTRACTS**

**The Federal-Aid provisions are supplemented with the following:**

**XII. Cargo Preference Act**

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

General Decision Number: WA170001 06/30/2017 WA1

Superseded General Decision Number: WA20160001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	02/03/2017
3	02/10/2017
4	03/03/2017
5	04/14/2017
6	05/19/2017
7	06/02/2017
8	06/09/2017
9	06/16/2017
10	06/30/2017

CARP0001-008 06/01/2015

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 27.61	14.00
GROUP 2.....	\$ 41.86	14.49
GROUP 3.....	\$ 32.97	14.00
GROUP 4.....	\$ 31.94	14.00
GROUP 5.....	\$ 73.44	14.00
GROUP 6.....	\$ 35.02	14.00
GROUP 7.....	\$ 36.72	14.00
GROUP 8.....	\$ 33.27	14.00
GROUP 9.....	\$ 35.02	14.00

WA170001 Modification 10  
Federal Wage Determinations for Highway Construction

## CARPENTER &amp; 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 carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator  
Not Under Pressure

GROUP 8: Assistant Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

## ZONE PAY:

ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/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/PILEDRIVER: 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 (302 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.

CARP0003-006 10/01/2011

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, 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 WAHAKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 32.04	14.18
DIVERS TENDERS.....	\$ 36.34	14.18
DIVERS.....	\$ 77.08	14.18
DRYWALL.....	\$ 27.56	14.18
MILLWRIGHTS.....	\$ 32.19	14.18
PILEDRIERS.....	\$ 33.04	14.18

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

CARP0770-003 06/01/2015

Rates                      Fringes

CARPENTER  
 CENTRAL WASHINGTON: CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN),  
 KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES

CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 40.46	13.66
CARPENTERS.....	\$ 40.36	13.66
DIVERS TENDER.....	\$ 35.02	14.00
DIVERS.....	\$ 73.44	14.00
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 41.86	13.66
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 40.61	13.66

(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 PILEDRIIVER 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

CARP0770-006 06/01/2016

Rates Fringes

CARPENTER

WESTERN WASHINGTON: CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS (excludes piledrivers only), 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

BRIDGE CARPENTERS.....	\$ 40.92	14.59
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 40.46	13.66
CARPENTERS.....	\$ 40.92	14.59
DIVERS TENDER.....	\$ 44.67	13.66
DIVERS.....	\$ 93.56	13.66
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 41.86	13.66
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 40.61	13.66

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

-----  
 ELEC0046-001 02/06/2017

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 46.87	3%+15.96
ELECTRICIAN.....	\$ 47.56	3%+19.31

-----  
 ELEC0048-003 01/01/2017

CLARK, KLIKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	22.18

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 01/01/2017

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	22.18

-----  
 ELEC0073-001 07/01/2016

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 31.50	17.60

WA170001 Modification 10  
 Federal Wage Determinations for Highway Construction



-----  
 ELEC0076-002 09/01/2016

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

	Rates	Fringes
CABLE SPLICER.....	\$ 40.05	24.49
ELECTRICIAN.....	\$ 36.41	24.38

-----

ELEC0112-005 06/01/2016

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

	Rates	Fringes
CABLE SPLICER.....	\$ 42.32	18.95
ELECTRICIAN.....	\$ 40.30	18.89

-----

ELEC0191-003 06/01/2017

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 43.45	19.69

-----

ELEC0191-004 06/01/2017

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 40.65	19.59

-----

ENGI0302-003 06/01/2017

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.....	\$ 41.90	19.20
Group 1AA.....	\$ 42.52	19.20
Group 1AAA.....	\$ 43.13	19.20
Group 1.....	\$ 41.29	19.20
Group 2.....	\$ 40.76	19.20
Group 3.....	\$ 40.29	19.20
Group 4.....	\$ 37.70	19.20

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 mahine-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 06/01/2017

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.....	\$ 27.11	15.20
GROUP 2.....	\$ 27.43	15.20
GROUP 3.....	\$ 28.04	15.20
GROUP 4.....	\$ 28.20	15.20
GROUP 5.....	\$ 28.36	15.20
GROUP 6.....	\$ 28.64	15.20
GROUP 7.....	\$ 28.91	15.20
GROUP 8.....	\$ 30.01	15.20

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

WA170001 Modification 10

Federal Wage Determinations for Highway Construction

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 Operatr (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 Vactor 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.

-----  
 ENGI0612-012 06/01/2014

LEWIS, PIERCE, 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.....	\$ 38.39	17.40
GROUP 1AA.....	\$ 38.96	17.40
GROUP 1AAA.....	\$ 39.52	17.40
GROUP 1.....	\$ 37.84	17.40
GROUP 2.....	\$ 37.35	17.40
GROUP 3.....	\$ 36.93	17.40
GROUP 4.....	\$ 34.57	17.40

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 01/01/2015

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.47	14.10
GROUP 1A.....	\$ 41.44	14.10
GROUP 1B.....	\$ 43.42	14.10
GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10
GROUP 5.....	\$ 34.13	14.10
GROUP 6.....	\$ 30.94	14.10

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

IRON0014-005 07/01/2016

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

	Rates	Fringes
IRONWORKER.....	\$ 32.89	24.56

-----  
IRON0029-002 07/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 34.12	23.04

-----  
IRON0086-002 07/01/2016

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.89	24.56

-----  
IRON0086-004 07/01/2016

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

	Rates	Fringes
IRONWORKER.....	\$ 40.52	24.71

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

LABO0238-004 06/01/2017

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

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

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 24.66	11.30
GROUP 2.....	\$ 26.76	11.30
GROUP 3.....	\$ 27.03	11.30
GROUP 4.....	\$ 27.30	11.30
GROUP 5.....	\$ 27.58	11.30
LABORER (SPOKANE)		
GROUP 1.....	\$ 24.66	11.30
GROUP 2.....	\$ 26.76	11.30
GROUP 3.....	\$ 27.03	11.30
GROUP 4.....	\$ 27.30	11.30
GROUP 5.....	\$ 27.58	11.30

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

#### LABORERS CLASSIFICATIONS

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

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

WA170001 Modification 10

Federal Wage Determinations for Highway Construction

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); Guniting (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 06/01/2017

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.....	\$ 26.76	11.30
-----		

LABO0252-010 06/01/2017

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.85	10.99
GROUP 2.....	\$ 28.45	10.99
GROUP 3.....	\$ 35.54	10.99
GROUP 4.....	\$ 36.41	10.99
GROUP 5.....	\$ 36.99	10.99

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, airtrac); 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; Nozzlemar (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).

LABO0292-008 06/01/2017

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.85	10.99
GROUP 2.....	\$ 28.45	10.99
GROUP 3.....	\$ 35.54	10.99
GROUP 4.....	\$ 36.41	10.99
GROUP 5.....	\$ 36.99	10.99

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 06/01/2017

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.....	\$ 31.36	10.89
GROUP 2.....	\$ 32.01	10.89
GROUP 3.....	\$ 32.49	10.89
GROUP 4.....	\$ 32.90	10.89
GROUP 5.....	\$ 28.68	10.89
GROUP 6.....	\$ 26.07	10.89
GROUP 7.....	\$ 22.62	10.89

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: GOLDENDALE, 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)

WA170001 Modification 10

Federal Wage Determinations for Highway Construction

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 Nozzlemans-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzlemans 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 Nozzlemans; High Scalars, 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; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemans; 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 09/01/2013

	Rates	Fringes
Hod Carrier.....	\$ 30.47	10.05

-----

LABO0348-003 06/01/2017

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA  
COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 21.21	10.99
GROUP 2.....	\$ 24.31	10.99
GROUP 3.....	\$ 26.60	10.99
GROUP 4.....	\$ 27.24	10.99
GROUP 5.....	\$ 27.70	10.99

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

WA170001 Modification 10

Federal Wage Determinations for Highway Construction

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).

---

LABO0440-001 06/01/2017

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.85	10.99
GROUP 2.....	\$ 28.45	10.99
GROUP 3.....	\$ 35.54	10.99
GROUP 4.....	\$ 36.41	10.99
GROUP 5.....	\$ 36.99	10.99

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

WA170001 Modification 10  
 Federal Wage Determinations for Highway Construction

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 06/01/2017

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

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 29.50	15.35

-----  
 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 08/01/2016

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, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 29.10	11.04
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 24.00	11.04
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 04/01/2017

CLARK, COWLITZ, KLIICKITAT, PACIFIC, SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 23.02	10.77
High work - All work 60 ft. or higher.....	\$ 24.22	10.77
Spray and Sandblasting.....	\$ 23.02	10.77

-----  
 PAIN0055-006 01/01/2017

CLARK, COWLITZ, KLIICKITAT, SKAMANIA and WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 34.37	11.38

PLAS0072-004 07/01/2016

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.....	\$ 27.13	13.67

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

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee  
 Zone 1: 0 - 45 radius miles from the main post office  
 Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2017

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.....	\$ 40.52	16.54
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 41.02	16.54
TROWLING MACHINE OPERATOR ON COMPOSITION.....	\$ 41.02	16.54

PLAS0555-002 06/01/2015

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDE/HANGING SCAFFOLD..	\$ 30.58	18.18
CEMENT MASONS ON SUSPENDE, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 30.58	18.18
CEMENT MASONS.....	\$ 29.98	18.18
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 31.18	18.18

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 06/01/2016

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.....	\$ 27.60	14.37
GROUP 2.....	\$ 27.72	14.37
GROUP 3.....	\$ 27.85	14.37
GROUP 4.....	\$ 28.12	14.37
GROUP 5.....	\$ 28.34	14.37
GROUP 6.....	\$ 28.51	14.37
GROUP 7.....	\$ 28.71	14.37

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 cumps, 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 01/01/2017

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:.....	\$ 34.13	18.57
GROUP 2:.....	\$ 33.29	18.57
GROUP 3:.....	\$ 30.48	18.57
GROUP 4:.....	\$ 25.51	18.57
GROUP 5:.....	\$ 33.68	18.57

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

WA170001 Modification 10

Federal Wage Determinations for Highway Construction

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

#### HAZMAT PROJECTS

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

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

---

TEAM0690-004 01/01/2017

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.....	\$ 20.97	17.25
GROUP 2.....	\$ 23.24	17.25
GROUP 3.....	\$ 23.74	17.25
GROUP 4.....	\$ 24.07	17.25
GROUP 5.....	\$ 24.18	17.25
GROUP 6.....	\$ 24.35	17.25
GROUP 7.....	\$ 24.88	17.25
GROUP 8.....	\$ 25.24	17.25
AREA 2:		
GROUP 1.....	\$ 23.11	17.25
GROUP 2.....	\$ 25.75	17.25
GROUP 3.....	\$ 25.86	17.25
GROUP 4.....	\$ 26.19	17.25
GROUP 5.....	\$ 26.30	17.25
GROUP 6.....	\$ 26.30	17.25
GROUP 7.....	\$ 27.20	17.25
GROUP 8.....	\$ 27.16	17.25

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)

WA170001 Modification 10

Federal Wage Determinations for Highway Construction

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.  
=====

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

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

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

---

### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

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: 7/18/2017**

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Grant	<u>Flaggers</u>	Journey Level	\$34.91	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Air And Hydraulic Track Drill	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Asphalt Raker	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Asphalt Roller, Walking	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Brick Pavers	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Brush Hog Feeder	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Brush Machine	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Caisson Worker, Free Air	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Carpenter Tender	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Cement Finisher Tender	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Cement Handler	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Chain Saw Operator & Faller	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Clean-up Laborer	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Compaction Equipment	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Crewman	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Saw, Walking	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Signalman	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Stack	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Confined Space Attendant	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Crusher Feeder	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Demolition	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Demolition Torch	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Dope Pot Fireman, Non-mechanical	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Driller Helper (when Required To Move & Position Machine)	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Drills With Dual Masts	\$37.83	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Dry Stack Walls	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Dumpman	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Erosion Control Laborer	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Final Detail Cleanup (i.e.,	\$34.91	<u>7B</u>	<u>1M</u>	

		Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)			
Grant	<u>Laborers</u>	Firewatch	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Form Cleaning Machine Feeder, Stacker	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Form Setter, Paving	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	General Laborer	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Grade Checker	\$39.54	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Grout Machine Header Tender	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Guard Rail	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Gunite	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$37.83	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level D)	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	High Scaler	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Jackhammer Operator Miner, Class "b"	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Laser Beam Operator	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Miner, Class "a"	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Miner, Class "c"	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Miner, Class "d"	\$37.83	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Mortar Mixer	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Nipper	\$37.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Nozzleman	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pavement Breaker, 90 Lbs. & Over	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pavement Breaker, Under 90 Lbs.	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pipelayer	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pipewrapper	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Plasterer Tenders	\$37.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pot Tender	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Powderman	\$39.20	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Powderman Helper	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Power Buggy Operator	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Power Tool Operator, Gas, Electric, Pneumatic	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Railroad Equipment, Power Driven, Except Dual Mobile	\$37.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Railroad Power Spiker Or Puller, Dual Mobile	\$37.28	<u>7B</u>	<u>1M</u>

Grant	<u>Laborers</u>	Remote Equipment Operator	\$37.83	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Remote Equipment Operator (i.e. Compaction And Demolition)	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Rigger/signal Person	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Riprap Person	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Rodder & Spreader	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Sandblast Tailhoseman	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Scaffold Erector, Wood Or Steel	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Stake Jumper	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Structural Mover	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Tailhoseman (water Nozzle)	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Track Laborer (rr)	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Traffic Control Laborer	\$34.91	<u>7B</u>	<u>1M</u>	<u>8T</u>
Grant	<u>Laborers</u>	Traffic Control Supervisor	\$35.91	<u>7B</u>	<u>1M</u>	<u>8S</u>
Grant	<u>Laborers</u>	Trencher, Shawnee	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Trenchless Technology Technician	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Truck Loader	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Tugger Operator	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Vibrators, All	\$37.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Wagon Drills	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Water Pipe Liner	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$37.83	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Well-point Person	\$37.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Wheelbarrow, Power Driven	\$37.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Power Equipment Operators</u>	A-frame Truck (2 Or More Drums)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	A-frame Truck (single Drum)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Asphalt Plant Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant (under 1000 Ton)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Automatic Subgrader (ditches & Trimmers)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backfillers (cleveland & Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe & Hoe Ram (under 3/4 Yd.)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw & Under)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw To 110,000 Gw)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe (over 110,000 Gw)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3 Yds & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Bagley Or Stationary Scraper	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Batch Plant (over 4 Units)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Belt Finishing Machine	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Belt Loader (kocal Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Belt-crete Conveyors With Power Pack Or Similar	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bending Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bit Grinders	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Blade Operator (motor Patrol & Attachments)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Blower Operator (cement)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boat Operator	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bob Cat (skid Steer)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bolt Threading Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boom Cats (side)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boring Machine (earth)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bump Cutter (wayne, Saginaw Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cableway Controller (dispatcher)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cableway Operators	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Canal Lining Machine (concrete)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Carrydeck & Boom Truck (under 25 Tons)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cement Hog	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Clamshell, Dragline	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Compactor (self-propelled With Blade)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Cleaning / Decontamination Machine Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Pump Boon Truck	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Concrete Saw (multiple Cut)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Slip Form Paver	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Crusher Feeder	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Crusher, Grizzle & Screening Plant Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Curb Extruder (asphalt Or Concrete)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Deck Engineer	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Deck Hand	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Derricks & Stifflegs (65 Tons & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Derricks & Stifflegs (under 65 Tons)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Distributor Leverman	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Ditch Witch Or Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dope Pots (power Agitated)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dozer / Tractors (d-6 & Equivalent & Over)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dozer, 834 R/t & Similar	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drill Doctor	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Driller Licensed	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drillers Helper	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drills (churn, Core, Calyx Or Diamond)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevating Belt (holland Type)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevator Hoisting Materials	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Equipment Serviceman, Greaser & Oiler	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Fireman & Heater Tender	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Generator Plant Engineers (diesel Or Electric)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Gin Trucks (pipeline)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Grade Checker	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Gunite Combination Mixer & Compressor	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	H.d. Mechanic	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	H.d. Welder	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Heavy Equipment Robotics Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Helicopter Pilot	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Helper, Mechanic Or Welder, H.D	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hoe Ram	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hoist (2 Or More Drums Or Tower Hoist)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hoist, Single Drum	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hydraulic Platform Trailers, (goldhofer, Shaurerly And Similar)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hydro-seeder, Mulcher, Nozzleman	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Lime Batch Tank Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Lime Brain Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (bucket Elevators And Conveyors)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$43.91	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Locomotive Engineer	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Longitudinal Float	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Master Environmental Maintenance Technician	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mixer (portable - Concrete)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mixermobile	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mobile Crusher Operator (recycle Train)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mucking Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Multiple Dozer Units With Single	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Blade				
Grant	<u>Power Equipment Operators</u>	Pavement Breaker, Hydra-hammer & Similar	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Paving (dual Drum)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Paving Machine (asphalt And Concrete)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Piledriving Engineers	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Plant Oiler	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Posthole Auger Or Punch	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Power Broom	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Pump (grout Or Jet)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Pumpman	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Quad-track Or Similar Equipment	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Ballast Regulation Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Power Tamper Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Tamper Jack Operator (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Track Liner Operator (self-propelled)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (1000 Tons & Over)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (under 1000 Ton)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rollerman (finishing Asphalt Pavement)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Roto Mill (pavement Grinder)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rotomill Groundsman	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Scrapers, All, Rubber-tired	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Screed Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Shovels (3 Yds. & Over)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Shovels (under 3 Yds.)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Soil Stabilizer (p & H Or Similar)	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Spray Curing Machine (concrete)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Spreader Box (self-propelled)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Spreader Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Steam Cleaner	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Straddle Buggy (ross & Similar On Construction Job Only)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Surface Heater & Planer Machine	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Traverse Finish Machine	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Trenching Machines (7 Ft. Depth & Over)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Trenching Machines (under 7 Ft. Depth Capacity)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Tug Boat Operator	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Tugger Operator	\$41.33	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Turnhead (with Re-screening)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Turnhead Operator	\$41.94	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Vactor Guzzler, Super Sucker	\$42.54	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Vacuum Blasting Machine Operator	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$42.10	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Welding Machine	\$41.01	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Whirleys & Hammerheads, All	\$42.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Surveyors</u>	All Classifications	\$28.57	<u>Null</u>	<u>1</u>	
Grant	<u>Truck Drivers</u>	Dump Truck	\$26.09		<u>1</u>	
Grant	<u>Truck Drivers</u>	Dump Truck And Trailer	\$26.09		<u>1</u>	
Grant	<u>Truck Drivers</u>	Other Trucks	\$27.84		<u>1</u>	
Grant	<u>Truck Drivers</u>	Transit Mixer	\$11.00		<u>1</u>	

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

\*\*\*\*\*

**Overtime Codes**

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

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

**Overtime Codes Continued**

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

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

**Overtime Codes Continued**

3. D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

**Overtime Codes Continued**

4. 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.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

**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

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

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).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

Holiday (10).

- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

**Holiday Codes Continued**

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

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

**Note Codes**

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

**Note Codes Continued**

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:  
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet  
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet  
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

- 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.

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

**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 vanned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		<b>X</b>
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		<b>X</b>
3. Prefabricated steel grate supports and welded grates, metal frames and dual vanned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
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.		<b>X</b>
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.		<b>X</b>

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.		<b>X</b>
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).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
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 Contract Plans for item description and shop drawings.	<b>X</b>	
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).		<b>X</b>
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..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

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.	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

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.	<b>X</b>	
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.	<b>X</b>	
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.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and Dual Faced) See Std. Plans.		<b>X</b>

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. <b>NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed</b>	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	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		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

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.

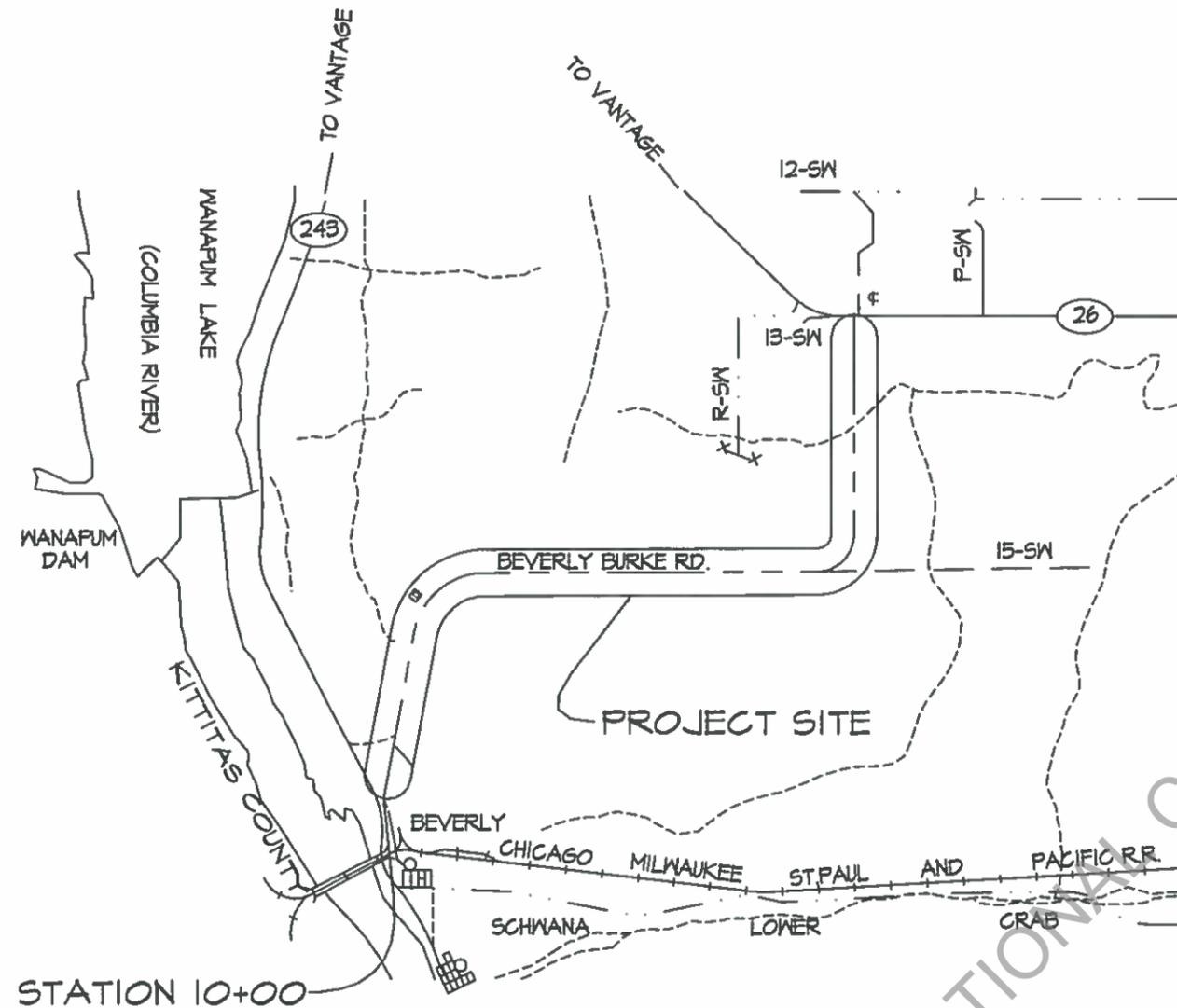
(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(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.]

# BEVERLY BURKE ROAD, OVERLAY PROJECT



SHEET	DESCRIPTION
1	INDEX & VICINITY MAP
2	SUMMARY OF QUANTITIES
3-4	STRUCTURE NOTES
5	TYPICAL X-SECTIONS
6	SIGN PLAN
7	TRAFFIC CONTROL PLAN

**Federal Aid No. STPR-13EP(001)  
Contract No. TA-6142**

**Grant County  
Board Of Commissioners**

**Richard Stevens, District No. 1  
Tom Taylor, District No. 2  
Cindy Carter, District No. 3 (Chair)**

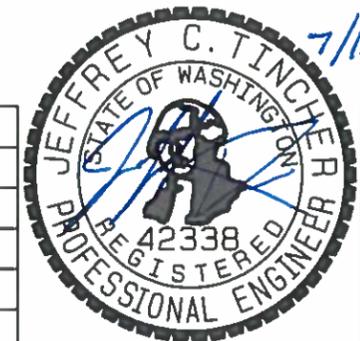


**GRANT COUNTY PUBLIC WORKS DEPARTMENT**  
124 ENTERPRISE ST. SE  
EPHRATA, WASHINGTON 98823  
(509) 754-6082 FAX (509) 754-6087



**BEVERLY BURKE ROAD  
OVERLAY PROJECT  
(SR 243 to SR 26)  
(2017)  
INDEX & VICINITY MAP  
CRP 17-01**

DESIGNED BY: BOB BERSANTI  
CHECKED BY: JEFF TINCHER  
APPROVED BY: JEFF TINCHER  
REVISIONS BY:  
DATE REVISED: 07/17/2017  
FEDERAL AID NO.: STPR-13EP(001)



SHEET  
1  
OF  
7

# SUMMARY OF QUANTITIES

SR 243  
TO  
SR 26  
STA. 10+35  
TO  
STA. 390+80

ITEM NO.	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION			
<b>PREPARATION</b>						
1	1	L.S.	Mobilization	L.S.		
2	1	L.S.	Notification	L.S.		
<b>GRADING</b>						
3	14.40	MILE	Shoulder Finishing	14.40		
<b>HOT MIX ASPHALT</b>						
4	300	S.Y.	Planing Bituminous Pavement	300		
5	25,150	TON	HMA Cl. 1/2 In. PG64-28	25,150		
6	-1	CALC.	Job Mix Compliance Price Adjustment	-1		
7	-1	CALC.	Compaction Price Adjustment	-1		
<b>TRAFFIC</b>						
8	816	L.F.	Raise Existing Beam Guardrail	816		
9	76,090	L.F.	Temporary Pavement Marking	76,090		
10	114,150	L.F.	Paint Line	114,150		
11	480	L.F.	Transverse Rumble Line	480		
12	7.20	MILE	Centerline Rumble Strip	7.20		
13	14.40	MILE	Shoulder Rumble Strip Type 3	14.40		
14	1	L.S.	Project Temporary Traffic Control	L.S.		
<b>OTHER ITEMS</b>						
15	15	EACH	Adjust Monument Case and Cover	15		
16	1	L.S.	SPCC Plan	L.S.		
17	1	L.S.	Trimming and Cleanup	L.S.		
18	-1.00	CALC.	Minor Change	-1.00		

INFORMATIONAL COPY ONLY NOT FOR BIDDING

NOTE: For Special Features  
See Special Provisions.

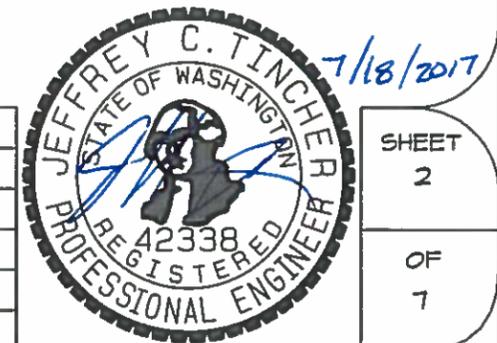
**GRANT COUNTY PUBLIC WORKS DEPARTMENT**

124 ENTERPRISE ST. SE  
EPHRATA, WASHINGTON 98823  
(509) 754-6082 FAX (509) 754-6087



**BEVERLY BURKE ROAD  
OVERLAY PROJECT  
(SR 243 to SR 26)  
(2017)  
SUMMARY OF QUANTITIES  
CRP 17-01**

DESIGNED BY:	BOB BERSANTI
CHECKED BY:	JEFF TINCHER
APPROVED BY:	JEFF TINCHER
REVISIONS BY:	
DATE REVISED:	07/17/2017
FEDERAL AID NO.:	STPR-13EP(001)



SHEET  
2  
OF  
7

# STRUCTURE NOTES

CODE	LOCATION	R/L	TYPE	WIDTH	APRON	RADIUS	NOTE	Planing Bituminous Pavement S.Y.	HMA Cl. 1/2 In. PG64-2B TON	Adjust Monument Case And Cover EACH	Transverse Rumble Line L.F.	Raise Existing Beam Guardrail L.F.
1	STA. 11+50 TO 11+75	R/L					PLANING NORTH OF SR 243	100				
2	STA. 11+90 TO 17+00	R					PLACE TRANSVERSE RUMBLE LINE				240	
3	STA. 36+50 TO 36+78	L	C	28	50	30			30			
4	STA. 37+80 TO 38+00	R	F	20	5	10			2			
5	STA. 53+10 TO 53+30	R	F	20	5	10			2			
6	STA. 53+80 TO 54+00	L	F	20	5	10			2			
7	STA. 66+50 TO 66+70	R	F	20	5	10			2			
8	STA. 68+80 TO 69+00	L	F	20	5	10			2			
9	STA. 78+70 TO 78+90	L	F	20	5	10			2			
10	STA. 79+70 TO 79+90	R	F	20	5	10			2			
11	STA. 91+98.58	CL	MON				RAISE MONUMENT CASE			1		
12	STA. 103+20 TO 103+40	R	F	20	5	10			2			
13	STA. 103+30 TO 103+50	L	F	20	5	10			2			
14	STA. 104+16.91	CL	MON				RAISE MONUMENT CASE			1		
15	STA. 109-04.15	CL	MON				RAISE MONUMENT CASE			1		
16	STA. 111+50 TO 111+70	L	F	20	5	10			2			
17	STA. 123+81.35	CL	MON				RAISE MONUMENT CASE			1		
18	STA. 126+90 TO 127+10	L	F	20	5	10			2			
19	STA. 127+45 TO 127+65	R	F	20	5	10			2			
20	STA. 127+67.54	CL	MON				RAISE MONUMENT CASE			1		
21	STA. 138+10 TO 138+30	L	F	20	5	10			2			
22	STA. 154+02.46	CL	MON				RAISE MONUMENT CASE			1		
23	STA. 152+60 TO 152+80	L	F	20	5	10			2			
24	STA. 177+60 TO 177+80	L	F	20	5	10			2			
25	STA. 177+65 TO 177+85	R	F	20	5	10			2			
26	STA. 180+00 TO 180+20	R	F	20	5	10			2			
27	STA. 180+10 TO 180+30	L	F	20	5	10			2			
28	STA. 180+37.27	CL	MON				RAISE MONUMENT CASE			1		
29	STA. 206+50 TO 206+70	L	F	20	5	10			2			
30	STA. 206+87.17	CL	MON				RAISE MONUMENT CASE			1		
31	STA. 206+80 TO 207+00	R	F	20	5	10			2			
32	STA. 230+50 TO 230+70	L	F	20	5	10			2			
33	STA. 232+00 TO 232+20	R	F	20	5	10			2			
34	STA. 233+35.30	CL	MON				RAISE MONUMENT CASE			1		
35	STA. 244+70 TO 244+90	R	F	20	5	10			2			
36	STA. 244+70 TO 244+90	L	F	20	5	10			2			
37	STA. 258+51.54	CL	MON				RAISE MONUMENT CASE			1		
38	STA. 264+39 TO 269+13	R	RAIL						2			474
39	STA. 265+85 TO 269+27	L	RAIL						2			342
40	STA. 275+63.24	CL	MON				RAISE MONUMENT CASE			1		

Miscellaneous  
 R = Residential Approach  
 F = Farm Approach  
 MON = Monument  
 C = Commercial Approach

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

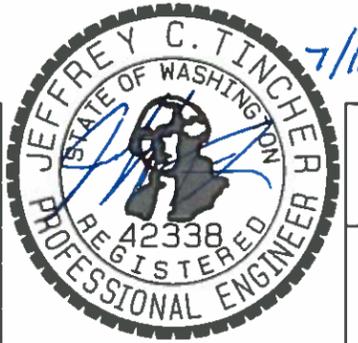
Page Total    100    82    11    240    816

**GRANT COUNTY PUBLIC WORKS DEPARTMENT**  
 124 ENTERPRISE ST. SE  
 EPHRATA, WASHINGTON 98823  
 (509) 754-6082    FAX (509) 754-6087



**BEVERLY BURKE ROAD  
 OVERLAY PROJECT  
 (SR 243 to SR 26)  
 (2017)  
 STRUCTURE NOTES  
 CRP 17-01**

DESIGNED BY: BOB BERSANTI  
 CHECKED BY: JEFF TINCHER  
 APPROVED BY: JEFF TINCHER  
 REVISIONS BY:  
 DATE REVISED: 07/17/2017  
 FEDERAL AID NO.: STPR-13EP(001)



7/18/2017

SHEET  
 3  
 OF  
 7

# STRUCTURE NOTES

CODE	LOCATION	R/L	TYPE	WIDTH	APRON	RADIUS	NOTE	Planing Bituminous Pavement S.Y.	HMA Cl. 1/2 In. PG64-2B TON	Adjust Monument Case And Cover EACH	Transverse Rumble Line L.F.	Raise Existing Beam Guardrail L.F.
41	STA. 279+50 TO 279+78	R	C	28	50	30	PLANING IS-SW	100	30			
42	STA. 290+55.39	CL	MON				RAISE MONUMENT CASE			1		
43	STA. 301+50 TO 301+70	L	F	20	5	10			2			
44	STA. 301+50 TO 301+70	R	F	20	5	10			2			
45	STA. 307+95.20	CL	MON				RAISE MONUMENT CASE			1		
46	STA. 308+00 TO 308+20	L	F	20	5	10			2			
47	STA. 333+60 TO 333+80	R	F	20	5	10			2			
48	STA. 334+70.96	CL	MON				RAISE MONUMENT CASE					
49	STA. 335+70 TO 335+90	L	F	20	5	10			2			
50	STA. 262+90 TO 263+10	L	F	20	5	10			2			
51	STA. 262+90 TO 263+10	R	F	20	5	10			2			
52	STA. 363+33.73	CL	MON				RAISE MONUMENT CASE			1		
53	STA. 385+31 TO 390+41	R					PLACE TRANSVERSE RUMBLE LINE				240	
54	STA. 389+90 TO 390+10	L	F	20	5	10			2			
55	STA. 389+80 TO 390+80	R/L					PLANING SOUTH OF SR 26	100				

**Miscellaneous**

- R = Residential Approach
- F = Farm Approach
- MON = Monument
- C = Commercial Approach

INFORMATIONAL COPY ONLY - NOT FOR BIDDING

NOTE: For Special Features  
See Special Provisions.

Page Total    200    46    4    240    0

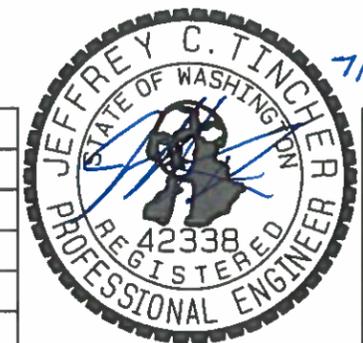
**GRANT COUNTY PUBLIC WORKS DEPARTMENT**

124 ENTERPRISE ST. SE  
EPHRATA, WASHINGTON 98823  
(509) 754-6082    FAX (509) 754-6087



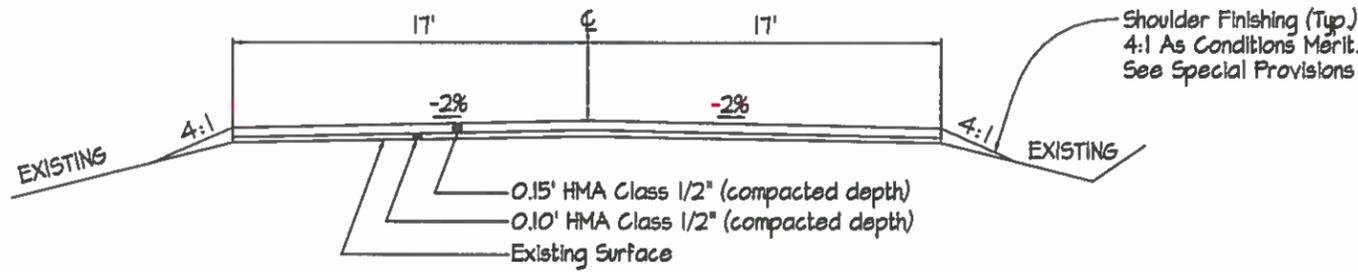
**BEVERLY BURKE ROAD  
OVERLAY PROJECT  
(SR 243 to SR 26)  
(2017)  
STRUCTURE NOTES  
CRP 17-01**

DESIGNED BY:	BOB BERSANTI
CHECKED BY:	JEFF TINCHER
APPROVED BY:	JEFF TINCHER
REVISIONS BY:	
DATE REVISED:	07/17/2017
FEDERAL AID NO.:	STPR-13EP(001)

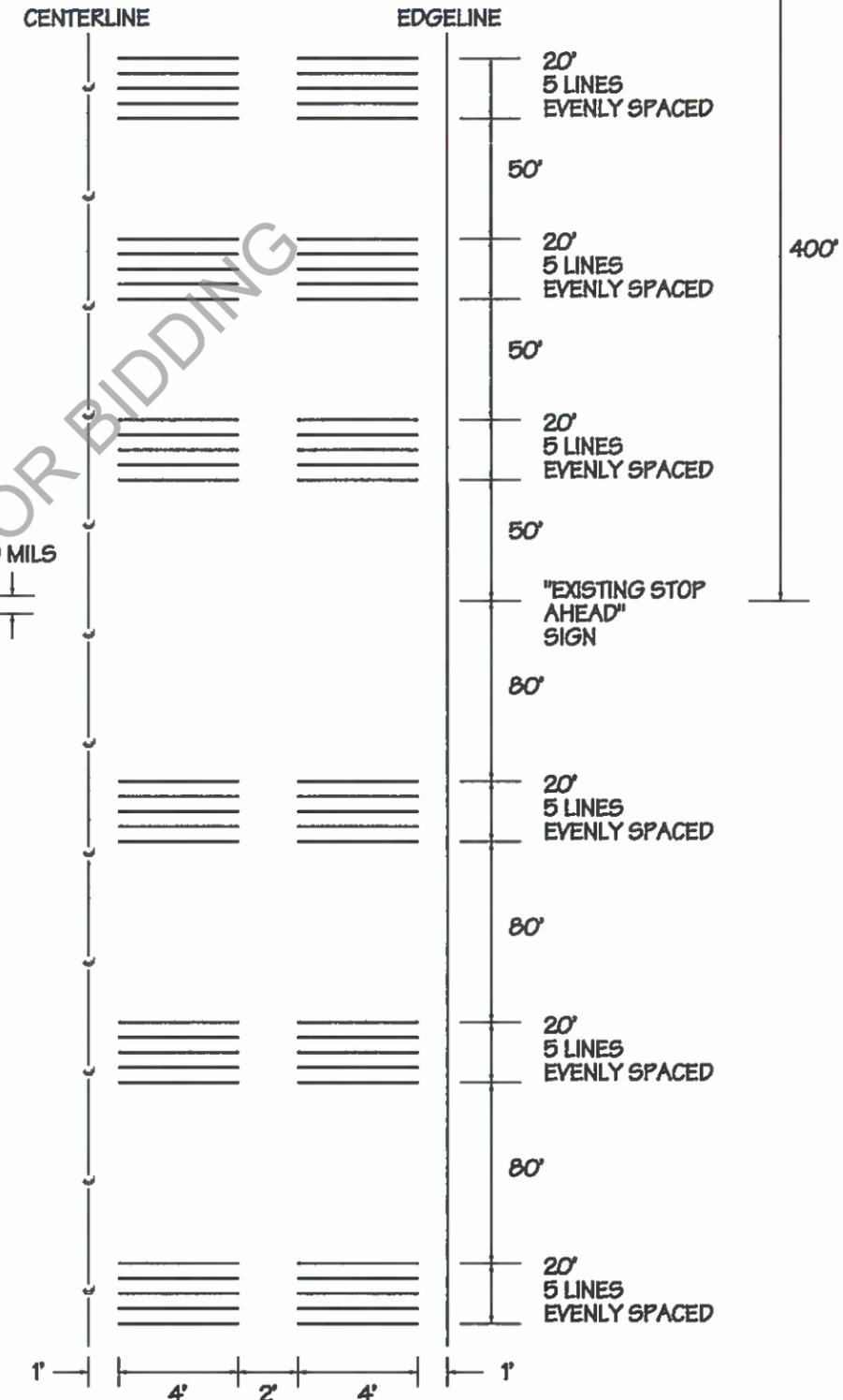
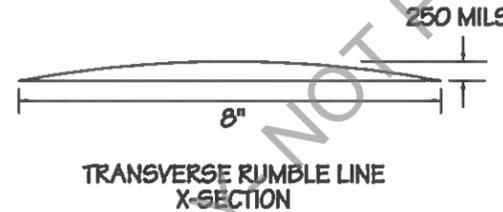
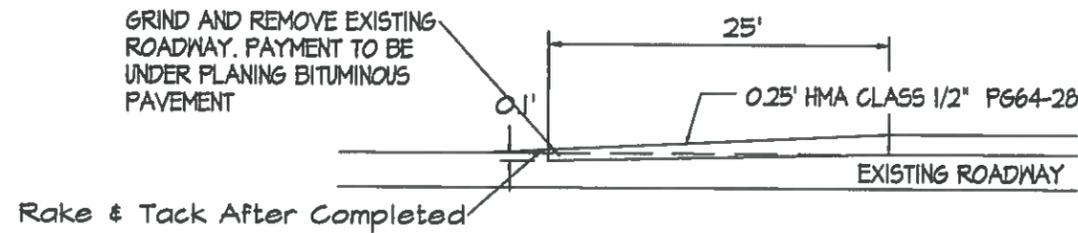


SHEET  
4  
OF  
7

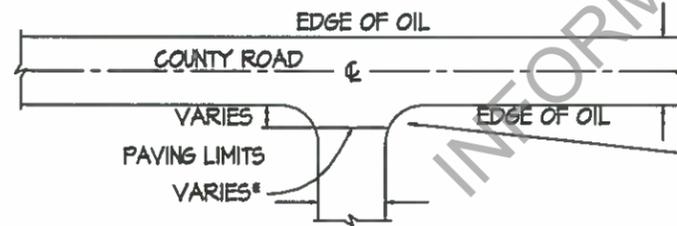
# TYPICAL ROADWAY SECTION



# PLANING BITUMINOUS PAVEMENT DETAIL



# TYPICAL APPROACH



UNLESS OTHERWISE NOTED ON THE PLANS APPROACH RADII WILL BE AS FOLLOWS:  
 COUNTY ROAD 30' RADIUS  
 COMMERCIAL APPROACH 20' RADIUS  
 FARM APPROACH 15' RADIUS  
 RESIDENTIAL APPROACH 10' RADIUS  
 \* LOCATIONS: SEE STRUCTURE NOTES

# TRANSVERSE RUMBLE LINES NOT TO SCALE

## GRANT COUNTY PUBLIC WORKS DEPARTMENT

124 ENTERPRISE ST. SE  
 EPHRATA, WASHINGTON 98823  
 (509) 754-6082 FAX (509) 754-6087

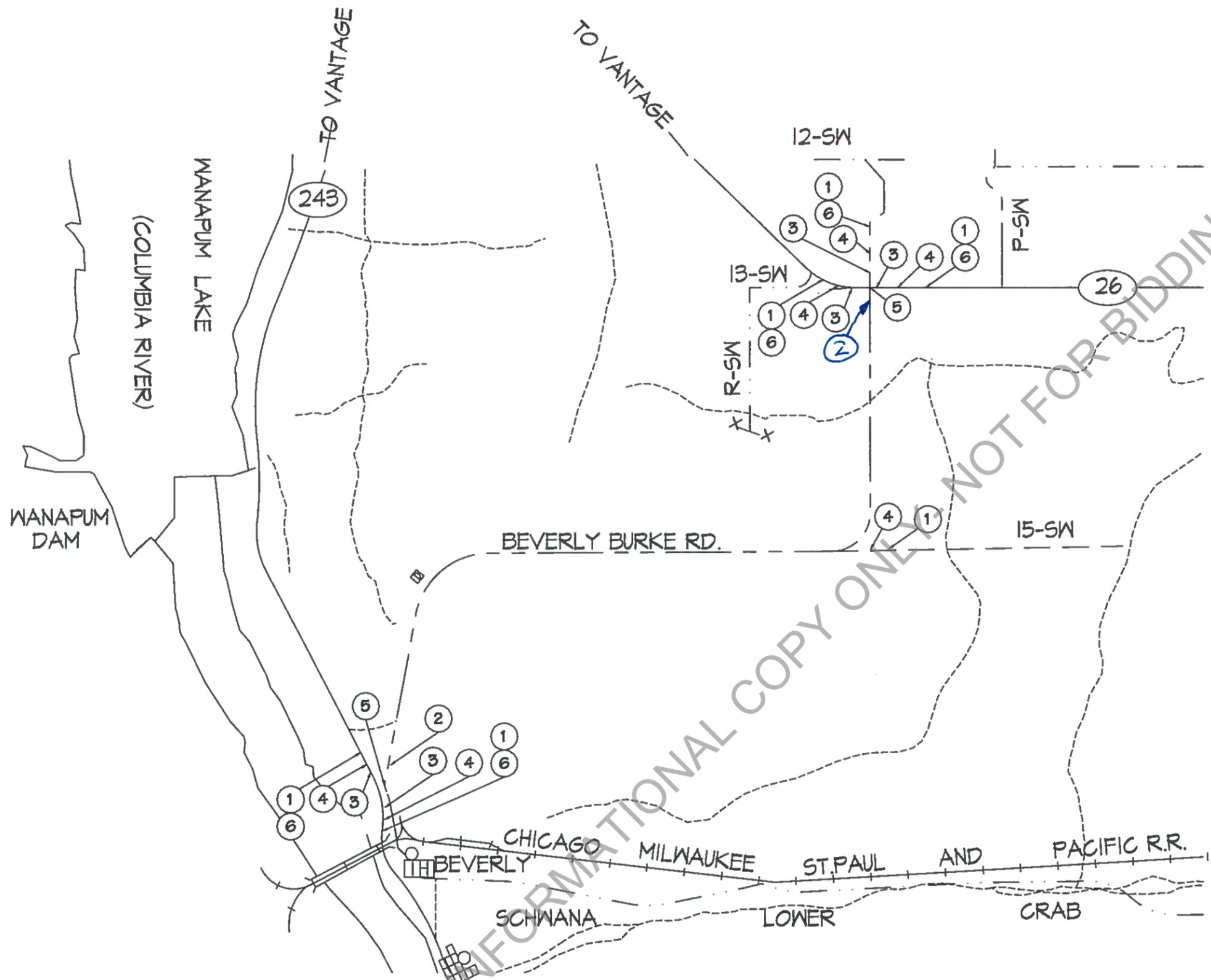


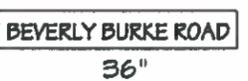
## BEVERLY BURKE ROAD OVERLAY PROJECT (SR 243 to SR 26) (2017) TYPICAL X-SECTIONS CRP 17-01

DESIGNED BY:	BOB BERSANTI
CHECKED BY:	JEFF TINCHER
APPROVED BY:	JEFF TINCHER
REVISIONS BY:	
DATE REVISED:	07/17/2017
FEDERAL AID NO.:	STPR-13EP(001)



SHEET 5  
 OF 7



- ① 6  48"
- ② 2  30"  
60"
- ③ 6  48"
- ④ 6  48"
- ⑤ 2  30"  
24"
- ⑥ 6  12"  
36"

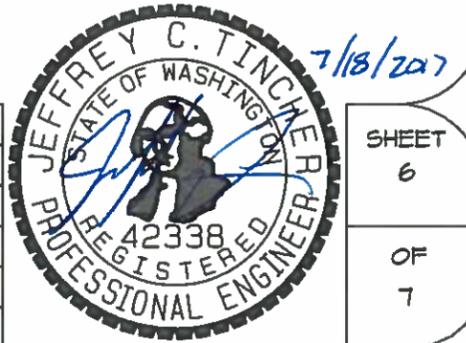
\* LOCATIONS VARY,  
AS STAKED BY  
THE ENGINEER

**GRANT COUNTY PUBLIC WORKS DEPARTMENT**  
 124 ENTERPRISE ST. SE  
 EPHRATA, WASHINGTON 98823  
 (509) 754-6082 FAX (509) 754-6087



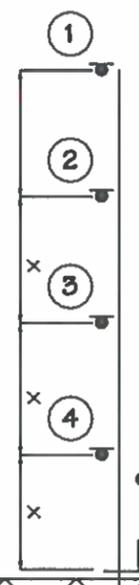
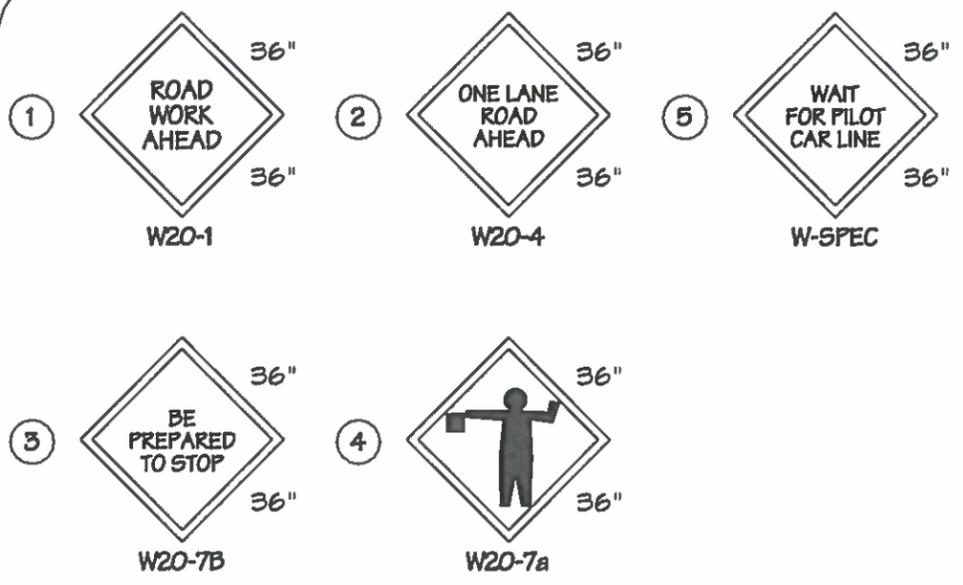
**BEVERLY BURKE ROAD  
 OVERLAY PROJECT  
 (SR 243 to SR 26)  
 (2017)  
 SIGN PLAN  
 CRP 17-01**

DESIGNED BY:	BOB BERSANTI
CHECKED BY:	JEFF TINCHER
APPROVED BY:	JEFF TINCHER
REVISIONS BY:	
DATE REVISED:	07/17/2017
FEDERAL AID NO.:	STPR-13EP(001)

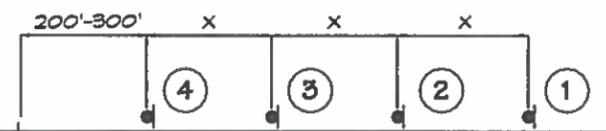
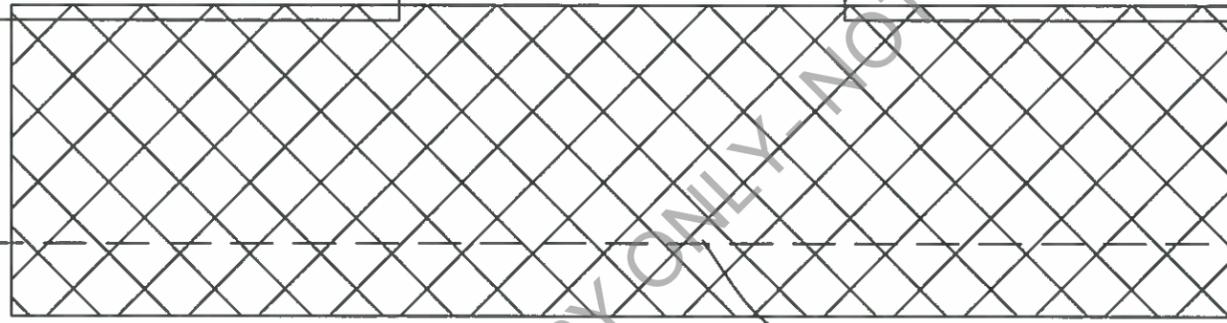


SHEET  
6  
OF  
7

SIGN SPACING = X (FEET)		
RURAL HIGHWAYS	60/65 MPH	800+/-
RURAL ROADS	45/55 MPH	500+/-
RURAL ROADS & URBAN ARTERIALS	30/40 MPH	350+/-
RURAL ROADS, URBAN ARTERIALS	25/30 MPH	200+/-
RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200+/-
BUSINESS DISTRICTS	25 MPH/LESS	100+/-
URBAN STREETS	25 MPH/LESS	100+/-



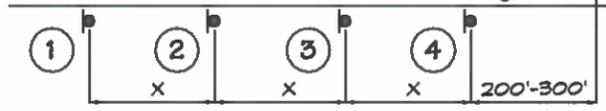
TYPICAL  
COUNTY ROAD  
INTERSECTION



PILOT CAR  
FOLLOW ME

NOT TO EXCEED 2 MILES

WORK ZONE



FLAGGER STATION (typ.)

TYPICAL  
PRIVATE ROAD  
INTERSECTION



NOTES:

\*\* A FLAGGER SHALL BE USED IF "WAIT FOR PILOT CAR LINE" SIGN IS INEFFECTIVE AT INTERSECTIONS.

NOT TO SCALE

**GRANT COUNTY PUBLIC WORKS DEPARTMENT**  
124 ENTERPRISE ST. SE  
EPHRATA, WASHINGTON 98823  
(509) 754-6082 FAX (509) 754-6081



**BEVERLY BURKE ROAD  
OVERLAY PROJECT  
(SR 243 to SR 26)  
(2017)  
TRAFFIC CONTROL PLAN  
CRP 17-01**

DESIGNED BY: BOB BERSANTI  
CHECKED BY: JEFF TINCHER  
APPROVED BY: JEFF TINCHER  
REVISIONS BY:  
DATE REVISED: 07/17/2017  
FEDERAL AID NO.: STPR-13EP(001)



7/15/2017

SHEET  
7  
OF  
7