

GRANT COUNTY PUBLIC WORKS DEPARTMENT

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CONTRACT PROVISIONS and PLANS

For Construction of:
3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT
CRP 19-08
STPR-P130(006)
TA-6933

Sealed Bids will be opened on
August 11, 2020
at
1:30 P.M.
at the Office of the
Board of County Commissioners
Commissioners Hearing Room
P.O. Box 37
35 C Street NW
Ephrata, Washington 98823

3-NE Road Phase 2 Reconstruction Project CRP 19-08

CERTIFICATION

I hereby certify that these contract documents were prepared by me or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Washington.

Engineer of Record



7/20/2020

GRANT COUNTY PUBLIC WORKS

CRP 19-08

3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT

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 is:

Grant County Department of Public Works

124 Enterprise St. S.E.

Ephrata, WA. 98823

Phone: (509)754-6082 Fax (509)754-6087



Keith M. Elefson P.E.
County Road Engineer

2/20/2020
Date

NOTICE TO CONTRACTORS

Sealed bids, plainly marked "**BID FOR 3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT, CRP 19-08**", 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 206, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, August 11, 2020** 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:

3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT – CRP 19-08

This contract provides for the reconstruction of 2.0 miles of two lane county road in Grant County, WA, and includes roadway excavation, embankment compaction, crushed surfacing base course, crushed surfacing top course, HMA, seeding and fertilizing, and other work all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

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) CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
To be filled in and signed by the bidder.
- (E) 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.
- (F) Non-Collusion Declaration (272-036I)
- (G) Underutilized Disadvantaged Business Enterprise Utilization Certification (272-056U)
- (H) Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document (422-031U)
- (I) LOCAL AGENCY SUBCONTRACTOR LIST
To be filled in by the contractor.

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

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

TABLE OF CONTENTS

SPECIAL PROVISIONS	1
DIVISION 1 GENERAL REQUIREMENTS	2
1-01 Definitions And Terms	2
1-02 Bid Procedures And Conditions	4
1-03 Award And Execution Of Contract	10
1-04 Scope Of The Work	11
1-05 Control Of Work	12
1-06 Control Of Material	16
1-07 Legal Relations And Responsibilities To The Public	18
1-07.11 Requirements for Nondiscrimination	28
1-08 Prosecution And Progress	47
1-09 Measurement And Payment	51
1-10 Temporary Traffic Control	53
DIVISION 2 EARTHWORK	56
2-02 Removal Of Pavement, Sidewalks, And Curbs	56
2-03 Roadway Excavation And Embankment	57
2-06 Subgrade Preparation	58
2-07 Watering	58
DIVISION 4 BASES	58
4-04 Ballast And Crushed Surfacing	58
DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS	59
5-04 Hot Mix Asphalt	59
7-02 Culverts	87

DIVISION 8 MISCELLANEOUS CONSTRUCTION87

8-01 Erosion Control And Water Pollution Control.....87

8-22 Pavement Marking.....88

DIVISION 9 MATERIALS.....89

9-14 Erosion Control And Roadside Planting89

Proposal Proposal Page 1 - 10

Contract Contract Page 1 -4

Appendices

- Wage Rates-Federal
- Wage Rates-State
- Plans
- Standard Plans

1 **SPECIAL PROVISIONS**
2 **INTRODUCTION TO THE SPECIAL PROVISIONS**
3

4
5 *(August 14, 2013 APWA GSP)*
6

7 The work on this project shall be accomplished in accordance with the *Standard Specifications*
8 *for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State
9 Department of Transportation (WSDOT) and the American Public Works Association (APWA),
10 Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as
11 modified or supplemented by the Amendments to the Standard Specifications and these Special
12 Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.
13

14 These Special Provisions are made up of both General Special Provisions (GSPs) from various
15 sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each
16 Provision either supplements, modifies, or replaces the comparable Standard Specification, or is
17 a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of
18 the Standard Specifications is meant to pertain only to that particular portion of the section, and
19 in no way should it be interpreted that the balance of the section does not apply.
20

21 The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the
22 headers of each GSP, with the effective date of the GSP and its source. For example:
23

24 (March 8, 2013 APWA GSP)
25 (April 1, 2013 WSDOT GSP)
26

27 Also incorporated into the Contract Documents by reference are:

- 28 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted
29 edition, with Washington State modifications, if any
- 30 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current
31 edition
- 32 • \$\$Construction Manual, M-41, WSDOT, current edition\$\$
33

34 Contractor shall obtain copies of these publications, at Contractor's own expense.
35

1 **DIVISION 1 GENERAL REQUIREMENTS**

2 **DESCRIPTION OF WORK**

3
4 (*****)

5 This contract provides for the reconstruction of 2.0 miles of two lane county road in
6 Grant County, WA, and includes roadway excavation, embankment compaction, crushed
7 surfacing base course, crushed surfacing top course, HMA, seeding and fertilizing, and
8 other work all in accordance with the attached Contract Plans, these Contract Provisions
9 and the Standard Specifications.

10
11 **1-01 Definitions And Terms**

12 **1-01.3 Definitions**

13 *(January 4, 2016 APWA GSP)*
14

15 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them
16 with the following:
17

18 **Dates**

19 ***Bid Opening Date***

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

21 ***Award Date***

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

24 ***Contract Execution Date***

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

26 ***Notice to Proceed Date***

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

28 ***Substantial Completion Date***

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

34 ***Physical Completion Date***

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

38 ***Completion Date***

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

43 ***Final Acceptance Date***

44 The date on which the Contracting Agency accepts the Work as complete.
45

46 Supplement this Section with the following:
47

48 All references in the Standard Specifications, Amendments, or WSDOT General Special
49 Provisions, to the terms "Department of Transportation", "Washington State Transportation
50 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and
51 "State Treasurer" shall be revised to read "Contracting Agency".

1
2 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
3 unless the reference is to an administrative agency of the State of Washington, a State
4 statute or regulation, or the context reasonably indicates otherwise.
5

6 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
7 designated location".
8

9 All references to "final contract voucher certification" shall be interpreted to mean the
10 Contracting Agency form(s) by which final payment is authorized, and final completion and
11 acceptance granted.
12

13 **Additive**

14 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
15 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
16 bid.
17

18 **Alternate**

19 One of two or more units of work or groups of bid items, identified separately in the Bid
20 Proposal, from which the Contracting Agency may make a choice between different
21 methods or material of construction for performing the same work.
22

23 **Business Day**

24 A business day is any day from Monday through Friday except holidays as listed in Section
25 1-08.5.
26

27 **Contract Bond**

28 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
29 form(s) are required by the Contract Documents, which may be a combination of a Payment
30 Bond and a Performance Bond.
31

32 **Contract Documents**

33 See definition for "Contract".
34

35 **Contract Time**

36 The period of time established by the terms and conditions of the Contract within which the
37 Work must be physically completed.
38

39 **Notice of Award**

40 The written notice from the Contracting Agency to the successful Bidder signifying the
41 Contracting Agency's acceptance of the Bid Proposal.
42

43 **Notice to Proceed**

44 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
45 and directing the Contractor to proceed with the Work and establishing the date on which
46 the Contract time begins.
47

48 **Traffic**

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

1 **1-02 Bid Procedures And Conditions**

2 **1-02.1 Prequalification of Bidders**

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

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

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

11 **1-02.2 Plans and Specifications**
12 *(June 27, 2011 APWA GSP)*

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

15
16 Information as to where Bid Documents can be obtained or reviewed can be found in the
17 Notice to Contractors (Advertisement for Bids) for the work.

18
19 After award of the contract, plans and specifications will be issued to the Contractor at no
20 cost as detailed below:

21

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.

22

23 Additional plans and Contract Provisions may be obtained by the Contractor from the source
24 stated in the Notice To Contractors, at the Contractor's own expense.

25

26 **1-02.4(1) General**
27 *(August 15, 2016 APWA GSP Option A)*

28

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

30

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

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1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(May 28, 2020 APWA GSP)

Supplement this section with the following:

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

WSDOT Form 422 031U (Underutilized Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation

1 only in the event the bidder's efforts to solicit sufficient UDBE participation have been
2 unsuccessful.

3

4 The Bidder shall submit a UDBE Bid Item Breakdown form defining the scope of work to be
5 performed by each UDBE listed on the UDBE Utilization Certification.

6

7 If the Bidder lists a UDBE Trucking firm on the UDBE Utilization Certification, then the Bidder
8 must also submit a UDBE Trucking Credit Form (WSDOT Form 272-058) documenting how the
9 UDBE Trucking firm will be able to perform the scope of work subcontracted to them.

10

11 Directions for delivery of the Underutilized Disadvantaged Business Enterprise Written
12 Confirmation Documents, Underutilized Disadvantaged Business Enterprise Good Faith Effort
13 documentation, UDBE Bid Item Breakdown Form and the UDBE Trucking Credit Form are
14 included in Section 1-02.9.

15

16 **1-02.7 Bid Deposit**
17 *(March 8, 2013 APWA GSP)*

18

19 Supplement this section with the following:

20

21 Bid bonds shall contain the following:

22

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

32

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

35

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

37

38 **1-02.9 Delivery of Proposal**
39 *(December 19, 2019 APWA GSP, Option A)*

40

41 Delete this section and replace it with the following:

42

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

46

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

49

- 1 • UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's
- 2 completed UDBE Utilization Certification (WSDOT 272-056U)
- 3 • Good Faith Effort (GFE) Documentation
- 4 • UDBE Bid Item Breakdown (WSDOT 272-054)
- 5 • UDBE Trucking Credit Form (WSDOT 272-058)
- 6

7 These documents, if applicable, shall be received either with the Bid Proposal or as a
8 supplement to the Bid. These documents shall be received **no later than 48 hours** (not
9 including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

10
11 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed
12 envelope labeled the same as for the Proposal, with "Supplemental Information" added. All
13 other information required to be submitted with the Bid Proposal must be submitted with the
14 Bid Proposal itself, at the time stated in the Call for Bids.

15
16 Proposals that are received as required will be publicly opened and read as specified in
17 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is
18 received after the time specified in the Call for Bids for receipt of Bid Proposals, or received
19 in a location other than that specified in the Call for Bids. The Contracting Agency will not
20 open or consider any "Supplemental Information" (UDBE confirmations, or GFE
21 documentation) that is received after the time specified above, or received in a location
22 other than that specified in the Call for Bids.

23
24 If an emergency or unanticipated event interrupts normal work processes of the Contracting
25 Agency so that Proposals cannot be received at the office designated for receipt of bids as
26 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to
27 be extended to the same time of day specified in the solicitation on the first work day on
28 which the normal work processes of the Contracting Agency resume.

30 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

31 *(July 23, 2015 APWA GSP)*

32
33 Delete this section, and replace it with the following:

34
35 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
36 withdraw, revise, or supplement it if:

- 37
- 38 1. The Bidder submits a written request signed by an authorized person and
- 39 physically delivers it to the place designated for receipt of Bid Proposals, and
- 40 2. The Contracting Agency receives the request before the time set for receipt of Bid
- 41 Proposals, and
- 42 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
- 43 Agency before the time set for receipt of Bid Proposals.
- 44

45 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
46 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
47 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
48 supplemented package in its entirety. If the Bidder does not submit a revised or
49 supplemented package, then its bid shall be considered withdrawn.

50
51 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
52 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
53 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1 **Public Opening Of Proposals**

2 Section 1-02.12 is supplemented with the following:

3
4 (*****)

5 *Date Of Opening Bids*

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

7
8 The Office of the Board of County Commissioners, Grant County Courthouse, Room 207,
9 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

10
11 The bid opening date for this project is **August 11, 2020**. Bids received will be publicly
12 opened and read after **1:30 P.M.** on this date.

13
14
15 **1-02.13 Irregular Proposals**

16 *(December 19, 2019 APWA GSP)*

17
18 Delete this section and replace it with the following:

- 19
20 1. A Proposal will be considered irregular and will be rejected if:
- 21 a. The Bidder is not prequalified when so required;
 - 22 b. The authorized Proposal form furnished by the Contracting Agency is not used or
23 is altered;
 - 24 c. The completed Proposal form contains any unauthorized additions, deletions,
25 alternate Bids, or conditions;
 - 26 d. The Bidder adds provisions reserving the right to reject or accept the award, or
27 enter into the Contract;
 - 28 e. A price per unit cannot be determined from the Bid Proposal;
 - 29 f. The Proposal form is not properly executed;
 - 30 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
31 as required in Section 1-02.6;
 - 32 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged
33 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 34 i. The Bidder fails to submit written confirmation from each UDBE firm listed on the
35 Bidder's completed UDBE Utilization Certification that they are in agreement with
36 the bidder's UDBE participation commitment, if applicable, as required in Section
37 1-02.6, or if the written confirmation that is submitted fails to meet the requirements
38 of the Special Provisions;
 - 39 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable,
40 as required in Section 1-02.6, or if the documentation that is submitted fails to
41 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - 42 k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as
43 required in Section 1-02.6, or if the documentation that is submitted fails to meet
44 the requirements of the Special Provisions;
 - 45 l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required
46 in Section 1-02.6, or if the documentation that is submitted fails to meet the
47 requirements of the Special Provisions;
 - 48 m. The Bid Proposal does not constitute a definite and unqualified offer to meet the
49 material terms of the Bid invitation; or
 - 50 n. More than one Proposal is submitted for the same project from a Bidder under the
51 same or different names.

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

12 **1-02.14 Disqualification of Bidders**

13 *(May 17, 2018 APWA GSP, Option A)*

14
15 Delete this section and replace it with the following:

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

18 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility
19 criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency
20 reserves the right to request documentation as needed from the Bidder and third parties
21 concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

22 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
23 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
24 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If
25 the Bidder disagrees with this determination, it may appeal the determination within two (2)
26 business days of the Contracting Agency's determination by presenting its appeal and any
27 additional information to the Contracting Agency. The Contracting Agency will consider the
28 appeal and any additional information before issuing its final determination. If the final
29 determination affirms that the Bidder is not responsible, the Contracting Agency will not
30 execute a contract with any other Bidder until at least two business days after the Bidder
31 determined to be not responsible has received the Contracting Agency's final determination
32

33 **1-02.15 Pre Award Information**

34 *(August 14, 2013 APWA GSP)*

35
36 Revise this section to read:

37
38 Before awarding any contract, the Contracting Agency may require one or more of these
39 items or actions of the apparent lowest responsible bidder:

- 40
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42
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48
1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
 2. Samples of these materials for quality and fitness tests,
 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
 4. A breakdown of costs assigned to any bid item,
 5. Attendance at a conference with the Engineer or representatives of the Engineer,
 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.

1 7. Any other information or action taken that is deemed necessary to ensure that the
2 bidder is the lowest responsible bidder.
3

4 **1-03 Award And Execution Of Contract**

5 **1-03.1 Consideration of Bids**

6
7 *(January 23, 2006 APWA GSP)*

8
9 Revise the first paragraph to read:
10

11 After opening and reading proposals, the Contracting Agency will check them for correctness
12 of extensions of the prices per unit and the total price. If a discrepancy exists between the
13 price per unit and the extended amount of any bid item, the price per unit will control. If a
14 minimum bid amount has been established for any item and the bidder's unit or lump sum
15 price is less than the minimum specified amount, the Contracting Agency will unilaterally
16 revise the unit or lump sum price, to the minimum specified amount and recalculate the
17 extension. The total of extensions, corrected where necessary, including sales taxes where
18 applicable and such additives and/or alternates as selected by the Contracting Agency, will be
19 used by the Contracting Agency for award purposes and to fix the Awarded Contract Price
20 amount and the amount of the contract bond.
21
22

23 **1-03.3 Execution of Contract**

24 *(October 1, 2005 APWA GSP)*

25
26 Revise this section to read:
27

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

32 Within **10 (ten) calendar days** after the award date, the successful bidder shall return the
33 signed Contracting Agency-prepared contract, an insurance certification as required by
34 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
35 execution of the contract by the Contracting Agency, the successful bidder shall provide any
36 pre-award information the Contracting Agency may require under Section 1-02.15.
37

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

43 If the bidder experiences circumstances beyond their control that prevents return of the
44 contract documents within the calendar days after the award date stated above, the
45 Contracting Agency may grant up to a maximum of 5 (five) additional calendar days for
46 return of the documents, provided the Contracting Agency deems the circumstances warrant
47 it.
48

49 **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
- 10 1. Be on Contracting Agency-furnished form(s);
 - 11 2. Be signed by an approved surety (or sureties) that:
 - 12 a. Is registered with the Washington State Insurance Commissioner, and
 - 13 b. Appears on the current Authorized Insurance List in the State of Washington
14 published by the Office of the Insurance Commissioner,
 - 15 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
16 conditions under the Contract, including but not limited to the duty and obligation to
17 indemnify, defend, and protect the Contracting Agency against all losses and claims
18 related directly or indirectly from any failure:
 - 19 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
20 subcontractors of the Contractor) to faithfully perform and comply with all contract
21 obligations, conditions, and duties, or
 - 22 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
23 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
24 subcontractors, material person, or any other person who provides supplies or
25 provisions for carrying out the work;
 - 26 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
27 project under titles 50, 51, and 82 RCW; and
 - 28 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
29 bond; and
 - 30 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
31 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
32 the president or vice president, unless accompanied by written proof of the authority
33 of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
34 power of attorney, or a letter to such effect signed by the president or vice president).

35 **1-03.7 Judicial Review**

36 (November 30, 2018 APWA GSP)

37
38 Revise this section to read:

39
40 Any decision made by the Contracting Agency regarding the Award and execution of the Contract or
41 Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington
42 Law. Such review, if any, shall be timely filed in the Superior Court of the county where the
43 Contracting Agency headquarters is located, provided that where an action is asserted against a
44 county, RCW 36.01.050 shall control venue and jurisdiction.

45 **1-04 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
19 **1-05 Control Of Work**

20
21 **1-05.7 Removal of Defective and Unauthorized Work**

22 *(October 1, 2005 APWA GSP)*

23
24 Supplement this section with the following:

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

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

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

47
48 No adjustment in contract time or compensation will be allowed because of the delay in the
49 performance of the work attributable to the exercise of the Contracting Agency's rights
50 provided by this Section.
51

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

5 **1-05.9 Equipment**

6 Section 1-05.9 is supplemented with the following:
7

8 ***Global Positioning Control Equipment***

9

10 This specification contains requirements for the use of Global Positioning System (GPS)
11 Controlled Equipment.
12

13 The Contractor may use (GPS) controlled equipment that produces results meeting the
14 requirements of the Contract.
15

16 Electronic data may be provided for the contractor's conveniences, and is not part of the
17 Contract. No Guarantee or warranty is made by the Contracting Agency that electronic data
18 provided to the Contractor: is compatible with any of the systems that are used by the
19 Contractor; is complete; is representative of actual conditions at the project site, or;
20 accurately reflects the quantities and character of the actual Work required. The furnishing
21 of electronic design data or documentation shall not relieve the Contractor from any risks or
22 of any duty to make examinations and investigations as required by Section 1-02.4 or any
23 other responsibility under the Contract or as required by law. Except as provided above, no
24 corrections, additions, or updates of any kind will be made to electronic data provided to the
25 Contractor.
26

27 The Engineer may perform spot checks of the Contractor's (GPS) controlled equipment
28 grading results, calculations, records, field procedures, and quality control measures. If the
29 Engineer determines that the Work being performed is not achieving results that will meet
30 the Contract requirements, the Contractor shall make corrections to the Work at no additional
31 cost to the Contracting Agency.
32

33 ***Contracting Agency Responsibilities***

- 34 1. The Project Engineer will set the initial horizontal and vertical control points for the
35 project as shown in the Contract documents.
36
- 37 2. After execution of the Contract, the Project Engineer will make available upon written
38 request the following electronic data used to design the project:
39

40 *** Original Ground Points and the Centerline Design Alignments ***
41

42 ***Contractor's Responsibilities***

- 43 1. The Contractor shall provide any information or data that is requested by the Contracting
44 Agency for the purpose of performing the verification of quantities, and quality.
45
- 46 2. The Contractor shall be responsible for any edits or conversions of the Contracting
47 Agencies electronic data whether done by the Contractor or a vendor that is hired by the
48 Contractor to perform such edits or conversions.
49
- 50 3. The Contractor shall be responsible for the accuracy and usability of any data or model
51 that is developed from the Contracting Agencies data.
52
- 53 4. The Contractor shall be responsible for checking and recalibrating (GPS) controlled
54 equipment as required to achieve results that meet the requirements of the Contract.

- 1
2 5. The Contractor shall be responsible for establishing any additional control points needed
3 to achieve results that meet the requirements of the Contract.
4

5 **Payment**

6 All costs associated with the use of (GPS) controlled equipment are incidental to related
7 items of Work, and no additional payment will be provided.
8

9 **1-05.11 Final Inspection**

10
11 Delete this section and replace it with the following:
12

13 **1-05.11 Final Inspections and Operational Testing**

14 *(October 1, 2005 APWA GSP)*
15

16 **1-05.11(1) Substantial Completion Date**

17
18 When the Contractor considers the work to be substantially complete, the Contractor shall
19 so notify the Engineer and request the Engineer establish the Substantial Completion Date.
20 The Contractor's request shall list the specific items of work that remain to be completed in
21 order to reach physical completion. The Engineer will schedule an inspection of the work
22 with the Contractor to determine the status of completion. The Engineer may also establish
23 the Substantial Completion Date unilaterally.
24

25 If, after this inspection, the Engineer concurs with the Contractor that the work is
26 substantially complete and ready for its intended use, the Engineer, by written notice to the
27 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
28 does not consider the work substantially complete and ready for its intended use, the
29 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.
30

31 Upon receipt of written notice concurring in or denying substantial completion, whichever is
32 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
33 interruption, the work necessary to reach Substantial and Physical Completion. The
34 Contractor shall provide the Engineer with a revised schedule indicating when the
35 Contractor expects to reach substantial and physical completion of the work.
36

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

40 **1-05.11(2) Final Inspection and Physical Completion Date**

41
42 When the Contractor considers the work physically complete and ready for final inspection,
43 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
44 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
45 make a final inspection and the Engineer will notify the Contractor in writing of all particulars
46 in which the final inspection reveals the work incomplete or unacceptable. The Contractor
47 shall immediately take such corrective measures as are necessary to remedy the listed
48 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption
49 until physical completion of the listed deficiencies. This process will continue until the
50 Engineer is satisfied the listed deficiencies have been corrected.
51

52 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
53 written notice listing the deficiencies, the Engineer may, upon written notice to the

1 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
2 Section 1-05.7.

3 The Contractor will not be allowed an extension of contract time because of a delay in the
4 performance of the work attributable to the exercise of the Engineer's right hereunder.
5

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

11 12 **1-05.11(3) Operational Testing**

13
14 It is the intent of the Contracting Agency to have at the Physical Completion Date a
15 complete and operable system. Therefore when the work involves the installation of
16 machinery or other mechanical equipment; street lighting, electrical distribution or signal
17 systems; irrigation systems; buildings; or other similar work it may be desirable for the
18 Engineer to have the Contractor operate and test the work for a period of time after final
19 inspection but prior to the physical completion date. Whenever items of work are listed in the
20 Contract Provisions for operational testing they shall be fully tested under operating
21 conditions for the time period specified to ensure their acceptability prior to the Physical
22 Completion Date. During and following the test period, the Contractor shall correct any items
23 of workmanship, materials, or equipment which prove faulty, or that are not in first class
24 operating condition. Equipment, electrical controls, meters, or other devices and equipment
25 to be tested during this period shall be tested under the observation of the Engineer, so that
26 the Engineer may determine their suitability for the purpose for which they were installed.
27 The Physical Completion Date cannot be established until testing and corrections have been
28 completed to the satisfaction of the Engineer.
29

30 The costs for power, gas, labor, material, supplies, and everything else needed to
31 successfully complete operational testing, shall be included in the unit contract prices
32 related to the system being tested, unless specifically set forth otherwise in the proposal.
33

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

36 37 **1-05.13 Superintendents, Labor and Equipment of Contractor**

38 *(August 14, 2013 APWA GSP)*

39
40 Delete the sixth and seventh paragraphs of this section.
41
42

43 **1-05.14 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*

48 It is anticipated that the following work adjacent to or within the limits of this project will be
49 performed by others during the course of this project and will require coordination of the
50 work:
51

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

5
6 **1-05.15 Method of Serving Notices**
7 *(March 25, 2009 APWA GSP)*

8 Revise the second paragraph to read:

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

17
18
19 Add the following new section:

20
21 **1-05.16 Water and Power**
22 *(October 1, 2005 APWA GSP)*

23
24 The Contractor shall make necessary arrangements, and shall bear the costs for power and
25 water necessary for the performance of the work, unless the contract includes power and
26 water as a pay item.

27 Add the following new section:

28
29 **1-06 Control Of Material**

30
31 Section 1-06 is supplemented with the following

32
33 **Buy America**
34 *(August 6, 2012)*

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

40
41 Minor amounts of foreign steel and iron may be utilized in this project provided the cost
42 of the foreign material used does not exceed one-tenth of one percent of the total contract
43 cost or \$2,500.00, whichever is greater.

44
45 American-made material is defined as material having all manufacturing processes
46 occurring domestically. To further define the coverage, a domestic product is a
47 manufactured steel material that was produced in one of the 50 States, the District of
48 Columbia, Puerto Rico, or in the territories and possessions of the United States.

49
50 If domestically produced steel billets or iron ingots are exported outside of the area of
51 coverage, as defined above, for any manufacturing process then the resulting product
52 does not conform to the Buy America requirements. Additionally, products manufactured

1 domestically from foreign source steel billets or iron ingots do not conform to the Buy
2 America requirements because the initial melting and mixing of alloys to create the
3 material occurred in a foreign country.
4

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

14 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and
15 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced
16 iron ore.
17

18 The following are considered to be steel manufacturing processes:

19 1. Production of steel by any of the following processes:

20 a. Open hearth furnace.

21 b. Basic oxygen.

22 c. Electric furnace.

23 d. Direct reduction.
24

25 2. Rolling, heat treating, and any other similar processing.

26 3. Fabrication of the products.

27 a. Spinning wire into cable or strand.

28 b. Corrugating and rolling into culverts.

29 c. Shop fabrication.
30

31 A certification of materials origin will be required for any items comprised of, or containing,
32 steel or iron construction materials prior to such items being incorporated into the
33 permanent work. The certification shall be on DOT Form 350-109EF provided by the
34 Engineer, or such other form the Contractor chooses, provided it contains the same
35 information as DOT Form 350-109EF.
36

37 **1-06.6 Recycled Materials**

38 (January 4, 2016 APWA GSP)

39 Delete this section, including its subsections, and replace it with the following:
40

41 The Contractor shall make their best effort to utilize recycled materials in the construction
42 of the project. Approval of such material use shall be as detailed elsewhere in the
43 Standard Specifications.
44

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

8 **1-07 Legal Relations And Responsibilities To The Public**

9 **1-07.1 Laws to be Observed**

10 *(October 1, 2005 APWA GSP)*
11

12 Section 1-07.1 is supplement with the following:
13

14 In cases of conflict between different safety regulations, the more stringent regulation shall
15 apply.
16

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

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

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

39 **1-07.2 State Taxes**

40
41
42 Delete this section, including its sub-sections, in its entirety and replace it with the following:
43

44 **1-07.2 State Sales Tax**

45 *(June 27, 2011 APWA GSP)*
46

47 The Washington State Department of Revenue has issued special rules on the State sales
48 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor
49 should contact the Washington State Department of Revenue for answers to questions in
50 this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid
51 on a misunderstood tax liability.
52
53

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

5 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
6 FHWA-funded Project) only if the Contractor has obtained from the Washington State
7 Department of Revenue a certificate showing that all contract-related taxes have been paid
8 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
9 any amount the Contractor may owe the Washington State Department of Revenue,
10 whether the amount owed relates to this contract or not. Any amount so deducted will be
11 paid into the proper State fund.
12

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

14

15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
16 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
17 or by the United States, and which are used primarily for foot or vehicular traffic. This
18 includes storm or combined sewer systems within and included as a part of the street or
19 road drainage system and power lines when such are part of the roadway lighting system.
20 For work performed in such cases, the Contractor shall include Washington State Retail
21 Sales Taxes in the various unit bid item prices, or other contract amounts, including those
22 that the Contractor pays on the purchase of the materials, equipment, or supplies used or
23 consumed in doing the work.
24

25 **1-07.2(2) State Sales Tax — Rule 170**

26

27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
28 existing buildings, or other structures, upon real property. This includes, but is not limited to,
29 the construction of streets, roads, highways, etc., owned by the state of Washington; water
30 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
31 sewers and disposal systems are within, and a part of, a street or road drainage system;
32 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
33 streets or roads, unless such power lines become a part of a street or road lighting system;
34 and installing or attaching of any article of tangible personal property in or to real property,
35 whether or not such personal property becomes a part of the realty by virtue of installation.
36

37 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
38 retail sales tax on the full contract price. The Contracting Agency will automatically add this
39 sales tax to each payment to the Contractor. For this reason, the Contractor shall not
40 include the retail sales tax in the unit bid item prices, or in any other contract amount subject
41 to Rule 170, with the following exception.
42

43 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or
44 a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
45 consumable supplies not integrated into the project. Such sales taxes shall be included in
46 the unit bid item prices or in any other contract amount.
47

48 **1-07.2(3) Services**

49

50 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
51 wholly for professional or other services (as defined in Washington State Department of
52 Revenue Rules 138 and 244).
53
54

1 **1-07.7 Load Limits**

2 Section 1-07.7 is supplemented with the following:

3
4 (March 13, 1995)

5 If the sources of materials provided by the Contractor necessitates hauling over roads other
6 than State Highways, the Contractor shall, at the Contractor's expense, make all
7 arrangements for the use of the haul routes.
8

9 **1-07.9 Wages**

10 **General**

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

12
13
14 (January 6, 2020)

15 The Federal wage rates incorporated in this contract have been established by the
16 Secretary of Labor under United States Department of Labor General Decision No.
17 WA20200001.
18

19 The State rates incorporated in this contract are applicable to all construction activities
20 associated with this contract.
21

22 **(April 2, 2007)**

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

24 State prevailing wage rates for public works contracts are included in this contract and
25 show a separate listing for the occupation:
26

27 Landscape Construction, which includes several different occupation descriptions such
28 as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power
29 Equipment Operators, and Landscaping or Planting Laborers.
30

31 In addition, federal wage rates that are included in this contract may also include
32 occupation descriptions in Federal Occupational groups for work also specifically
33 identified with landscaping such as:
34

35 Laborers with the occupation description, Landscaping or Planting, or
36

37 Power Equipment Operators with the occupation description, Mulch Seeding Operator.
38

39 If Federal wage rates include one or more rates specified as applicable to landscaping
40 work, then Federal wage rates for all occupation descriptions, specific or general, must
41 be considered and compared with corresponding State wage rates. The higher wage
42 rate, either State or Federal, becomes the minimum wage rate for the work performed in
43 that occupation.
44

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

1
2 **1-07.9(5) Required Documents**
3 *(January 3, 2020 APWA GSP)*
4

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

7 **General**

8 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and
9 Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects,
10 shall be submitted to the Engineer and the State L&I online Prevailing Wage Intent &
11 Affidavit (PWIA) system.
12

13 **Intents and Affidavits**

14 On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit
15 to the Engineer the following for themselves and for each firm covered under RCW
16 39.12 that will or has provided Work and materials for the Contract:
17

- 18 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
19 number F700-029-000. The Contracting Agency will make no payment under this
20 Contract until this statement has been approved by State L&I and reviewed by the
21 Engineer.
22
- 23 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-
24 007-000. The Contracting Agency will not grant Completion until all approved
25 Affidavit of Wages paid for the Contractor and all Subcontractors have been received
26 by the Engineer. The Contracting Agency will not release to the Contractor any funds
27 retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have
28 been approved by State L&I and all of the approved forms have been submitted to
29 the Engineer for every firm that worked on the Contract.
30

31 The Contractor is responsible for requesting these forms from State L&I and for paying
32 any fees required by State L&I.
33

34 **Certified Payrolls**

35 Certified payrolls are required to be submitted by the Contractor for themselves, all
36 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly
37 on all Federal-aid projects and no less than monthly on State funded projects.
38

39 **Penalties for Noncompliance**

40 The Contractor is advised, if these payrolls are not supplied within the prescribed
41 deadlines, any or all payments may be withheld until compliance is achieved. In addition,
42 failure to provide these payrolls may result in other sanctions as provided by State laws
43 (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).
44
45

46
47 **Requirements for Nondiscrimination**

48 Section 1-07.11 is supplemented with the following:

1 (September 3, 2019)
2 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive
3 Order 11246)
4

- 5 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard
6 Federal Equal Employment Opportunity Construction Contract Specifications set forth
7 herein.
8
9 2. The goals and timetables for minority and female participation set by the Office of Federal
10 Contract Compliance Programs, expressed in percentage terms for the Contractor's
11 aggregate work force in each construction craft and in each trade on all construction
12 work in the covered area, are as follows:
13

14 Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%

15
16
17
18
19 Minorities - by Standard Metropolitan Statistical Area (SMSA)

20
21 Spokane, WA:

22 SMSA Counties:

23 Spokane, WA 2.8
24 WA Spokane.

25 Non-SMSA Counties

26 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA
27 Lincoln; WA Pend Oreille; WA Stevens; WA Whitman.

28
29 Richland, WA

30 SMSA Counties:

31 Richland Kennewick, WA 5.4
32 WA Benton; WA Franklin.

33 Non-SMSA Counties

34 WA Walla Walla. 3.6

35
36 Yakima, WA:

37 SMSA Counties:

38 Yakima, WA 9.7
39 WA Yakima.

40 Non-SMSA Counties

41 WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

42
43 Seattle, WA:

44 SMSA Counties:

45 Seattle Everett, WA 7.2
46 WA King; WA Snohomish.

47 Tacoma, WA 6.2

48 WA Pierce.

49 Non-SMSA Counties

50 6.1

51 WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA
52 Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA
53 Skagit; WA Thurston; WA Whatcom.

54 Portland, OR:

1	SMSA Counties:	
2	Portland, OR-WA	4.5
3	WA Clark.	
4	Non-SMSA Counties	3.8
5	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

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

12
13 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part
14 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific
15 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and
16 its efforts to meet the goals. The hours of minority and female employment and training must
17 be substantially uniform throughout the length of the contract, in each construction craft and
18 in each trade, and the Contractor shall make a good faith effort to employ minorities and
19 women evenly on each of its projects. The transfer of minority or female employees or
20 trainees from Contractor to Contractor or from project to project for the sole purpose of
21 meeting the Contractor's goal shall be a violation of the contract, the Executive Order and
22 the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against
23 the total work hours performed.

24
25 3. The Contractor shall provide written notification to the Office of Federal Contract
26 Compliance Programs (OFCCP) within 10 working days of award of any construction
27 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for
28 construction work under the contract resulting from this solicitation. The notification shall list
29 the name, address and telephone number of the Subcontractor; employer identification
30 number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting
31 and completion dates of the subcontract; and the geographical area in which the contract is
32 to be performed. The notification shall be sent to:

33
34 U.S. Department of Labor
35 Office of Federal Contract Compliance Programs Pacific Region
36 Attn: Regional Director
37 San Francisco Federal Building
38 90 – 7th Street, Suite 18-300
39 San Francisco, CA 94103(415) 625-7800 Phone
40 (415) 625-7799 Fax

41
42 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area
43 is as designated herein.

44
45 Standard Federal Equal Employment Opportunity Construction Contract Specifications
46 (Executive Order 11246)

- 47
48 1. As used in these specifications:
- 49
 - 50 a. Covered Area means the geographical area described in the solicitation from
 - 51 which this contract resulted;
 - 52

1 b. Director means Director, Office of Federal Contract Compliance Programs,
2 United States Department of Labor, or any person to whom the Director delegates
3 authority;
4

5 c. Employer Identification Number means the Federal Social Security number used
6 on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form
7 941;
8

9 d. Minority includes:

10
11 (1) Black, a person having origins in any of the Black Racial Groups of
12 Africa.
13

14 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
15 Mexican, Puerto Rican, Cuban, Central American, South American, or
16 other Spanish origin.
17

18 (3) Asian or Pacific Islander, a person having origins in any of the original
19 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
20 Samoa.
21

22 (4) American Indian or Alaskan Native, a person having origins in any of
23 the original peoples of North America, and who maintain cultural
24 identification through tribal affiliation or community recognition.
25

26 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the
27 work involving any construction trade, it shall physically include in each subcontract in excess
28 of \$10,000 the provisions of these specifications and the Notice which contains the applicable
29 goals for minority and female participation and which is set forth in the solicitations from which
30 this contract resulted.
31

32 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
33 approved by the U.S. Department of Labor in the covered area either individually or through
34 an association, its affirmative action obligations on all work in the Plan area (including goals
35 and timetables) shall be in accordance with that Plan for those trades which have unions
36 participating in the Plan. Contractors must be able to demonstrate their participation in and
37 compliance with the provisions of any such Hometown Plan. Each Contractor or
38 Subcontractor participating in an approved Plan is individually required to comply with its
39 obligations under the EEO clause, and to make a good faith effort to achieve each goal under
40 the Plan in each trade in which it has employees. The overall good faith performance by
41 other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any
42 covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan
43 goals and timetables.
44

45 4. The Contractor shall implement the specific affirmative action standards provided in
46 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation
47 from which this contract resulted are expressed as percentages of the total hours of
48 employment and training of minority and female utilization the Contractor should reasonably
49 be able to achieve in each construction trade in which it has employees in the covered area.
50 Covered construction contractors performing construction work in geographical areas where
51 they do not have a Federal or federally assisted construction contract shall apply the minority
52 and female goals established for the geographical area where the work is being performed.
53 The Contractor is expected to make substantially uniform progress in meeting its goals in
54 each craft during the period specified.

1
2 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union
3 with whom the Contractor has a collective bargaining agreement, to refer either minorities or
4 women shall excuse the Contractor's obligations under these specifications, Executive Order
5 11246, or the regulations promulgated pursuant thereto.
6

7 6. In order for the nonworking training hours of apprentices and trainees to be counted in
8 meeting the goals, such apprentices and trainees must be employed by the Contractor during
9 the training period, and the Contractor must have made a commitment to employ the
10 apprentices and trainees at the completion of their training, subject to the availability of
11 employment opportunities. Trainees must be trained pursuant to training programs approved
12 by the U.S. Department of Labor.
13

14 7. The Contractor shall take specific affirmative actions to ensure equal employment
15 opportunity. The evaluation of the Contractor's compliance with these specifications shall be
16 based upon its effort to achieve maximum results from its action. The Contractor shall
17 document these efforts fully, and shall implement affirmative action steps at least as extensive
18 as the following:
19

20 a. Ensure and maintain a working environment free of harassment, intimidation, and
21 coercion at all sites, and in all facilities at which the Contractor's employees are
22 assigned to work. The Contractor, where possible, will assign two or more women to
23 each construction project. The Contractor shall specifically ensure that all foremen,
24 superintendents, and other on-site supervisory personnel are aware of and carry out
25 the Contractor's obligation to maintain such a working environment, with specific
26 attention to minority or female individuals working at such sites or in such facilities.
27

28 b. Establish and maintain a current list of minority and female recruitment sources,
29 provide written notification to minority and female recruitment sources and to
30 community organizations when the Contractor or its unions have employment
31 opportunities available, and maintain a record of the organizations' responses.
32

33 c. Maintain a current file of the names, addresses and telephone numbers of each
34 minority and female off-the-street applicant and minority or female referral from a union,
35 a recruitment source or community organization and of what action was taken with
36 respect to each such individual. If such individual was sent to the union hiring hall for
37 referral and was not referred back to the Contractor by the union or, if referred, not
38 employed by the Contractor, this shall be documented in the file with the reason
39 therefor, along with whatever additional actions the Contractor may have taken.
40

41 d. Provide immediate written notification to the Director when the union or unions with
42 which the Contractor has a collective bargaining agreement has not referred to the
43 Contractor a minority person or woman sent by the Contractor, or when the Contractor
44 has other information that the union referral process has impeded the Contractor's
45 efforts to meet its obligations.
46

47 e. Develop on-the-job training opportunity and/or participate in training programs for the
48 area which expressly include minorities and women, including upgrading programs and
49 apprenticeship and trainee programs relevant to the Contractor's employment needs,
50 especially those programs funded or approved by the U.S. Department of Labor. The
51 Contractor shall provide notice of these programs to the sources compiled under 7b
52 above.
53

1 f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions
2 and training programs and requesting their cooperation in assisting the Contractor in
3 meeting its EEO obligations; by including it in any policy manual and collective
4 bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;
5 by specific review of the policy with all management personnel and with all minority and
6 female employees at least once a year; and by posting the company EEO policy on
7 bulletin boards accessible to all employees at each location where construction work is
8 performed.

9
10 g. Review, at least annually, the company's EEO policy and affirmative action
11 obligations under these specifications with all employees having any responsibility for
12 hiring, assignment, layoff, termination or other employment decisions including specific
13 review of these items with on-site supervisory personnel such as Superintendents,
14 General Foremen, etc., prior to the initiation of construction work at any job site. A
15 written record shall be made and maintained identifying the time and place of these
16 meetings, persons attending, subject matter discussed, and disposition of the subject
17 matter.

18
19 h. Disseminate the Contractor's EEO policy externally by including it in any advertising
20 in the news media, specifically including minority and female news media, and providing
21 written notification to and discussing the Contractor's EEO policy with other Contractors
22 and Subcontractors with whom the Contractor does or anticipates doing business.

23
24 i. Direct its recruitment efforts, both oral and written to minority, female and community
25 organizations, to schools with minority and female students and to minority and female
26 recruitment and training organizations serving the Contractor's recruitment area and
27 employment needs. Not later than one month prior to the date for the acceptance of
28 applications for apprenticeship or other training by any recruitment source, the
29 Contractor shall send written notification to organizations such as the above, describing
30 the openings, screening procedures, and tests to be used in the selection process.

31
32 j. Encourage present minority and female employees to recruit other minority persons
33 and women and where reasonable, provide after school, summer and vacation
34 employment to minority and female youth both on the site and in other areas of a
35 Contractor's work force.

36
37 k. Validate all tests and other selection requirements where there is an obligation to do
38 so under 41 CFR Part 60-3.

39
40 l. Conduct, at least annually, an inventory and evaluation of all minority and female
41 personnel for promotional opportunities and encourage these employees to seek or to
42 prepare for, through appropriate training, etc., such opportunities.

43
44 m. Ensure that seniority practices, job classifications, work assignments and other
45 personnel practices, do not have a discriminatory effect by continually monitoring all
46 personnel and employment related activities to ensure that the EEO policy and the
47 Contractor's obligations under these specifications are being carried out.

48
49 n. Ensure that all facilities and company activities are nonsegregated except that
50 separate or single-user toilet and necessary changing facilities shall be provided to
51 assure privacy between the sexes.
52

1 o. Document and maintain a record of all solicitations of offers for subcontracts from
2 minority and female construction contractors and suppliers, including circulation of
3 solicitations to minority and female contractor associations and other business
4 associations.

5
6 p. Conduct a review, at least annually, of all supervisors' adherence to and performance
7 under the Contractor's EEO policies and affirmative action obligations.
8

9
10 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling
11 one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor
12 association, joint contractor-union, contractor-community, or other similar group of which the
13 Contractor is a member and participant, may be asserted as fulfilling any one or more of the
14 obligations under 7a through 7p of this Special Provision provided that the Contractor actively
15 participates in the group, makes every effort to assure that the group has a positive impact
16 on the employment of minorities and women in the industry, ensure that the concrete benefits
17 of the program are reflected in the Contractor's minority and female work-force participation,
18 makes a good faith effort to meet its individual goals and timetables, and can provide access
19 to documentation which demonstrate the effectiveness of actions taken on behalf of the
20 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group
21 to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

22
23 9. A single goal for minorities and a separate single goal for women have been established.
24 The Contractor, however, is required to provide equal employment opportunity and to take
25 affirmative action for all minority groups, both male and female, and all women, both minority
26 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if
27 a particular group is employed in substantially disparate manner (for example, even though
28 the Contractor has achieved its goals for women generally, the Contractor may be in violation
29 of the Executive Order if a specific minority group of women is underutilized).

30
31 10. The Contractor shall not use the goals and timetables or affirmative action standards to
32 discriminate against any person because of race, color, religion, sex, or national origin.

33
34 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
35 Government contracts pursuant to Executive Order 11246.

36
37 12. The Contractor shall carry out such sanctions and penalties for violation of these
38 specifications and of the Equal Opportunity Clause, including suspensions, terminations and
39 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive
40 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract
41 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties
42 shall be in violation of these specifications and Executive Order 11246, as amended.

43
44 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
45 specific affirmative action steps, at least as extensive as those standards prescribed in
46 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to
47 ensure equal employment opportunity. If the Contractor fails to comply with the requirements
48 of the Executive Order, the implementing regulations, or these specifications, the Director
49 shall proceed in accordance with 41 CFR 60-4.8.

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 relating
3 to the provisions hereof as may be required by the government and to keep records. Records
4 shall at least include, for each employee, their name, address, telephone numbers,
5 construction trade, union affiliation if any, employee identification number when assigned,
6 social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or
7 laborer), dates of changes in status, hours worked per week in the indicated trade, rate of
8 pay, and locations at which the work was performed. Records shall be maintained in an
9 easily understandable and retrievable form; however, to the degree that existing records
10 satisfy this requirement, the Contractors will not be required to maintain separate records.
11

12 15. Nothing herein provided shall be construed as a limitation upon the application of other
13 laws which establish different standards of compliance or upon the application of
14 requirements for the hiring of local or other area residents (e.g., those under the Public Works
15 Employment Act of 1977 and the Community Development Block Grant Program).
16

17 16. Additional assistance for Federal Construction Contractors on contracts administered by
18 Washington State Department of Transportation or by Local Agencies may be found at:
19

20 Washington State Dept. of Transportation
21 Office of Equal Opportunity
22 PO Box 47314
23 310 Maple Park Ave. SE
24 Olympia WA
25 98504-7314
26 Ph: 360-705-7090
27 Fax: 360-705-6801
28 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
29
30

31 **1-07.11 Requirements for Nondiscrimination**

32 *(December 19, 2019 APWA GSP, Option B)*
33

34 Supplement this section with the following:
35

36 ***Disadvantaged Business Enterprise Participation***

37 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
38 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract.
39 Demonstrating compliance with these Specifications is a Condition of Award (COA) of this
40 Contract. Failure to comply with the requirements of this Specification may result in your Bid
41 being found to be nonresponsive resulting in rejection or other sanctions as provided by
42 Contract.
43

44 **DBE Abbreviations and Definitions**

45 **Broker** – A business firm that provides a bona fide service, such as professional,
46 technical, consultant or managerial services and assistance in the procurement of
47 essential personnel, facilities, equipment, materials, or supplies required for the
48 performance of the Contract; or, persons/companies who arrange or expedite
49 transactions.
50

51 **Certified Business Description** – Specific descriptions of work the DBE is certified to
52 perform, as identified in the Certified Firm Directory, under the Vendor Information page.
53

1 **Certified Firm Directory** – A database of all Minority, Women, and Disadvantaged
2 Business Enterprises, including those identified as a UDBE, currently certified by
3 Washington State. The on-line Directory is available to Bidders for their use in
4 identifying and soliciting interest from DBE firms. The database is located under the
5 Firm Certification section of the Diversity Management and Compliance System web
6 page at: <https://omwbe.diversitycompliance.com>.
7

8 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines commercially
9 useful function as: “A DBE performs a commercially useful function when it is
10 responsible for execution of the work of the contract and is carrying out its
11 responsibilities by actually performing, managing, and supervising the work involved.
12 To perform a commercially useful function, the DBE must also be responsible, with
13 respect to materials and supplies used on the contract, for negotiating price,
14 determining quality and quantity, ordering the material, and installing (where applicable)
15 and paying for the material itself. To determine whether a DBE is performing a
16 commercially useful function, you must evaluate the amount of work subcontracted,
17 industry practices, whether the amount the firm is to be paid under the contract is
18 commensurate with the work it is actually performing and the DBE credit claimed for its
19 performance of the work, and other relevant factors.”
20

21 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the
22 Washington State Office of Minority and Women’s Business Enterprises, as meeting
23 the criteria outlined in 49 CFR 26 regarding DBE certification. A Underutilized
24 Disadvantaged Business Enterprise (UDBE) firm is a subset of DBE.
25

26 **Force Account Work** – Work measured and paid in accordance with Section 1-09.6.
27

28 **Good Faith Efforts** – Efforts to achieve the UDBE COA Goal or other requirements of
29 this part which, by their scope, intensity, and appropriateness to the objective, can
30 reasonably be expected to fulfill the program requirement.
31

32 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
33 establishment that produces on the premises the materials, supplies, articles, or
34 equipment required under the Contract. A DBE Manufacturer shall produce finished
35 goods or products from raw or unfinished material or purchase and substantially alters
36 goods and materials to make them suitable for construction use before reselling them.
37

38 **Reasonable Fee (DBE)** – For purposes of Brokers or service providers a reasonable
39 fee shall not exceed 5% of the total cost of the goods or services brokered.
40

41 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,
42 warehouse, or other establishment in which the materials or supplies required for the
43 performance of a Contract are bought, kept in stock, and regularly sold to the public in
44 the usual course of business. To be a Regular Dealer, the DBE firm must be an
45 established regular business that engages in as its principal business and in its own
46 name the purchase and sale of the products in question. A Regular Dealer in such items
47 as steel, cement, gravel, stone, and petroleum products need not own, operate or
48 maintain a place of business if it both owns and operates distribution equipment for the
49 products. Any supplementing of regular dealers’ own distribution equipment shall be by
50 long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers,
51 manufacturers’ representatives, or other persons who arrange or expedite transactions
52 shall not be regarded as Regular Dealers within the meaning of this definition.
53

1 **Underutilized Disadvantaged Business Enterprise (UDBE)** – A DBE Firm that is
2 underutilized based on WSDOT's Disparity Study.

3
4 **UDBE Commitment** – The dollar amount the Bidder indicates they will be
5 subcontracting to be applied towards the UDBE Condition of Award Goal as shown on
6 the UDBE Utilization Certification Form for each UDBE Subcontractor. This UDBE
7 Commitment amount will be incorporated into the Contract and shall be considered a
8 Contract requirement. Any changes to the UDBE Commitment require the Engineer's
9 approval.

10
11 **UDBE Condition of Award (COA) Goal** – An assigned numerical amount specified as
12 a percentage of the Contract. Initially, this is the minimum amount that the Bidder must
13 commit to by submission of the Utilization Certification Form and/or by Good Faith Effort
14 (GFE).

15
16 **UDBE COA Goal**

17 The Contracting Agency has established a UDBE COA Goal for this Contract in the amount
18 of: *** 6 percent (6%) of the contract total for COA UDBE goals ***

19
20 **Crediting DBE Participation**

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

24
25 DBE participation is only credited upon payment to the DBE.

26
27 The following are some definitions of what may be counted as DBE participation.

28
29 **DBE Prime Contractor**

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

33
34 **DBE Subcontractor**

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

41
42 The supplies, materials, and equipment purchased or leased from the Contractor or its
43 affiliate, including any Contractor's resources available to DBE subcontractors at no cost,
44 shall not be credited.

45
46 DBE credit will not be given in instances where the equipment lease includes the operator.
47 The DBE is expected to operate the equipment used in the performance of its work under
48 the contract with its own forces. Situations where equipment is leased and used by the
49 DBE, but payment is deducted from the Contractor's payment to the DBE is not allowed.

50
51 When the subcontractor is part of a UDBE Commitment, the following apply:
52

- 1 1. If a UDBE subcontracts a portion of the Work of its contract to another firm,
2 the value of the subcontracted Work may be counted toward the UDBE COA
3 Goal only if the Lower-Tier Subcontractor is also a UDBE.
- 4
- 5 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, but not a
6 UDBE, may be counted as DBE participation but not counted toward the
7 UDBE COA Goal.
- 8
- 9 3. Work subcontracted to a non-DBE does not count towards the UDBE COA
10 Goal nor DBE participation.
- 11

12 **DBE Subcontract and Lower Tier Subcontract Documents**

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

15 **DBE Service Provider**

16 The value of fees or commissions charged by a DBE firm behaving in a manner of a Broker,
17 or another service provider for providing a bona fide service, such as professional, technical,
18 consultant, managerial services, or for providing bonds or insurance specifically required for
19 the performance of the contract will only be credited as DBE participation, if the
20 fee/commission is determined by the Contracting Agency to be reasonable and the firm has
21 performed a CUF.
22

23 **Force Account Work**

24 When the Bidder elects to utilize force account Work to meet the UDBE COA Goal, as
25 demonstrated by listing this force account Work on the UDBE Utilization Certification Form,
26 for the purposes of meeting UDBE COA Goal, only 50% of the Proposal amount shall be
27 credited toward the Bidder's Commitment to meet the UDBE COA Goal.
28

29
30 One hundred percent of the actual amounts paid to the DBE for the force account Work shall
31 be credited towards UDBE COA Goal or DBE participation.
32

33 **Temporary Traffic Control**

34 If the DBE firm is being utilized in the capacity of only "Flagging", the DBE firm must provide
35 a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE.
36 The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).
37

38 If the DBE firm is being utilized in the capacity of "Traffic Control Services", the DBE firm must
39 provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in
40 total control of all items in implementing the traffic control for the project.
41

42 **Trucking**

43 DBE trucking firm participation may only be credited as DBE participation for the value of the
44 hauling services, not for the materials being hauled unless the trucking firm is also certified
45 as a supplier of those materials. In situations where the DBE's work is priced per ton, the
46 value of the hauling service must be calculated separately from the value of the materials in
47 order to determine DBE credit for hauling
48

49 The DBE trucking firm must own and operate at least one licensed, insured and operational
50 truck on the contract. The truck must be of the type that is necessary to perform the hauling
51 duties required under the contract. The DBE receives credit for the value of the transportation
52 services it provides on the Contract using trucks it owns or leases, licenses, insures, and
53 operates with drivers it employs.
54

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

4
5 The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work
6 done on the project.

7
8 The DBE may lease trucks from a truck leasing company (recognized truck rental center),
9 but can only receive credit towards DBE participation if the DBE uses its own employees as
10 drivers.

11 12 **DBE Manufacturer and DBE Regular Dealer**

13 One hundred percent (100%) of the cost of the manufactured product obtained from a DBE
14 manufacturer can count as DBE participation. If the DBE manufacturer is a UDBE,
15 participation may count towards the UDBE COA Goal.

16
17 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular
18 Dealer may be credited as DBE Participation. If the role of the DBE Regular Dealer is
19 determined to be that of a Broker, then DBE credit shall be limited to the fee or commission
20 it receives for its services. Regular Dealer status and the amount of credit is determined on
21 a Contract-by-Contract basis. If the DBE regular dealer is a UDBE, participation may count
22 towards the UDBE COA Goal.

23
24 DBE firms proposed to be used as a Regular Dealer must be approved before being listed
25 as a COA/used on a project. The WSDOT Approved Regular Dealer list published on
26 WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for
27 which approval is being requested. For purposes of the UDBE COA Goal participation, the
28 Regular Dealer must submit the Regular Dealer Status Request form a minimum of five
29 calendar days prior to bid opening.

30
31 Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular
32 dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement
33 of the materials and supplies, or fees or transportation charges for the delivery of materials
34 or supplies required on a job site, can count as DBE participation provided the fees are not
35 excessive as compared with fees customarily allowed for similar services. Documentation
36 will be required to support the fee/commission charged by the DBE. The cost of the materials
37 and supplies themselves cannot be counted toward as DBE participation.

38
39 Note: Requests to be listed as a Regular Dealer will only be processed if the requesting
40 firm is a material supplier certified by the Office of Minority and Women's Business
41 Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code
42 section.

43 44 **Underutilized Disadvantaged Business Enterprise Utilization**

45 The requirements of this section apply to projects with a UDBE COA Goal. To be eligible
46 for award of the Contract, the Bidder shall properly complete and submit an Underutilized
47 Disadvantaged Business Enterprise (UDBE) Utilization Certification with the Bidder's
48 sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's
49 UDBE Utilization Certification must clearly demonstrate how the Bidder intends to meet
50 the UDBE COA Goal. A UDBE Utilization Certification (WSDOT Form 272-056U) is
51 included in the Proposal package for this purpose as well as instructions on how to
52 properly fill out the form.

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

- 4
- 5 • Force account at 50%
- 6 • Regular dealer at 60%
- 7

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

11
12 Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid
13 Proposal submitted that does not contain a UDBE Utilization Certification Form
14 that accurately demonstrates how the Bidder intends to meet the UDBE COA Goal.

15
16 **Underutilized Disadvantaged Business Enterprise Written Confirmation Document(s)**

17 The requirements of this section apply to projects with a UDBE COA Goal. The Bidder shall
18 submit an Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation
19 Document (completed and signed by the UDBE) for each UDBE firm listed in the Bidder's
20 completed UDBE Utilization Certification submitted with the Bid. Failure to do so will result in
21 the associated participation being disallowed, which may cause the Bid to be determined to
22 be nonresponsive resulting in Bid rejection.

23
24 The Confirmation Documents provide confirmation from the UDBEs that they are
25 participating in the Contract as provided in the Bidder's Commitment. The Confirmation
26 Documents must be consistent with the Utilization Certification.

27
28 A UDBE Written Confirmation Document (WSDOT Form 422-031U) is included in the
29 Proposal package for this purpose.

30
31 The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery
32 of Proposal.

33
34 It is prohibited for the Bidder to require a UDBE to submit a Written Confirmation
35 Document with any part of the form left blank. Should the Contracting Agency determine
36 that an incomplete Written Confirmation Document was signed by a UDBE, the validity
37 of the document comes into question. The associated UDBE participation may not
38 receive credit.

39
40 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

41 The requirements of this section apply to projects with a UDBE COA Goal. The successful
42 Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which
43 demonstrates a good faith effort to achieve the UDBE COA Goal. The Contracting Agency,
44 at any time during the selection process, may request a breakdown of the bid items and
45 amounts that are counted towards the overall contract goal for any of the UDBEs listed on
46 the UDBE Utilization Certification.

47
48 Achieving the UDBE COA Goal may be accomplished in one of two ways:

- 49
- 50 1. By meeting the UDBE COA Goal
51 Submission of the UDBE Utilization Certification, supporting UDBE Written
52 Confirmation Document(s) showing the Bidder has obtained enough UDBE
53 participation to meet or exceed the UDBE COA Goal, the UDBE Bid Item
54 Breakdown and the UDBE Trucking Credit Form, if applicable.

1
2 2. By documentation that the Bidder made adequate GFE to meet the UDBE COA
3 Goal

4 The Bidder may demonstrate a GFE in whole or part through GFE documentation
5 ONLY IN THE EVENT a Bidder's efforts to solicit sufficient UDBE participation have
6 been unsuccessful. The Bidder must supply GFE documentation in addition to the
7 UDBE Utilization Certification, supporting UDBE Written Confirmation
8 Document(s), the UDBE Bid Item Breakdown form and the UDBE Trucking Credit
9 Form, if applicable.

10
11 Note: In the case where a Bidder is awarded the contract based on demonstrating
12 adequate GFE, the advertised UDBE COA Goal will not be reduced. The Bidder
13 shall demonstrate a GFE during the life of the Contract to attain the advertised
14 UDBE COA Goal.

15
16 GFE documentation, the UDBE Bid Item Breakdown form, and the UDBE Trucking Credit
17 Form, if applicable, shall be submitted as specified in Section 1-02.9.

18
19 The Contracting Agency will review the GFE documentation and will determine if the Bidder
20 made an adequate good faith effort.

21
22 **Good Faith Effort (GFE) Documentation**

23 GFE is evaluated when:

- 24
25 1. Determining award of a Contract that has COA goal,
26
27 2. When a COA UDBE is terminated and substitution is required, and
28
29 3. Prior to Physical Completion when determining whether the Contractor has
30 satisfied its UDBE commitments.

31
32 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,
33 demonstrate adequate good faith efforts. The following is a list of types of actions, which
34 would be considered as part of the Bidder's GFE to achieve UDBE participation. It is not
35 intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other
36 factors or types of efforts may be relevant in appropriate cases.

- 37
38 1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid
39 meetings, advertising and/or written notices) the interest of all certified UDBEs who
40 have the capability to perform the Work of the Contract. The Bidder must solicit
41 this interest within sufficient time to allow the UDBEs to respond to the solicitation.
42 The Bidder must determine with certainty if the UDBEs are interested by taking
43 appropriate steps to follow up initial solicitations.
44
45 2. Selecting portions of the Work to be performed by UDBEs in order to increase the
46 likelihood that the UDBE COA Goal will be achieved. This includes, where
47 appropriate, breaking out contract Work items into economically feasible units to
48 facilitate UDBE participation, even when the Bidder might otherwise prefer to
49 perform these Work items with its own forces.
50
51 3. Providing interested UDBEs with adequate information about the Plans,
52 Specifications, and requirements of the Contract in a timely manner to assist them
53 in responding to a solicitation.
54

- 1 a. Negotiating in good faith with interested UDBEs. It is the Bidder's responsibility to
2 make a portion of the Work available to UDBE subcontractors and suppliers and
3 to select those portions of the Work or material needs consistent with the available
4 UDBE subcontractors and suppliers, so as to facilitate UDBE participation.
5 Evidence of such negotiation includes the names, addresses, and telephone
6 numbers of UDBEs that were considered; a description of the information provided
7 regarding the Plans and Specifications for the Work selected for subcontracting;
8 and evidence as to why additional agreements could not be reached for UDBEs to
9 perform the Work.
10
11 b. A Bidder using good business judgment would consider a number of factors in
12 negotiating with subcontractors, including DBE subcontractors, and would take a
13 firm's price and capabilities as well as the UDBE COA Goal into consideration.
14 However, the fact that there may be some additional costs involved in finding and
15 using UDBEs is not in itself sufficient reason for a Bidder's failure to meet the
16 UDBE COA Goal, as long as such costs are reasonable. Also, the ability or desire
17 of a Bidder to perform the Work of a Contract with its own organization does not
18 relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not,
19 however, required to accept higher quotes from UDBEs if the price difference is
20 excessive or unreasonable.
21
22 4. Not rejecting UDBEs as being unqualified without sound reasons based on a thorough
23 investigation of their capabilities. The Bidder's standing within its industry, membership
24 in specific groups, organizations, or associations and political or social affiliations (for
25 example union vs. non-union employee status) are not legitimate causes for the rejection
26 or non-solicitation of bids in the Bidder's efforts to meet the UDBE COA Goal.
27
28 5. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit, or
29 insurance as required by the recipient or Bidder.
30
31 6. Making efforts to assist interested UDBEs in obtaining necessary equipment, supplies,
32 materials, or related assistance or services.
33
34 7. Effectively using the services of available minority/women community organizations;
35 minority/women contractors' groups; local, State, and Federal minority/women business
36 assistance offices; and other organizations as allowed on a case-by-case basis to provide
37 assistance in the recruitment and placement of UDBEs.
38
39 8. Documentation of GFE must include copies of each UDBE and non-DBE subcontractor
40 quotes submitted to the Bidder when a non-DBE subcontractor is selected over a UDBE
41 for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

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

- 47 • The Bidder must request within 48 hours of notification of being nonresponsive or
48 forfeit the right to reconsideration.
- 49 • The reconsideration decision on the adequacy of the Bidder's GFE documentation
50 shall be made by an official who did not take part in the original determination.
51
52

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- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

UDBE Bid Item Breakdown

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

UDBE Trucking Credit Form

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

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

Procedures between Award and Execution

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

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

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

**Procedures after Execution
Commercially Useful Function (CUF)**

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

16
17 The DBE does not perform a CUF if its role is limited to that of an extra participant in a
18 transaction, contract, or project through which the funds are passed in order to obtain the
19 appearance of DBE participation.

20
21 In order for a DBE traffic control company to be considered to be performing a CUF, the DBE
22 must be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control
23 Supervisor who is directly involved in the management and supervision of the traffic control
24 employees and services.

25
26 The following are some of the factors that the Engineer will use in determining whether a
27 DBE trucking company is performing a CUF:

- 28
- 29 • The DBE shall be responsible for the management and supervision of the entire
30 trucking operation for which it is responsible on the contract. The owner
31 demonstrates business related knowledge, shows up on site and is determined to
32 be actively running the business.
 - 33
34 • The DBE itself shall own and operate at least one fully licensed, insured, and
35 operational truck used on the Contract. The drivers of the trucks owned and leased
36 by the DBE must be exclusively employed by the DBE and reflected on the DBE's
37 payroll.
 - 38
39 • Lease agreements for trucks shall indicate that the DBE has exclusive use of and
40 control over the truck(s). This does not preclude the leased truck from working for
41 others provided it is with the consent of the DBE and the lease provides the DBE
42 absolute priority for use of the leased truck.
 - 43
44 • Leased trucks shall display the name and identification number of the DBE.
- 45

46 **UDBE/DBE/FSBE Truck Unit Listing Log**

47 In addition to the subcontracting requirements of Section 1-08.1, each DBE

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

10
11 Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit Listing Log
12 for each day that the DBE performs trucking services for DBE credit. The Daily
13 UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to the Engineer by
14 Friday of the week after the work was performed.

15 **Joint Checking**

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

20
21 A joint check agreement must be approved by the Engineer and requested by the DBE
22 involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The
23 form must accompany the DBE Joint Check Agreement between the parties involved,
24 including the conditions of the arrangement and expected use of the joint checks.

25
26 The approval to use joint checks and the use will be closely monitored by the Engineer. To
27 receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a
28 DBE must "be responsible for negotiating price, determining quality and quantity, ordering
29 the material, installing and paying for the material itself." The Contractor shall submit DBE
30 Joint Check Request Form for the Engineer approval prior to using a joint check.

31
32 Material costs paid by the Contractor directly to the material supplier are not allowed. If
33 proper procedures are not followed or the Engineer determines that the arrangement results
34 in lack of independence for the DBE involved, no DBE credit will be given for the DBE's
35 participation as it relates to the material cost.

36 **Prompt Payment**

37
38 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt
39 payment requirements apply to progress payments as well as return of retainage.

40 **Subcontracts**

41
42 Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE
43 and the Contractor shall be submitted to the Engineer. The executed subcontracts shall be
44 submitted by email to the following email address

45 *** North Central Region – NCRRegionOEO@wsdot.wa.gov ***

46
47 The prime contractor shall notify the Engineer in writing within five calendar days of
48 subcontract submittal.

49 **Reporting**

50
51 The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to
52 perform work on the project, shall maintain appropriate records that will enable the Engineer
53 to verify DBE participation throughout the life of the project.
54

1
2 Refer to Section 1-08.1 for additional reporting requirements associated with this contract.
3

4 **Changes in COA Work Committed to UDBE**

5 The Contractor shall utilize the COA UDBEs to perform the work and supply the materials for
6 which each is committed unless approved by the Engineer. The Contractor shall not be entitled
7 to any payment for work or material completed by the Contractor or subcontractors that was
8 committed to be completed by the COA UDBEs.
9

10 **Owner Initiated Changes**

11 Where the Engineer makes changes that result in changes to Work that was committed to a
12 COA UDBE. The Contractor may be directed to substitute for the Work in such instances.
13

14 **Contractor Initiated Changes**

15 The Contractor cannot reduce the amount of work committed to a COA UDBE without good
16 cause. Reducing UDBE Commitment is viewed as partial UDBE termination, and therefore
17 subject to the termination procedures below.
18

19 **Original Quantity Underruns**

20 In the event that Work committed to a UDBE firm as part of the COA underruns the original
21 planned quantities the Contractor may be required to substitute other remaining Work to
22 another UDBE.
23

24 **Contractor Proposed DBE Substitutions**

25 Requests to substitute a COA UDBE must be for good cause (see UDBE termination process
26 below), and requires prior written approval of the Engineer. After receiving a termination with
27 good cause approval, the Contractor may only replace a UDBE with another certified UDBE.
28 When any changes between Contract Award and Execution result in a substitution of COA
29 UDBE, the substitute UDBE shall be certified prior to the bid opening on the Contract.
30

31 **UDBE Termination**

32 Termination of a COA UDBE (or an approved substitute UDBE) is only allowed in whole or in
33 part with prior written approval of the Engineer. If the Contractor terminates a COA UDBE
34 without the written approval of the Engineer, the Contractor shall not be entitled to credit
35 towards the UDBE COA Goal for any payment for work or material performed/supplied by
36 the COA UDBE. In addition, sanctions may apply as described elsewhere in this specification.
37

38 The Contractor must have good cause to terminate a COA UDBE.
39

40 Good cause typically includes situations where the UDBE Subcontractor is unable or
41 unwilling to perform the work of its subcontract. Good cause may exist if:
42

- 43 • The UDBE fails or refuses to execute a written contract.
- 44
- 45 • The UDBE fails or refuses to perform the Work of its subcontract in a way
46 consistent with normal industry standards.
- 47
- 48 • The UDBE fails or refuses to meet the Contractor's reasonable nondiscriminatory
49 bond requirements.
- 50
- 51 • The UDBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- 52
- 53 • The UDBE is ineligible to work on public works projects because of suspension
54 and debarment proceedings pursuant to federal law or applicable State law.

- 1 • The UDBE voluntarily withdraws from the project, and provides written notice of its
2 withdrawal.
- 3
- 4
- 5 • The UDBE's work is deemed unsatisfactory by the Engineer and not in compliance
6 with the Contract.
- 7
- 8 • The UDBE's owner dies or becomes disabled with the result that the UDBE is
9 unable to complete its Work on the Contract.

10 Good cause does not exist if:

- 11
- 12
- 13 • The Contractor seeks to terminate a COA UDBE so that the Contractor can self-
14 perform the Work.
- 15
- 16 • The Contractor seeks to terminate a COA UDBE so the Contractor can substitute
17 another DBE contractor or non-DBE contractor after Contract Award.
- 18
- 19 • The failure or refusal of the COA UDBE to perform its Work on the subcontract
20 results from the bad faith or discriminatory action of the Contractor (e.g., the failure
21 of the Contractor to make timely payments or the unnecessary placing of obstacles
22 in the path of the UDBE's Work).
- 23

24 Prior to requesting termination, the Contractor shall give notice in writing to the UDBE with a
25 copy to the Engineer of its intent to request to terminate UDBE Work and the reasons for
26 doing so. The UDBE shall have five (5) days to respond to the Contractor's notice. The
27 UDBE's response shall either support the termination or advise the Engineer and the
28 Contractor of the reasons it objects to the termination of its subcontract.

29

30 When a COA UDBE is terminated, or fails to complete its work on the Contract for any reason,
31 the Contractor shall substitute with another UDBE or provide documentation of GFE. A plan
32 to achieve the COA UDBE Commitment shall be submitted to the Engineer within 2 days of
33 the approval of termination or the Contract shall be suspended until such time the substitution
34 plan is submitted.

35 **Decertification**

36

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

42 **Consequences of Non-Compliance**

43 **Breach of Contract**

44

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

47

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

- 1 (1) Withholding monthly progress payments;
- 2
- 3 (2) Assessing sanctions;
- 4
- 5 (3) Liquidated damages; and/or
- 6
- 7 (4) Disqualifying the Contractor from future bidding as non-responsible.
- 8

9 **Notice**

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

16 **Sanctions**

17 If it is determined that the Contractor's failure to meet all or part of the UDBE COA Commitment
18 is due to the Contractor's inadequate good faith efforts throughout the life of the Contract,
19 including failure to submit timely, required Good Faith Efforts information and documentation, the
20 Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment,
21 in addition to the sanctions outlined in Section 1-07.11(5).
22

23 **Payment**

24 Compensation for all costs involved with complying with the conditions of this Specification and
25 any other associated DBE requirements is included in payment for the associated Contract items
26 of Work, except otherwise provided in the Specifications.
27

28 **Federal Agency Inspection**

29 Section 1-07.12 is supplemented with the following:
30

31 **(January 25, 2016)**

32 **Required Federal Aid Provisions**

33 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
34 Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions
35 of the Standard Specifications and are made a part of this Contract; provided, however,
36 that if any of the provisions of FHWA 1273, as amended, are less restrictive than
37 Washington State Law, then the Washington State Law shall prevail.
38

39 The provisions of FHWA 1273, as amended, included in this Contract require that the
40 Contractor insert the FHWA 1273 and amendments thereto in each Subcontract,
41 together with the wage rates which are part of the FHWA 1273, as amended. Also, a
42 clause shall be included in each Subcontract requiring the Subcontractors to insert the
43 FHWA 1273 and amendments thereto in any lower tier Subcontracts, together with the
44 wage rates. The Contractor shall also ensure that this section, **REQUIRED FEDERAL
45 AID PROVISIONS**, is inserted in each Subcontract for Subcontractors and lower tier
46 Subcontractors. For this purpose, upon request to the Project Engineer, the Contractor
47 will be provided with extra copies of the FHWA 1273, the amendments thereto, the
48 applicable wage rates, and this Special Provision.
49
50

1
2 **1-07.13 Contractor's Responsibility for Work**

3
4 **Repair of Damage**

5 Section 1-07.13(4) is revised to read:

6
7 (August 6, 2001)

8 The Contractor shall promptly repair all damage to either temporary or permanent work as
9 directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-
10 07.13(2), or 1-07.13(3), payment will be made in accordance with Section 1-04.4.
11 Payment will be limited to repair of damaged work only. No payment will be made for
12 delay or disruption of work.
13

14
15 **1-07.17 Utilities And Similar Facilities**

16 Section 1-07.17 is supplemented with the following:

17
18 (*****)

19 Locations and dimensions shown in the Plans for existing facilities are in accordance
20 with available information obtained without uncovering, measuring, or other verification.
21

22 Public and private utilities, or their Contractors, will furnish all work necessary to adjust,
23 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
24 these Special Provisions. Such adjustment, relocation, replacement, or construction will
25 be done during the prosecution of the work for this project.
26

27 The Contractor shall call the Utility Location Request Center (One Call Center), for field
28 location, not less than two nor more than ten business days before the scheduled date
29 for commencement of excavation which may affect underground utility facilities, unless
30 otherwise agreed upon by the parties involved. A business day is defined as any day
31 other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone
32 number for the One Call Center for this project is 1-800-424-5555. If no one-number
33 locator service is available, notice shall be provided individually to those owners known
34 to or suspected of having underground facilities within the area of proposed excavation.
35

36 The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to
37 underground utilities. Any cost to the Contractor incurred as a result of this law shall be
38 at the Contractor's expense.
39

40 No excavation shall begin until all known facilities, in the vicinity of the excavation area,
41 have been located and marked.
42

43 The Contractor can go to the following web site to find any changes to the Washington
44 dig law that took effect in 2013.

45 [http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-](http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-DigLaw.aspx)
46 [DigLaw.aspx](http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-DigLaw.aspx)
47

48 The Contractor shall attend a mandatory preconstruction meeting with the Project
49 Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to
50 beginning onsite work.
51

1 The following addresses and telephone numbers of utility companies and other agencies
2 known or suspected of having facilities within the project limits are supplied for the
3 Contractor's convenience:
4

5 ***

- 6 • Grant County PUD, Jaime Esparza
7 30 C Street SW,
8 Ephrata, WA 98823, (509) 754-5088 Ext. 2156
9 jesparz@gcpud.org
- 10 • CenturyLink, Mike Brown
11 Phone (509) 839-6651; Fax (509) 839-6625;
12 mike.brown@centurylink.com
- 13 • East Columbia Basin Irrigation District, Nate Andreini
14 nandreini@ecbid.org> ***
15
16

17 **1-07.18 Public Liability and Property Damage Insurance**

18
19 Delete this section in its entirety, and replace it with the following:
20

21 **1-07.18 Insurance**

22 *(January 4, 2016 APWA GSP)*
23

24 **1-07.18(1) General Requirements**

- 25
- 26 A. The Contractor shall procure and maintain the insurance described in all subsections of
27 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of
28 not less than A-: VII and licensed to do business in the State of Washington. The
29 Contracting Agency reserves the right to approve or reject the insurance provided, based on
30 the insurer's financial condition.
31
 - 32 B. The Contractor shall keep this insurance in force without interruption from the
33 commencement of the Contractor's Work through the term of the Contract and for thirty (30)
34 days after the Physical Completion date, unless otherwise indicated below.
35
 - 36 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
37 subsequent renewals, shall be no later than the effective date of this Contract. The policy
38 shall state that coverage is claims made, and state the retroactive date. Claims-made form
39 coverage shall be maintained by the Contractor for a minimum of 36 months following the
40 Completion Date or earlier termination of this Contract, and the Contractor shall annually
41 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of
42 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase
43 an extended reporting period ("tail") or execute another form of guarantee acceptable to the
44 Contracting Agency to assure financial responsibility for liability for services performed.
45
 - 46 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
47 Liability insurance policies shall be primary and non-contributory insurance as respects the
48 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
49 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
50 excess of the Contractor's insurance and shall not contribute with it.
51

1 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
2 notice of any policy cancellation, within two business days of their receipt of such notice.

3
4 F. The Contractor shall not begin work under the Contract until the required insurance has
5 been obtained and approved by the Contracting Agency
6

7 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
8 material breach of contract, upon which the Contracting Agency may, after giving five
9 business days' notice to the Contractor to correct the breach, immediately terminate the
10 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums
11 in connection therewith, with any sums so expended to be repaid to the Contracting Agency
12 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
13 Contractor from the Contracting Agency.
14

15 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
16 the Contract and no additional payment will be made.
17

18 **1-07.18(2) Additional Insured**

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

- 22 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
23 volunteers
24

25 The above-listed entities shall be additional insured(s) for the full available limits of liability
26 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor
27 are greater than those required by this Contract, and irrespective of whether the Certificate of
28 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
29 maintained by the Contractor.
30

31 For Commercial General Liability insurance coverage, the required additional insured
32 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations
33 and CG 20 37 10 01 for completed operations.
34

35 **1-07.18(3) Subcontractors**

36 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
37 complies with all applicable requirements of the Contractor-provided insurance as set forth
38 herein, except the Contractor shall have sole responsibility for determining the limits of coverage
39 required to be obtained by Subcontractors.
40

41 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
42 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that
43 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10
44 01 for ongoing operations and CG 20 37 10 01 for completed operations.
45

46 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
47 Agency evidence of insurance and copies of the additional insured endorsements of each
48 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
49

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

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

8
9 Verification of coverage shall include:

- 10 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
11 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
12 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit
13 a copy of any blanket additional insured clause from its policies instead of a separate
14 endorsement.
15 3. Any other amendatory endorsements to show the coverage required herein.
16 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
17 requirements – actual endorsements must be submitted.

18
19 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
20 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required
21 on this Project, a full and certified copy of that policy is required when the Contractor delivers
22 the signed Contract for the work.

23
24 **1-07.18(5) Coverages and Limits**

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

29
30 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
31 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
32 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
33 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-
34 insured retention shall be the responsibility of the Contractor.

35
36 **1-07.18(5)A Commercial General Liability**

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

42
43 The Commercial General Liability insurance shall be endorsed to provide a per project general
44 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

45
46 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
47 completed operations for at least three years following Substantial Completion of the Work.

48
49 Such policy must provide the following minimum limits:

50 \$1,000,000 Each Occurrence

- 1 \$2,000,000 General Aggregate
- 2 \$2,000,000 Products & Completed Operations Aggregate
- 3 \$1,000,000 Personal & Advertising Injury each offence
- 4 \$1,000,000 Stop Gap / Employers' Liability each accident
- 5

6 **1-07.18(5)B Automobile Liability**

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

11
12 Such policy must provide the following minimum limit:
13 \$1,000,000 Combined single limit each accident

14
15 **1-07.18(5)C Workers' Compensation**

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

18
19 **1-07.23 Public Convenience and Safety**

20 **Construction Under Traffic**

21 Section 1-07.23(1) is supplemented with the following:

22 **(February 3, 2020)**

23 **Work Zone Clear Zone**

24 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The
25 WZCZ applies only to temporary roadside objects introduced by the Contractor's
26 operations and does not apply to preexisting conditions or permanent Work. Those work
27 operations that are actively in progress shall be in accordance with adopted and
28 approved Traffic Control Plans, and other contract requirements.

29
30
31 During nonworking hours equipment or materials shall not be within the WZCZ unless
32 they are protected by permanent guardrail or temporary concrete barrier. The use of
33 temporary concrete barrier shall be permitted only if the Engineer approves the
34 installation and location.

35
36 During actual hours of work, unless protected as described above, only materials
37 absolutely necessary to construction shall be within the WZCZ and only construction
38 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
39 allowed to stop or park on the shoulder of the roadway.

40
41 The Contractor's nonessential vehicles and employees private vehicles shall not be
42 permitted to park within the WZCZ at any time unless protected as described above.

43
44 Deviation from the above requirements shall not occur unless the Contractor has
45 requested the deviation in writing and the Engineer has provided written approval.

46
47 Minimum WZCZ distances are measured from the edge of traveled way and will be
48 determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

(*****)

Payment

No additional compensation will be paid to the Contractor for any cost or expense incurred as a result of the requirements of this provision and all costs shall be considered incidental to and included in other applicable contract items.

1-08 Prosecution And Progress

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

1 Add the following new section:

2
3 **1-08.0(2) Hours of Work**

4 (*****)

5 Except in the case of emergency or unless otherwise approved by the Contracting Agency,
6 the normal straight time working hours for the Contract shall be any consecutive 8-hour
7 period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch
8 break and a 5-day work week. The normal straight time 8-hour working period for the
9 Contract shall be established at the preconstruction conference or prior to the Contractor
10 commencing the work.

11
12 Written permission from the Engineer is required, if a Contractor desires to perform work on
13 holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer
14 than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for
15 such permission, no later than noon on the working day prior to the day for which the
16 Contractor is requesting permission to work.

17
18
19 Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal
20 straight time working hours Monday through Friday may be given subject to certain other
21 conditions set forth by the Contracting Agency or Engineer. These conditions may include
22 but are not limited to:

- 23 • The Engineer may require designated representatives to be present during the work.
24 Representatives who may be deemed necessary by the Engineer include, but are
25 not limited to: survey crews; personnel from the Contracting Agency's material
26 testing lab; inspectors; and other Contracting Agency employees when in the opinion
27 of the Engineer, such work necessitates their presence.
- 28 • On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
29 Agency for the costs in excess of straight-time costs for Contracting Agency
30 representatives who worked during such times.
- 31 • Considering the work performed on Saturdays, Sundays, and holidays as working
32 days with regard to the contract time.
- 33 • Considering multiple work shifts as multiple working days with respect to contract
34 time, even though the multiple shifts occur in a single 24-hour period.

35
36 **1-08.1 Subcontracting**

37 *(December 19, 2019 APWA GSP, Option A)*

38
39 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
40 submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between
41 the Contractor and the subcontractor or between the subcontractor and any lower tier
42 subcontractor has been executed. This certification shall also guarantee that these subcontract

1 agreements include all the documents required by the Special Provision Federal Agency
2 Inspection.

3
4 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the
5 contract until the following documents have been completed and submitted to the Engineer:
6

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

10
11 The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT
12 Form 272-065) within 15 calendar days after receipt of every monthly progress payment until
13 every Subcontractor and lower tier Subcontractor's retainage has been released.
14

15 The ninth paragraph, beginning with "On all projects, ..." is revised to read:
16

17 The Contractor shall certify to the actual amount received from the Contracting Agency and
18 amounts paid to all firms that were used as Subcontractors, lower tier subcontractors,
19 manufacturers, regular dealers, or service providers on the Contract. This includes all
20 Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This
21 Certification shall be submitted to the Engineer on a monthly basis each month between
22 Execution of the Contract and Physical Completion of the Contract using the application
23 available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for
24 every month between Execution of the Contract and Physical Completion regardless of
25 whether payments were made or work occurred.
26

27 **Subcontract Completion and Return of Retainage Withheld**

28 Section 1-08.1(1) is revised to read:
29

30 The following procedures shall apply to all subcontracts entered into as a part of this Contract:
31

32 **Requirements**

- 33 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not
34 later than ten days after receipt of payment from the Contracting Agency for work
35 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's
36 interest therein.
37
- 38 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor
39 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
40
- 41 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when
42 all task and requirements of the Subcontract have been accomplished and including
43 any required documentation and material testing.
44
- 45 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements
46 may result in one or more of the following:
47
 - 48 a. Withholding of payments until the Prime Contractor or Subcontractor complies
49
 - 50
 - 51 b. Failure to comply shall be reflected in the Prime Contractor's Performance
52 Evaluation
53

- 1 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
2
3 d. Other sanctions as provided by the subcontract or by law under applicable
4 prompt pay statutes.
5

6 **Conditions**

7 This clause does not create a contractual relationship between the Contracting Agency
8 and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow
9 upon any Subcontractor, the status of a third-party beneficiary to the Contract between
10 the Contracting Agency and the Contractor.
11

12 **Payment**

13 The Contractor will be solely responsible for any additional costs involved in paying
14 retainage to the Subcontractors. Those costs shall be incidental to the respective Bid
15 Items.
16

17 **1-08.4 Prosecution Of Work**

18 The first sentence of Section 1-08.4 is revised to read:

19
20 (*****)

21 The Contractor shall begin work on *****September 14, 2020*****, unless otherwise
22 approved by the Engineer.
23

24 **1-08.5 Time For Completion**

25 The third paragraph of Section 1-08.5 is revised to read:

26
27 (*****)

28 Contract time shall begin on the first working day. The first working day shall be
29 *****September 14, 2020*****, unless otherwise approved by the Engineer.
30

31 Section 1-08.5 is supplemented with the following:

32
33 (March 13, 1995)

34 This project shall be physically completed within *****35*** working days**.
35

36 **1-08.9 Liquidated Damages**

37 *(August 14, 2013 APWA GSP)*
38

39 Revise the fourth paragraph to read:

40
41 When the Contract Work has progressed to Substantial Completion as defined in the
42 Contract, the Engineer may determine that the work is Substantially Complete. The
43 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
44 overruns in Contract time occurring after the date so established, the formula for liquidated
45 damages shown above will not apply. For overruns in Contract time occurring after the
46 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct
47 engineering and related costs assignable to the project until the actual Physical Completion
48 Date of all the Contract Work. The Contractor shall complete the remaining Work as
49 promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a
50 written schedule for completing the physical Work on the Contract.
51

1 **1-09 Measurement And Payment**

2
3 **Weighing Equipment**

4
5 **1-09.2(1) General Requirements for Weighing Equipment**

6 *(July 23, 2015 APWA GSP, Option 2)*

7
8 Revise item 4 of the fifth paragraph to read:

- 9
10 4. Test results and scale weight records for each day's hauling operations are provided to
11 the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily
12 Report, unless the printed ticket contains the same information that is on the Scaleman's
13 Daily Report Form. The scale operator must provide AM and/or PM tare weights for
14 each truck on the printed ticket.

15
16 **1-09.2(5) Measurement**

17 *(May 2, 2017 APWA GSP)*

18
19 Revise the first paragraph to read:

20
21 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform
22 verification checks on the accuracy of each batch, hopper, or platform scale used in
23 weighing contract items of Work.

24
25
26 **1-09.6 Force Account**

27 *(October 10, 2008 APWA GSP)*

28
29 Supplement this section with the following:

30
31 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all
32 items to be paid per force account, only to provide a common proposal for Bidders. All such
33 dollar amounts are to become a part of Contractor's total bid. However, the Contracting
34 Agency does not warrant expressly or by implication, that the actual amount of work will
35 correspond with those estimates. Payment will be made on the basis of the amount of work
36 actually authorized by Engineer.

37
38
39 **Payments**

40
41 Section 1-09.9 is supplemented with the following:

42
43 (March 13, 1995)

44 The quantity of the following items to be paid for on this project shall be the quantity shown
45 in the Proposal, unless changes are made in accordance with Section 1-04.4 which affect
46 this quantity. The quantity shown in the Proposal will be adjusted by the amount of the
47 change and will be paid for as specified in Section 1-04.4.

48
49 *** "Roadway Excavation Incl. Haul",
50 "Embankment Compaction"***

51
52 The quantities in the Proposal are listed only for the convenience of the Contractor in
53 determining the volume of work involved and are not guaranteed to be accurate. The
54 prospective bidders shall verify these quantities before submitting a bid. No adjustments

1 other than for approved changes will be made in the quantity even though the actual
2 quantities required may deviate from those listed.

3
4 The unit contract price for these items shall be full pay to construct and complete this
5 portion of the work.

6
7 **Retainage**

8
9 **Section 1-09.9(1) content and title is deleted and replaced with the following:**

10
11 (June 27, 2011)
12 Vacant

13
14 **Disputes and Claims**

15
16 **1-09.11(3) Time Limitation and Jurisdiction**

17 *(November 30, 2018 APWA GSP)*

18
19 Revise this section to read:

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

35
36
37 **1-09.13 Claims Resolution**

38 **1-09.13(3) Claims \$250,000 or Less**

39 *(October 1, 2005 APWA GSP)*

40
41 Delete this Section and replace it with the following:

42
43 The Contractor and the Contracting Agency mutually agree that those claims that total
44 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
45 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
46 agree in writing to resolve the claim through binding arbitration.
47

1 **1-09.13(3)A Administration of Arbitration**

2 (November 30, 2018 APWA GSP)

3

4 Revise the third paragraph to read:

5

6 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
7 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
8 the Superior Court of the county in which the Contracting Agency's headquarters is located,
9 provided that where claims subject to arbitration are asserted against a county, RCW
10 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the
11 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use
12 the Contract as a basis for decisions.

13

14 **1-10 Temporary Traffic Control**

15

16 **1-10.2 Traffic Control Management**

17 **General**

18

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

20

21 (January 3, 2017)

22 Only training with WSDOT TCS card and WSDOT training curriculum is
23 recognized in the State of Washington. The Traffic Control Supervisor shall be
24 certified by one of the following:

25

26 The Northwest Laborers-Employers Training Trust
27 27055 Ohio Ave.
28 Kingston, WA 98346
29 (360) 297-3035

30

31 Evergreen Safety Council
32 12545 135th Ave. NE
33 Kirkland, WA 98034-8709
34 1-800-521-0778

35

36 The American Traffic Safety Services Association
37 15 Riverside Parkway, Suite 100
38 Fredericksburg, Virginia 22406-1022
39 Training Dept. Toll Free (877) 642-4637
40 Phone: (540) 368-1701

41

42 **1-10.2(2) Traffic Control Plans**

43

44 Section 1-10.2(2) is supplemented with the following:

45

46 (*****)

47 The County has provided the Traffic Sign Plan for this project and said plan(s) are
48 included in these specifications and is made part of this contract.

49

1 The work contemplated in this contract will require the Contractor to take special
2 precautions in implementing safe traffic control procedures in accordance with the
3 MUTCD. The Contractor's attention is directed to WAC 296-155-305 as it relates to
4 signing, signaling and flaggers. All questions concerning new standards should be
5 directed to the Wash. State Dept. of Labor and Industries.
6

7 One-way traffic must be kept open during working hours and two-way traffic must be
8 restored at the end of each working day for local traffic. Access to County road
9 intersections, local farms and residences shall be kept open at all times.
10

11 **Conformance to Established Standards**

12

13 Section 1-10.2(3) is revised to read:

14 (February 3, 2020)

15 Flagging, signs, and all other traffic control devices and procedures
16 furnished or provided shall conform to the standards established in the
17 latest WSDOT adopted edition (in accordance with WAC 468-95) of the
18 MUTCD, published by the U.S. Department of Transportation, and the
19 2005 draft version of the *Public Rights-of-Way Accessibility Guidelines*
20 (PROWAG): [https://www.access-board.gov/guidelines-and-](https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines)
21 [standards/streets-sidewalks/public-rights-of-way/background/revised-](https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines)
22 [draft-guidelines](https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines). Judgment of the quality of devices furnished will be
23 based upon *Quality Guidelines for Temporary Traffic Control Devices*,
24 published by the American Traffic Safety Services Association. Copies of
25 the MUTCD and *Quality Guidelines for Temporary Control Devices* may
26 be purchased from the American Traffic Safety Services Association, 15
27 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022.
28

29
30 In addition to the standards of the MUTCD described above, the
31 Contracting Agency enforces crashworthiness requirements for most
32 work zone devices. The AASHTO Manual for Assessing Safety Hardware
33 (MASH) has superseded the National Cooperative Highway Research
34 Project (NCHRP) Report 350 as the established requirements for crash
35 testing. Temporary traffic control devices manufactured after December
36 31, 2019 shall be compliant with the 2016 edition of the Manual for
37 Assessing Safety Hardware (MASH 16) crash test requirements, as
38 determined by the Contracting Agency, except as follows:

39
40 1. In situations where a MASH 16 compliant traffic control device
41 does not exist and there are no available traffic control devices
42 that were manufactured on or before December 31, 2019, then a
43 traffic control device manufactured after December 31, 2019 that
44 is compliant with either NCHRP 350 or the 2009 edition of the
45 Manual for Assessing Safety Hardware (MASH 09) is allowed for
46 use with approval of the Engineer.

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2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.

3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.

4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book *Quality Guidelines for Temporary Traffic Control Devices*, and will be accepted based on a visual inspection by the Engineer. The Engineer's decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12 hours of notification.

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(3) Traffic Control Devices

1-10.3(3)D Barricades

Section 1-10.3(3)D is supplemented with the following:

(*****)
The barricades, provided by the contractor, shall be Type III and constructed in accordance with the details shown in the MUTCD and the Standard Plans. The barricade width shall be eight (8) feet.

As may be indicated in the Signing Plan, Traffic Control Plans, or the Contract Provisions, the Contractor may be required to install signs, warning lights, or both, on barricades.

1 Any signs and/or lights that are added to a barricade shall meet NCHRP 350, MASH, or
2 current standards, the Contractor shall provide verification of certification that these
3 standards have been met.
4

5 **1-10.4 Measurement**

6 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

7
8 Section 1-10.4(1) is supplemented with the following:
9

10 (August 2, 2004)

11 The proposal contains the item "Project Temporary Traffic Control", lump sum. The
12 provisions of Section 1-10.4(1) shall apply.
13
14
15

16 **DIVISION 2 EARTHWORK**

17
18 **2-01 Clearing, Grubbing, And Roadside Cleanup**

19
20 **2-01.1 Description**

21 Section 2-01.1 is supplemented with the following:

22 (March 13, 1995)

23 Clearing and grubbing on this project shall be performed within the 60 foot County right
24 of way the entire length of the project. All trees and fences located within this right of
25 way shall be removed by the contractor.
26

27 **2-01.5 Payment**

28 Section 2-01.5 is supplemented with the following:
29

30 (*****)

31 The lump sum price for "Clearing and Grubbing" shall be full pay for all work described in
32 this section.
33

34 **REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

35
36 **2-02 Removal Of Pavement, Sidewalks, And Curbs**

37
38 Section 2-02.3(3) is supplemented with the following:
39

40 (*****)

41 **Rotomilling Bituminous Pavement**

42 The Contractor shall rotomill all existing bituminous pavements to full depth. The
43 Contractor shall provide equipment capable of producing planings 2 inches in diameter or
44 smaller. All sections planed on any given day shall be uniformly spread, watered, and re-
45 compacted to a non-yielding surface over the existing subgrade by the end of the work
46 day and re-graded, if necessary, to the staked line and grade before placement of crushed
47 surfacing materials.
48

1 The equipment used to rotomill existing bituminous pavements shall be capable of
2 rotomilling a minimum of 72" in a single pass, capable of working at a mixing depth of at
3 least 6" without producing skips and work at a traveling speed of 1 mph or more.
4

5 **Payment**

6
7 Section 2-02.5 is supplemented with the following:
8

9 (*****)
10 "Rotomilling Bituminous Pavement", per square yard.
11

12 **2-03 Roadway Excavation And Embankment**

13 14 **Construction Requirements**

15 16 **Disposal Of Surplus Material**

17 Section 2-03.3(7)A is supplemented with the following:
18

19 (*****)
20 A waste site has not been provided by the County for the disposal of excess material.
21

22 **Measurement**

23 Section 2-03.4 is supplemented with the following:
24

25 (March 13, 1995)
26 Only one determination of the original ground elevation will be made on this project.
27 Measurement for roadway excavation and embankment will be based on the original ground
28 elevations recorded previous to the award of this contract.
29

30 If discrepancies are discovered in the ground elevations which will materially affect the
31 quantities of earthwork, the original computations of earthwork quantities will be adjusted
32 accordingly.
33

34 Earthwork quantities will be computed, either manually or by means of electronic data
35 processing equipment, by use of the average end area method or by the finite element
36 analysis method utilizing digital terrain modeling techniques.
37

38 Copies of the ground cross-section notes will be available for the bidder's inspection, before
39 the opening of bids, at the Engineer's office and at the Region office.
40

41 Upon award of the contract, copies of the original ground cross-sections will be furnished to
42 the successful bidder on request to the Project Engineer.
43

44 (*****)
45 Sub Excavation (Including Haul) will be measured by comparing the difference between the
46 planned finish subgrade and the field measurement of the excavated area below subgrade.
47

48 (*****)
49 Only one determination of the original ground elevation will be made on this project.
50 Measurement for roadway excavation and embankment will be based on the original ground
51 elevations recorded previous to the award of this contract. Control stakes will be set prior and
52 during construction to provide the Contractor with all essential information for the construction

1 of excavation and embankments. If the Contractor elects to utilize Machine Controlled
2 Equipment on this project, quantity measurements and adjustments will not be
3 allowed with such equipment.
4

5 **2-06 Subgrade Preparation**

6 **Construction Requirements**

7 ***Subgrade For Pavement***

8 Section 2-06.3(2) is supplemented with the following:
9

10 (*****)

11 The contractor shall not use the vibratory roller within 50' of underground utility crossing
12 (pipeline), siphons, bridges and drainage structures on the project as staked by the Engineer.
13 The contractor will be allowed to use the vibratory roller over culverts located within the
14 project limits.
15
16

17 **2-07 Watering**

18 **Description**

19 Section 2-07.1 is supplemented with the following:
20

21 (*****)

22 ***Dust Control***

23 The Contractor shall, at all times during construction, maintain proper dust control in
24 accordance with the requirements of WAC 173-400-040 and the State of Washington
25 Department of Ecology, Eastern Regional Office, Spokane, Washington. Water for dust
26 control and all other construction activities shall be furnished by the Contractor. The
27 Contractor shall pay all associated costs to provide the water and the cost shall be included
28 in and incidental to the unit contract prices of the various bid items involved. It is required that
29 the Contractor have one person at the job site during construction hours who is responsible
30 for dust control. In addition, one person will be available during non-working hours and shall
31 have equipment and manpower available to control dust. Any problems caused by dust from
32 the construction site will be cause for immediate shutdown of all operations except dust
33 control.
34
35

36 **DIVISION 4 BASES**

37 **4-04 Ballast And Crushed Surfacing**

38 **Construction Requirements**

39 ***Equipment***

40 The first sentence of Section 4-04.3(1) is revised to read:
41

42 (*****)

43 All equipment necessary for the satisfactory performance of this construction shall be on
44 the project and approved by the Engineer prior to beginning work. The Contractor shall
45 demonstrate that equipment of sufficient size, number, and reliability has been provided
46 to meet the project schedule submitted by the Contractor, if requested by the Engineer.
47
48
49

1 **Placing and Spreading**

2
3 The third paragraph of Section 4-04.3(4) is supplemented with the following:

4
5 (*****)

6 The Contractor shall fill each hauling vehicle with the same quantity of crushed
7 aggregate. This is necessary in order to provide consistent spreads within the limits of
8 the specific section determined by the Engineer.

9
10 The Contractor shall place the material in such a way as to minimize the impact of the
11 hauling vehicles. Hauling over any of the surfacing materials prior to processing shall
12 not be permitted.
13

14 **Miscellaneous Requirement**

15 The second sentence of the first paragraph of Section 4-04.3(7) is revised to read:

16
17 (*****)

18 Each course of surfacing material shall be placed in its entirety before placing the
19 succeeding course unless otherwise authorized by the Engineer. The Contractor shall
20 repair any segregated areas by reprocessing the affected section of each course before
21 placing any additional material.
22

23 **DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS**

24
25 **Hot Mix Asphalt**

26
27 **5-04 Hot Mix Asphalt**

28 *(July 18, 2018 APWA GSP)*
29

30 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:
31

32 **5-04.1 Description**

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

39
40 HMA shall be composed of asphalt binder and mineral materials as may be required, mixed
41 in the proportions specified to provide a homogeneous, stable, and workable mixture.
42

43 **5-04.2 Materials**

44 Materials shall meet the requirements of the following sections:

- 45 Asphalt Binder 9-02.1(4)
- 46 Cationic Emulsified Asphalt 9-02.1(6)
- 47 Anti-Stripping Additive 9-02.4
- 48 HMA Additive 9-02.5
- 49 Aggregates 9-03.8

1	Recycled Asphalt Pavement	9-03.8(3)B
2	Mineral Filler	9-03.8(5)
3	Recycled Material	9-03.21
4	Portland Cement	9-01
5	Sand	9-03.1(2)
6	(As noted in 5-04.3(5)C for crack sealing)	
7	Joint Sealant	9-04.2
8	Foam Backer Rod	9-04.2(3)A

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

15
16 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of
17 HMA. The RAP may be from pavements removed under the Contract, if any, or pavement
18 material from an existing stockpile.

19
20 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional
21 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one
22 sample for every 1,000 tons produced and not less than ten samples per project. The
23 asphalt content and gradation test data shall be reported to the Contracting Agency when
24 submitting the mix design for approval on the QPL. The Contractor shall include the RAP as
25 part of the mix design as defined in these Specifications.

26
27 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder
28 from different sources is not permitted.

29
30 The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA
31 with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the
32 Engineer for approval the process that is proposed and how it will be used in the
33 manufacture of HMA.

34
35 Production of aggregates shall comply with the requirements of Section 3-01.
36 Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates
37 from stockpiles shall comply with the requirements of Section 3-02.

38
39 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

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

42
43 **5-04.2(1)A Vacant**

44
45 **5-04.2(2) Mix Design – Obtaining Project Approval**

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

47

1 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA in
2 the contract documents.

3
4 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA in
5 the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores,
6 prelevel, and pavement repair. Other nonstructural applications of HMA accepted by
7 commercial evaluation shall be as approved by the Project Engineer. Sampling and testing
8 of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The
9 Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from
10 the quantities used in the determination of nonstatistical evaluation.

11
12 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor shall
13 provide one of the following mix design verification certifications for Contracting Agency
14 review;

- 15
- 16 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of
- 17 the mix design verification certifications listed below.
- 18 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
- 19 certification (stamp & sig-nature) of a valid licensed Washington State Professional
- 20 Engineer.
- 21 • The Mix Design Report for the proposed HMA mix design developed by a qualified
- 22 City or County laboratory that is within one year of the approval date.**

23
24 The mix design shall be performed by a lab accredited by a national authority such as
25 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction
26 Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program
27 (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency
28 sample program.

29
30 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 31
- 32 • Have the aggregate structure and asphalt binder content determined in accordance
- 33 with WSDOT Standard Operating Procedure 732 and meet the requirements of
- 34 Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the
- 35 discretion of the Engineer, and 9-03.8(6).
- 36 • Have anti-strip requirements, if any, for the proposed mix design determined in
- 37 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and
- 38 aggregate source compatibility from previous WSDOT lab testing.

39
40 At the discretion of the Engineer, agencies may accept verified mix designs older than 12
41 months from the original verification date with a certification from the Contractor that the
42 materials and sources are the same as those shown on the original mix design.

43
44 **Commercial Evaluation Approval** of a mix design for "Commercial Evaluation" will be based
45 on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes,
46 AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or
47 from one of the processes allowed by this section. Testing of the HMA by the Contracting
48 Agency for mix design approval is not required.

49
50 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design
51 level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

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

3 The Contractor may elect to use additives that reduce the optimum mixing temperature or
4 serve as a compaction aid for producing HMA. Additives include organic additives, chemical
5 additives and foaming processes. The use of Additives is subject to the following:
6

- 7 • Do not use additives that reduce the mixing temperature more than allowed in Section
8 5-04.3(6) in the production of mixtures.
- 9 • Before using additives, obtain the Engineer's approval using WSDOT Form 350-076
10 to describe the proposed additive and process.

11
12 **5-04.3 Construction Requirements**

13
14 **5-04.3(1) Weather Limitations**

15 Do not place HMA for wearing course on any Traveled Way beginning October 1st through
16 March 31st of the following year without written concurrence from the Engineer.

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

21
22 **Minimum Surface Temperature for Paving**

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

23
24 **5-04.3(2) Paving Under Traffic**

25 When the Roadway being paved is open to traffic, the requirements of this Section
26 shall apply.

27
28 The Contractor shall keep intersections open to traffic at all times except when paving the
29 intersection or paving across the intersection. During such time, and provided that there has
30 been an advance warning to the public, the intersection may be closed for the minimum time
31 required to place and compact the mixture. In hot weather, the Engineer may require the
32 application of water to the pavement to accelerate the finish rolling of the pavement and to
33 shorten the time required before reopening to traffic.

34
35 Before closing an intersection, advance warning signs shall be placed and signs shall also
36 be placed marking the detour or alternate route.

37
38 During paving operations, temporary pavement markings shall be maintained throughout the
39 project. Temporary pavement markings shall be installed on the Roadway prior to opening
40 to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

1
2 All costs in connection with performing the Work in accordance with these requirements,
3 except the cost of temporary pavement markings, shall be included in the unit Contract
4 prices for the various Bid items involved in the Contract.
5

6 **5-04.3(3) Equipment**

7

8 **5-04.3(3)A Mixing Plant**

9 Plants used for the preparation of HMA shall conform to the following requirements:
10

- 11 1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt
12 binder shall be equipped to heat and hold the material at the required temperatures.
13 The heating shall be accomplished by steam coils, electricity, or other approved
14 means so that no flame shall be in contact with the storage tank. The circulating
15 system for the asphalt binder shall be designed to ensure proper and continuous
16 circulation during the operating period. A valve for the purpose of sampling the
17 asphalt binder shall be placed in either the storage tank or in the supply line to the
18 mixer.
 - 19 2. **Thermometric Equipment** – An armored thermometer, capable of detecting
20 temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder
21 feed line at a location near the charging valve at the mixer unit. The thermometer
22 location shall be convenient and safe for access by Inspectors. The plant shall also
23 be equipped with an approved dial-scale thermometer, a mercury actuated
24 thermometer, an electric pyrometer, or another approved thermometric instrument
25 placed at the discharge chute of the drier to automatically register or indicate the
26 temperature of the heated aggregates. This device shall be in full view of the plant
27 operator.
 - 28 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed
29 the maximum recommended by the asphalt binder manufacturer nor shall it be below
30 the minimum temperature required to maintain the asphalt binder in a homogeneous
31 state. The asphalt binder shall be heated in a manner that will avoid local variations
32 in heating. The heating method shall provide a continuous supply of asphalt binder to
33 the mixer at a uniform average temperature with no individual variations exceeding
34 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature
35 of the asphalt binder shall not exceed the maximum recommended by the
36 manufacturer of the WMA additive.
 - 37 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped
38 with a mechanical sampler for the sampling of the mineral materials. The mechanical
39 sampler shall meet the requirements of Section 1-05.6 for the crushing and
40 screening operation. The Contractor shall provide for the setup and operation of the
41 field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
 - 42 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the
43 following methods:
 - 44 a. A mechanical sampling device attached to the HMA plant.
 - 45 b. Platforms or devices to enable sampling from the hauling vehicle without
46 entering the hauling vehicle.
- 47

48 **5-04.3(3)B Hauling Equipment**

49 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a
50 cover of canvas or other suitable material of sufficient size to protect the mixture from

1 adverse weather. Whenever the weather conditions during the work shift include, or are
2 forecast to include, precipitation or an air temperature less than 45°F or when time from
3 loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the
4 HMA.

5
6 The contractor shall provide an environmentally benign means to prevent the HMA mixture
7 from adhering to the hauling equipment. Excess release agent shall be drained prior to filling
8 hauling equipment with HMA. Petroleum derivatives or other coating material that
9 contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks,
10 the conveyer shall be in operation during the process of applying the release agent.

11 **5-04.3(3)C Pavers**

12 HMA pavers shall be self-contained, power-propelled units, provided with an internally
13 heated vibratory screed and shall be capable of spreading and finishing courses of HMA
14 plant mix material in lane widths required by the paving section shown in the Plans.
15

16
17 The HMA paver shall be in good condition and shall have the most current equipment
18 available from the manufacturer for the prevention of segregation of the HMA mixture
19 installed, in good condition, and in working order. The equipment certification shall list the
20 make, model, and year of the paver and any equipment that has been retrofitted.

21
22 The screed shall be operated in accordance with the manufacturer's recommendations and
23 shall effectively produce a finished surface of the required evenness and texture without
24 tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's
25 recommendations shall be provided upon request by the Contracting Agency. Extensions
26 will be allowed provided they produce the same results, including ride, density, and surface
27 texture as obtained by the primary screed. Extensions without augers and an internally
28 heated vibratory screed shall not be used in the Traveled Way.

29
30 When specified in the Contract, reference lines for vertical control will be required. Lines
31 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal
32 control utilizing the reference line will be permitted. The grade and slope for intermediate
33 lanes shall be controlled automatically from reference lines or by means of a mat
34 referencing device and a slope control device. When the finish of the grade prepared for
35 paving is superior to the established tolerances and when, in the opinion of the Engineer,
36 further improvement to the line, grade, cross-section, and smoothness can best be achieved
37 without the use of the reference line, a mat referencing device may be substituted for the
38 reference line. Substitution of the device will be subject to the continued approval of the
39 Engineer. A joint matcher may be used subject to the approval of the Engineer. The
40 reference line may be removed after the completion of the first course of HMA when
41 approved by the Engineer. Whenever the Engineer determines that any of these methods
42 are failing to provide the necessary vertical control, the reference lines will be reinstalled by
43 the Contractor.

44
45 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and
46 accessories necessary for satisfactory operation of the automatic control equipment.

47
48 If the paving machine in use is not providing the required finish, the Engineer may suspend
49 Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the
50 pavement shall be thoroughly removed before paving proceeds.

1
2 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

3 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval,
4 unless other-wise required by the contract.

5
6 Where an MTD/V is required by the contract, the Engineer may approve paving without an
7 MTD/V, at the request of the Contractor. The Engineer will determine if an equitable
8 adjustment in cost or time is due.

9
10 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior
11 to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform
12 temperature throughout the mixture. If a windrow elevator is used, the length of the windrow
13 may be limited in urban areas or through intersections, at the discretion of the Engineer.

14
15 To be approved for use, an MTV:

- 16
17 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
18 2. Shall not be connected to the hauling vehicle or paver.
19 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
20 4. Shall mix the HMA after delivery by the hauling equipment and prior to placement
21 into the paving machine.
22 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
23 mixture.

24
25 To be approved for use, an MTD:

- 26
27 1. Shall be positively connected to the paver.
28 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
29 3. Shall mix the HMA after delivery by the hauling equipment and prior to placement
30 into the paving machine.
31 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
32 mixture.

33
34 **5-04.3(3)E Rollers**

35 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good
36 condition and capable of reversing without backlash. Operation of the roller shall be in
37 accordance with the manufacturer's recommendations. When ordered by the Engineer for
38 any roller planned for use on the project, the Contractor shall provide a copy of the
39 manufacturer's recommendation for the use of that roller for compaction of HMA. The
40 number and weight of rollers shall be sufficient to compact the mixture in compliance with
41 the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the
42 aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction
43 of the surface, displacement of the mixture or other undesirable results shall not be used.

44
45 **5-04.3(4) Preparation of Existing Paved Surfaces**

46 When the surface of the existing pavement or old base is irregular, the Contractor shall bring
47 it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

1
2 Preleveling of uneven or broken surfaces over which HMA is to be placed may be
3 accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as
4 approved by the Engineer.
5

6 Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require
7 the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging
8 across preleveled areas by the compaction equipment. Equipment used for the compaction
9 of preleveling HMA shall be approved by the Engineer.
10

11 Before construction of HMA on an existing paved surface, the entire surface of the
12 pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable
13 matter shall be entirely removed from the existing pavement. All pavements or bituminous
14 surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign
15 matter. All holes and small depressions shall be filled with an appropriate class of HMA. The
16 surface of the patched area shall be leveled and compacted thoroughly. Prior to the
17 application of tack coat, or paving, the condition of the surface shall be approved by the
18 Engineer.
19

20 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is
21 to be placed or abutted; except that tack coat may be omitted from clean, newly paved
22 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the
23 existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate
24 between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application
25 shall be approved by the Engineer. A heavy application of tack coat shall be applied to all
26 joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces
27 that will be paved during the same working shift. The spreading equipment shall be
28 equipped with a thermometer to indicate the temperature of the tack coat material.
29

30 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the
31 Contractor's operation damages the tack coat it shall be repaired prior to placement of the
32 HMA.
33

34 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
35 emulsified asphalt may be diluted once with water at a rate not to exceed one part water to
36 one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may
37 be applied uniformly at the specified rate of application and shall not exceed the maximum
38 temperature recommended by the emulsified asphalt manufacturer.
39

40 **5-04.3(4)A Crack Sealing**

41 **5-04.3(4)A1 General**

42 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and
43 greater.
44

45 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign
46 material when filling with crack sealant material. Use a hot compressed air lance to dry and
47 warm the pavement surfaces within the crack immediately prior to filling a crack with the
48 sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks
49 is not required.
50

1
2 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the
3 components and pour the mixture into the cracks until full. Add additional CSS-1 cationic
4 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will
5 completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface
6 and allow the mixture to cure. Top off cracks that were not completely filled with additional
7 sand slurry. Do not place the HMA overlay until the slurry has fully cured.
8

9 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt,
10 approximately 2 percent portland cement, water (if required), and the remainder clean Class
11 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and
12 then poured into the cracks and joints until full. The following day, any cracks or joints that
13 are not completely filled shall be topped off with additional sand slurry. After the sand slurry
14 is placed, the filler shall be struck off flush with the existing pavement surface and allowed to
15 cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements
16 of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.
17

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

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

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

25 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the
26 material in accordance with these requirements and the manufacturer's recommendations.
27 Furnish a Type 1 Working Drawing of the manufacturer's product information and
28 recommendations to the Engineer prior to the start of work, including the manufacturer's
29 recommended heating time and temperatures, allowable storage time and temperatures
30 after initial heating, allowable reheating criteria, and application temperature range. Confine
31 hot poured sealant material within the crack. Clean any overflow of sealant from the
32 pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the
33 cracks with hot poured sealant results in an excessive amount of material on the pavement
34 surface, stop and correct the operation to eliminate the excess material.
35

36 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

37 In areas where HMA will be placed, use sand slurry to fill the cracks.
38

39 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

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

- 41
42 A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
43 B. Cracks greater than 1 inch in width – fill with sand slurry.
44

45 **5-04.3(4)B Vacant**

46 47 **5-04.3(4)C Pavement Repair**

1 The Contractor shall excavate pavement repair areas and shall backfill these with HMA in
2 accordance with the details shown in the Plans and as marked in the field. The Contractor
3 shall conduct the excavation operations in a manner that will protect the pavement that is to
4 remain. Pavement not designated to be removed that is damaged as a result of the
5 Contractor's operations shall be repaired by the Contractor to the satisfaction of the
6 Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within
7 one lane at a time unless approved otherwise by the Engineer. The Contractor shall not
8 excavate more area than can be completely finished during the same shift, unless approved
9 by the Engineer.

10
11 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of
12 1.0 feet. The Engineer will make the final determination of the excavation depth required.
13 The minimum width of any pavement repair area shall be 40 inches unless shown otherwise
14 in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be
15 removed by a pavement grinder. Excavated materials will become the property of the
16 Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or
17 used in accordance with Sections 2-02.3(3) or 9-03.21.

18
19 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application
20 of tack coat shall be applied to all surfaces of existing pavement in the pavement repair
21 area.

22
23 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
24 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with
25 the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical
26 tamper or a roller.

27 28 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

29 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.
30 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials
31 shall be removed from stockpile(s) in a manner to ensure minimal segregation when being
32 moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall
33 be kept separated until they have been delivered to the HMA plant.

34 35 **5-04.3(5)A Vacant**

36 37 **5-04.3(6) Mixing**

38 After the required amount of mineral materials, asphalt binder, recycling agent and anti-
39 stripping additives have been introduced into the mixer the HMA shall be mixed until
40 complete and uniform coating of the particles and thorough distribution of the asphalt binder
41 throughout the mineral materials is ensured.

42
43 When discharged, the temperature of the HMA shall not exceed the optimum mixing
44 temperature by more than 25°F as shown on the reference mix design report or as approved
45 by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the
46 discharge temperature of the HMA shall not exceed the maximum recommended by the
47 manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at
48 discharge, will be allowed providing the water causes no problems with handling, stripping,
49 or flushing. If the water in the HMA causes any of these problems, the moisture content shall
50 be reduced as directed by the Engineer.

1
2 Storing or holding of the HMA in approved storage facilities will be permitted with approval of
3 the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for
4 more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the
5 Contractor at no expense to the Contracting Agency. The storage facility shall have an
6 accessible device located at the top of the cone or about the third point. The device shall
7 indicate the amount of material in storage. No HMA shall be accepted from the storage
8 facility when the HMA in storage is below the top of the cone of the storage facility, except
9 as the storage facility is being emptied at the end of the working shift.

10
11 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to
12 entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is
13 evidence of the recycled asphalt pavement not breaking down during the heating and mixing
14 of the HMA, the Contractor shall immediately suspend the use of the RAP until changes
15 have been approved by the Engineer. After the required amount of mineral materials, RAP,
16 new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA
17 shall be mixed until complete and uniform coating of the particles and thorough distribution
18 of the asphalt binder throughout the mineral materials, and RAP is ensured.

19 20 **5-04.3(7) Spreading and Finishing**

21 The mixture shall be laid upon an approved surface, spread, and struck off to the grade and
22 elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to
23 distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted
24 depth of any layer of any course shall not exceed the following:

25

26 HMA Class 1"	0.35 feet
27 HMA Class ¾" and HMA Class ½"	
28 wearing course	0.30 feet
29 other courses	0.35 feet
30 HMA Class ⅜"	0.15 feet

31

32 On areas where irregularities or unavoidable obstacles make the use of mechanical
33 spreading and finishing equipment impractical, the paving may be done with other
34 equipment or by hand.

35
36 When more than one JMF is being utilized to produce HMA, the material produced for each
37 JMF shall be placed by separate spreading and compacting equipment. The intermingling of
38 HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a
39 work shift shall conform to a single JMF established for the class of HMA specified unless
40 there is a need to make an adjustment in the JMF.

41 42 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

43 For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent,
44 uncompacted void content and fracture will be evaluated in accordance with Section 3-04.
45 Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at
46 the option of the Engineer.

47 48 **5-04.3(9) HMA Mixture Acceptance**

49 Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

1
2 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial
3 Evaluation is specified.
4

5 Commercial evaluation will be used for Commercial HMA and for other classes of HMA in
6 the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores,
7 prelevel, temporary pavement, and pavement repair. Other nonstructural applications of
8 HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling
9 and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.
10

11 The mix design will be the initial JMF for the class of HMA. The Contractor may request a
12 change in the JMF. Any adjustments to the JMF will require the approval of the Engineer
13 and may be made in accordance with this section.
14

15 **HMA Tolerances and Adjustments**

- 16 1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of
17 acceptance shall be within tolerance. The tolerance limits will be established as
18 follows:

19 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by
20 adding the tolerances below to the approved JMF values. These values will also
21 be the Upper Specification Limit (USL) and Lower Specification Limit (LSL)
22 required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

23 For Aggregates in the mixture:

- 24 a. First, determine preliminary upper and lower acceptance limits by applying the
25 following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- 26 b. Second, adjust the preliminary upper and lower acceptance limits determined from
27 step (a) the minimum amount necessary so that none of the aggregate properties
28 are outside the control points in Section 9-03.8(6). The resulting values will be the
29 upper and lower acceptance limits for aggregates, as well as the USL and LSL
30 required in Section 1-06.2(2)D2.

- 31 2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt
32 binder content of the JMF requires approval of the Engineer. Adjustments to the JMF
33 will only be considered if the change produces material of equal or better quality and
34 may require the development of a new mix design if the adjustment exceeds the
35 amounts listed below.

- 36 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the
37 No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for
38 the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the
39 range of the control points in Section 9-03.8(6).

1 b. **Asphalt Binder Content** – The Engineer may order or approve changes to
2 asphalt binder content. The maximum adjustment from the approved mix design
3 for the asphalt binder content shall be 0.3 percent
4

5 **5-04.3(9)A Vacant**
6

7 **5-04.3(9)B Vacant**
8

9 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

10 HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the
11 Contracting Agency by dividing the HMA tonnage into lots.
12

13 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

14 A lot is represented by randomly selected samples of the same mix design that will be
15 tested for acceptance. A lot is defined as the total quantity of material or work produced for
16 each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to
17 one day's production or 800 tons, whichever is less except that the final subplot will be a
18 minimum of 400 tons and may be increased to 1200 tons.
19

20 All of the test results obtained from the acceptance samples from a given lot shall be
21 evaluated collectively. If the Contractor requests a change to the JMF that is approved, the
22 material produced after the change will be evaluated on the basis of the new JMF for the
23 remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in
24 progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the
25 Engineer is satisfied that material conforming to the Specifications can be produced.
26

27 Sampling and testing for evaluation shall be performed on the frequency of one sample per
28 subplot.
29

30 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

31 Samples for acceptance testing shall be obtained by the Contractor when ordered by the
32 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer
33 and in accordance with AASH-TO T 168. A minimum of three samples should be taken for
34 each class of HMA placed on a project. If used in a structural application, at least one of the
35 three samples shall to be tested.
36

37 Sampling and testing HMA in a Structural application where quantities are less than 400
38 tons is at the discretion of the Engineer.
39

40 For HMA used in a structural application and with a total project quantity less than 800 tons
41 but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases,
42 a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of
43 the three samples will be tested for conformance to the JMF:
44

- 45 • If the test results are found to be within specification requirements, additional testing
46 will be at the Engineer's discretion.

- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

1 For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF
2 is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF
3 equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job
4 mix compliance price adjustment will be calculated as the product of the NCMF, the quantity
5 of HMA in the lot in tons, and the unit Contract price per ton of mix.

6
7 If a constituent is not measured in accordance with these Specifications, its individual pay
8 factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

9
10 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

11 The Contractor may request a subplot be retested. To request a retest, the Contractor shall
12 submit a written request within 7 calendar days after the specific test results have been
13 received. A split of the original acceptance sample will be retested. The split of the sample
14 will not be tested with the same tester that ran the original acceptance test. The sample will
15 be tested for a complete gradation analysis, asphalt binder content, and, at the option of the
16 agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of
17 the original subplot sample test results. The cost of testing will be deducted from any monies
18 due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

19
20 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

21 If sampled and tested, HMA produced under Commercial Evaluation and having all
22 constituents falling within the tolerance limits of the job mix formula shall be accepted at the
23 unit Contract price with no further evaluation. When one or more constituents fall outside the
24 commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be
25 evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The
26 commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF
27 shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or
28 samples from the street shall be tested to provide a minimum of three sets of results for
29 evaluation.

30
31 For each lot of HMA mix produced and tested under Commercial Evaluation when the
32 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined.
33 The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The
34 Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the
35 quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

36
37 If a constituent is not measured in accordance with these Specifications, its individual pay
38 factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

39
40 **5-04.3(10) HMA Compaction Acceptance**

41 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including
42 lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a
43 specified compacted course thickness greater than 0.10-foot, shall be compacted to a
44 specified level of relative density. The specified level of relative density shall be a Composite
45 Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2,
46 using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density
47 shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density
48 attained will be determined by the evaluation of the density of the pavement. The density of
49 the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8,

1 except that gauge correlation will be at the discretion of the Engineer, when using the
2 nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

3
4 Tests for the determination of the pavement density will be taken in accordance with the
5 required procedures for measurement by a nuclear density gauge or roadway cores after
6 completion of the finish rolling.

7
8 If the Contracting Agency uses a nuclear density gauge to determine density the test
9 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix
10 is placed and prior to opening to traffic.

11
12 Roadway cores for density may be obtained by either the Contracting Agency or the
13 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches
14 minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the
15 Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

16
17 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the
18 Contractor in the presence of the Engineer on the same day the mix is placed and at
19 locations designated by the Engineer. If the Contract does not include the Bid item
20 "Roadway Core" the Contracting Agency will obtain the cores.

21
22 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's
23 request after the Engineer is satisfied that material conforming to the Specifications can be
24 produced.

25
26 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
27 other than those listed above shall be compacted on the basis of a test point evaluation of
28 the compaction train. The test point evaluation shall be performed in accordance with
29 instructions from the Engineer. The number of passes with an approved compaction train,
30 required to attain the maximum test point density, shall be used on all subsequent paving.

31
32 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel
33 rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the
34 Engineer.

35 36 **Test Results**

37 For a subplot that has been tested with a nuclear density gauge that did not meet the
38 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF
39 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request
40 that a core be used for determination of the relative density of the subplot. The relative
41 density of the core will replace the relative density determined by the nuclear density gauge
42 for the subplot and will be used for calculation of the CPF and acceptance of HMA
43 compaction lot.

44
45 When cores are taken by the Contracting Agency at the request of the Contractor, they shall
46 be requested by noon of the next workday after the test results for the subplot have been
47 provided or made available to the Contractor. Core locations shall be outside of wheel paths
48 and as determined by the Engineer. Traffic control shall be provided by the Contractor as
49 requested by the Engineer. Failure by the Contractor to provide the requested traffic control

1 will result in forfeiture of the request for cores. When the CPF for the lot based on the results
2 of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies
3 due or that may become due the Contractor under the Contract at the rate of \$200 per core
4 and the Contractor shall pay for the cost of the traffic control.
5

6 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

7 Compaction shall take place when the mixture is in the proper condition so that no undue
8 displacement, cracking, or shoving occurs. Areas inaccessible to large compaction
9 equipment shall be compacted by other mechanical means. Any HMA that becomes loose,
10 broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective,
11 shall be removed and replaced with new hot mix that shall be immediately compacted to
12 conform to the surrounding area.
13

14 The type of rollers to be used and their relative position in the compaction sequence shall
15 generally be the Contractor's option, provided the specified densities are attained. Unless
16 the Engineer has approved otherwise, rollers shall only be operated in the static mode when
17 the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a
18 roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers
19 shall only be operated in static mode on bridge decks.
20

21 **5-04.3(10)B HMA Compaction – Cyclic Density**

22 Low cyclic density areas are defined as spots or streaks in the pavement that are less than
23 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer
24 may evaluate the HMA pavement for low cyclic density, and when doing so will follow
25 WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-
26 foot section with two or more density readings below 90 percent of the theoretical maximum
27 density.
28

29 **5-04.3(10)C Vacant**

30 **5-04.3(10)D HMA Nonstatistical Compaction**

31 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

32
33
34 HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance
35 testing performed by the Contracting Agency dividing the project into compaction lots.
36

37 A lot is represented by randomly selected samples of the same mix design that will be
38 tested for acceptance. A lot is defined as the total quantity of material or work produced for
39 each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to
40 one day's production or 400 tons, whichever is less except that the final subplot will be a
41 minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at
42 the rate of 5 tests per subplot per WSDOT T 738.
43

44 The subplot locations within each density lot will be determined by the Engineer. For a lot in
45 progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the
46 Engineer is satisfied that material conforming to the Specifications can be produced.
47

48 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
49 other than those listed above shall be compacted on the basis of a test point evaluation of

1 the compaction train. The test point evaluation shall be performed in accordance with
2 instructions from the Engineer. The number of passes with an approved compaction train,
3 required to attain the maximum test point density, shall be used on all subsequent paving.
4

5 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts
6 shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.
7

8 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

9 The location of the HMA compaction acceptance tests will be randomly selected by the
10 Engineer from within each subplot, with one test per subplot.
11

12 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

13 For each compaction lot with one or two sublots, having all sublots attain a relative density
14 that is 92 percent of the reference maximum density the HMA shall be accepted at the unit
15 Contract price with no further evaluation. When a subplot does not attain a relative density
16 that is 92 percent of the reference maximum density, the lot shall be evaluated in
17 accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall
18 be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with
19 CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be
20 evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-
21 density gauge or cores will be completed as required to provide a minimum of three tests for
22 evaluation.
23

24 For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will
25 be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by
26 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the
27 quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of
28 mix.
29

30 **5-04.3(11) Reject Work**

31 **5-04.3(11)A Reject Work General**

32 Work that is defective or does not conform to Contract requirements shall be rejected. The
33 Contractor may propose, in writing, alternatives to removal and replacement of rejected
34 material. Acceptability of such alternative proposals will be determined at the sole discretion
35 of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-
36 06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to
37 the Engineer for approval.
38

39 **5-04.3(11)B Rejection by Contractor**

40 The Contractor may, prior to sampling, elect to remove any defective material and replace it
41 with new material. Any such new material will be sampled, tested, and evaluated for
42 acceptance.
43

44 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

45 The Engineer may, without sampling, reject any batch, load, or section of Roadway that
46 appears defective. Material rejected before placement shall not be incorporated into the
47 pavement. Any rejected section of Roadway shall be removed.
48
49

1 No payment will be made for the rejected materials or the removal of the materials unless
2 the Contractor requests that the rejected material be tested. If the Contractor elects to have
3 the rejected material tested, a minimum of three representative samples will be obtained
4 and tested. Acceptance of rejected material will be based on conformance with the
5 nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75,
6 no payment will be made for the rejected material; in addition, the cost of sampling and
7 testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost
8 of sampling and testing will be borne by the Contracting Agency. If the material is rejected
9 before placement and the CPF is greater than or equal to 0.75, compensation for the
10 rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is
11 greater than or equal to 0.75, compensation for the rejected material will be at the calculated
12 CPF with an addition of 25 percent of the unit Contract price added for the cost of removal
13 and disposal.

14 15 **5-04.3(11)D Rejection - A Partial Sublot**

16 In addition to the random acceptance sampling and testing, the Engineer may also isolate
17 from a normal sublot any material that is suspected of being defective in relative density,
18 gradation or asphalt binder content. Such isolated material will not include an original
19 sample location. A minimum of three random samples of the suspect material will be
20 obtained and tested. The material will then be statistically evaluated as an independent lot in
21 accordance with Section 1-06.2(2).

22 23 **5-04.3(11)E Rejection - An Entire Sublot**

24 An entire sublot that is suspected of being defective may be rejected. When a sublot is
25 rejected a minimum of two additional random samples from this sublot will be obtained.
26 These additional samples and the original sublot will be evaluated as an independent lot in
27 accordance with Section 1-06.2(2).

28 29 **5-04.3(11)F Rejection - A Lot in Progress**

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

- 33
34 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the
35 Contractor is taking no corrective action, or
- 36 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95
37 and the Contractor is taking no corrective action, or
- 38 3. When either the PFi for any constituent or the CPF of a lot in progress is less than
39 0.75.

40 41 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

42 An entire lot with a CPF of less than 0.75 will be rejected.

43 44 **5-04.3(12) Joints**

45 46 **5-04.3(12)A HMA Joints**

47 48 **5-04.3(12)A1 Transverse Joints**

1 The Contractor shall conduct operations such that the placing of the top or wearing course is
2 a continuous operation or as close to continuous as possible. Unscheduled transverse joints
3 will be allowed and the roller may pass over the unprotected end of the freshly laid mixture
4 only when the placement of the course must be discontinued for such a length of time that
5 the mixture will cool below compaction temperature. When the Work is resumed, the
6 previously compacted mixture shall be cut back to produce a slightly beveled edge for the
7 full thickness of the course.

8
9 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a
10 transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary
11 wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or
12 other methods approved by the Engineer. The wrapping paper shall be removed and the
13 joint trimmed to a slightly beveled edge for the full thickness of the course prior to
14 resumption of paving.

15
16 The material that is cut away shall be wasted and new mix shall be laid against the cut.
17 Rollers or tamping irons shall be used to seal the joint.

18 19 **5-04.3(12)A2 Longitudinal Joints**

20 The longitudinal joint in any one course shall be offset from the course immediately below by
21 not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the
22 wearing course shall be located at a lane line or an edge line of the Traveled Way. A
23 notched wedge joint shall be constructed along all longitudinal joints in the wearing surface
24 of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall
25 have a vertical edge of not less than the maximum aggregate size or more than 1/2 of the
26 compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The
27 sloped portion of the HMA notched wedge joint shall be uniformly compacted.

28 29 **5-04.3(12)B Bridge Paving Joint Seals**

30 31 **5-04.3(12)B1 HMA Sawcut and Seal**

32 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of
33 the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the
34 bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a
35 manner that they remain functional for use in aligning the sawcut after placing the overlay.

36
37 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application
38 procedure.

39
40 Construct the bridge paving joint seal as specified on the Plans and in accordance with the
41 detail shown in the Standard Plans. Construct the sawcut in accordance with the detail
42 shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B
43 and the manufacturer's application procedure.

44 45 **5-04.3(12)B2 Paved Panel Joint Seal**

46 Construct the paved panel joint seal in accordance with the requirements specified in
47 section 5-04.3(12)B1 and the following requirement:
48

- 1 1. Clean and seal the existing joint between concrete panels in accordance with Section
2 5-01.3(8) and the details shown in the Standard Plans.

3
4 **5-04.3(13) Surface Smoothness**

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

11
12 When deviations in excess of the above tolerances are found that result from a high place in
13 the HMA, the pavement surface shall be corrected by one of the following methods:

- 14
15 1. Removal of material from high places by grinding with an approved grinding machine,
16 or
17 2. Removal and replacement of the wearing course of HMA, or
18 3. By other method approved by the Engineer.

19
20 Correction of defects shall be carried out until there are no deviations anywhere greater than
21 the allowable tolerances.

22
23 Deviations in excess of the above tolerances that result from a low place in the HMA and
24 deviations resulting from a high place where corrective action, in the opinion of the
25 Engineer, will not produce satisfactory results will be accepted with a price adjustment. The
26 Engineer shall deduct from monies due or that may become due to the Contractor the sum
27 of \$500.00 for each and every section of single traffic lane 100 feet in length in which any
28 excessive deviations described above are found.

29
30 When utility appurtenances such as manhole covers and valve boxes are located in the
31 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to
32 paving. This requirement may be waived when requested by the Contractor, at the
33 discretion of the Engineer or when the adjustment details provided in the project plan or
34 specifications call for utility appurtenance adjustments after the completion of paving.

35
36 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-
37 04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the
38 start of paving.

39
40 **5-04.3(14) Planing (Milling) Bituminous Pavement**

41 The planning plan must be approved by the Engineer and a pre planning meeting must be
42 held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning
43 submittals.

44
45 Locations of existing surfacing to be planed are as shown in the Drawings.

1 Where planing an existing pavement is specified in the Contract, the Contractor must
2 remove existing surfacing material and to reshape the surface to remove irregularities. The
3 finished product must be a prepared surface acceptable for receiving an HMA overlay.

4
5 Use the cold milling method for planing unless otherwise specified in the Contract. Do not
6 use the planer on the final wearing course of new HMA.

7
8 Conduct planing operations in a manner that does not tear, break, burn, or otherwise
9 damage the surface which is to remain. The finished planed surface must be slightly
10 grooved or roughened and must be free from gouges, deep grooves, ridges, or other
11 imperfections. The Contractor must repair any damage to the surface by the Contractor's
12 planing equipment, using an Engineer approved method.

13
14 Repair or replace any metal castings and other surface improvements damaged by planing,
15 as determined by the Engineer.

16
17 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
18 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
19 course. The dimensions of the wedge must be as shown on the Drawings or as specified by
20 the Engineer.

21
22 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet
23 lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with
24 vertical faces 2 inches or more in height, producing a smooth transition to the existing
25 adjoining pavement.

26
27 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
28 Contract, patched and preleveled.

29
30 The Engineer may direct additional depth planing. Before performing this additional depth
31 planing, the Contractor must conduct a hidden metal in pavement detection survey as
32 specified in Section 5-04.3(14)A.

33
34 **5-04.3(14)A Pre-Planing Metal Detection Check**

35 Before starting planing of pavements, and before any additional depth planing required by
36 the Engineer, the Contractor must conduct a physical survey of existing pavement to be
37 planed with equipment that can identify hidden metal objects.

38
39 Should such metal be identified, promptly notify the Engineer.

40
41 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
42 hidden in pavement.

43
44 The Contractor is solely responsible for any damage to equipment resulting from the
45 Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's
46 failure to notify the Engineer of any hidden metal that is detected.

47
48 **5-04.3(14)B Paving and Planing Under Traffic**

1
2 **5-04.3(14)B1 General**

3 In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-
4 10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor
5 must comply with the following:
6

7 1. Intersections:

8 a. Keep intersections open to traffic at all times, except when paving or planing
9 operations through an intersection requires closure. Such closure must be kept to
10 the minimum time required to place and compact the HMA mixture, or plane as
11 appropriate. For paving, schedule such closure to individual lanes or portions
12 thereof that allows the traffic volumes and schedule of traffic volumes required in
13 the approved traffic control plan. Schedule work so that adjacent intersections are
14 not impacted at the same time and comply with the traffic control restrictions
15 required by the Traffic Engineer. Each individual intersection closure or partial
16 closure, must be addressed in the traffic control plan, which must be submitted to
17 and accepted by the Engineer, see Section 1-10.2(2).

18 b. When planing or paving and related construction must occur in an intersection,
19 consider scheduling and sequencing such work into quarters of the intersection, or
20 half or more of an intersection with side street detours. Be prepared to sequence
21 the work to individual lanes or portions thereof.

22 c. Should closure of the intersection in its entirety be necessary, and no trolley
23 service is impacted, keep such closure to the minimum time required to place and
24 compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

25 d. Any work in an intersection requires advance warning in both signage and a
26 number of Working Days advance notice as determined by the Engineer, to alert
27 traffic and emergency services of the intersection closure or partial closure.

28 e. Allow new compacted HMA asphalt to cool to ambient temperature before any
29 traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval
30 has been obtained from the Engineer.

31 2. Temporary centerline marking, post-paving temporary marking, temporary stop
32 bars, and maintaining temporary pavement marking must comply with Section 8-
33 23.

34 3. Permanent pavement marking must comply with Section 8-22.
35

36 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

37 The Contractor must submit a separate planing plan and a separate paving plan to the
38 Engineer at least 5 Working Days in advance of each operation's activity start date. These
39 plans must show how the moving operation and traffic control are coordinated, as they will
40 be discussed at the pre-planing briefing and pre-paving briefing. When requested by the
41 Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch
42 or larger size Shop Drawings with a scale showing both the area of operation and sufficient
43 detail of traffic beyond the area of operation where detour traffic may be required. The scale
44 on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees
45 sufficient detail is shown.
46

47 The planing operation and the paving operation include, but are not limited to, metal
48 detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,
49 staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the
50 briefing.

1
2 When intersections will be partially or totally blocked, provide adequately sized and
3 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in
4 advance. The traffic control plan must show where police officers will be stationed when
5 signalization is or may be, countermanded, and show areas where flaggers are proposed.
6

7 At a minimum, the planing and the paving plan must include:
8

- 9 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each
10 day's traffic control as it relates to the specific requirements of that day's planing and
11 paving. Briefly describe the sequencing of traffic control consistent with the proposed
12 planing and paving sequence, and scheduling of placement of temporary pavement
13 markings and channelizing devices after each day's planing, and paving.
- 14 2. A copy of each intersection's traffic control plan.
- 15 3. Haul routes from Supplier facilities, and locations of temporary parking and staging
16 areas, including return routes. Describe the complete round trip as it relates to the
17 sequencing of paving operations.
- 18 4. Names and locations of HMA Supplier facilities to be used.
- 19 5. List of all equipment to be used for paving.
- 20 6. List of personnel and associated job classification assigned to each piece of paving
21 equipment.
- 22 7. Description (geometric or narrative) of the scheduled sequence of planing and of
23 paving, and intended area of planing and of paving for each day's work, must include
24 the directions of proposed planing and of proposed paving, sequence of adjacent
25 lane paving, sequence of skipped lane paving, intersection planing and paving
26 scheduling and sequencing, and proposed notifications and coordinations to be
27 timely made. The plan must show HMA joints relative to the final pavement marking
28 lane lines.
- 29 8. Names, job titles, and contact information for field, office, and plant supervisory
30 personnel.
- 31 9. A copy of the approved Mix Designs.
- 32 10. Tonnage of HMA to be placed each day.
- 33 11. Approximate times and days for starting and ending daily operations.
34

35 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

36 At least 2 Working Days before the first paving operation and the first planing operation, or
37 as scheduled by the Engineer for future paving and planing operations to ensure the
38 Contractor has adequately prepared for notifying and coordinating as required in the
39 Contract, the Contractor must be prepared to discuss that day's operations as they relate to
40 other entities and to public safety and convenience, including driveway and business
41 access, garbage truck operations, Metro transit operations and working around energized
42 overhead wires, school and nursing home and hospital and other accesses, other
43 contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency
44 services. The Contractor, and Subcontractors that may be part of that day's operations,
45 must meet with the Engineer and discuss the proposed operation as it relates to the
46 submitted planing plan and paving plan, approved traffic control plan, and public
47 convenience and safety. Such discussion includes, but is not limited to:
48

- 49 1. General for both Paving Plan and for Planing Plan:

- a. The actual times of starting and ending daily operations.
- b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
- c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
- d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
- e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
- f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
- g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
- h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
- i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
- j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

- a. When to start applying tack and coordinating with paving.
- b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

HMA CI. ___ PG ___, HMA for ___ CI. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight

1 of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor
2 elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed
3 will not be measured.
4

5 Roadway cores will be measured per each for the number of cores taken.
6

7 Preparation of untreated roadway will be measured by the mile once along the centerline of
8 the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes,
9 service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.
10

11 Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01
12 mile or by the square yard, whichever is designated in the Proposal.
13

14 Pavement repair excavation will be measured by the square yard of surface marked prior to
15 excavation.
16

17 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.
18

19 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,
20 whichever is designated in the Proposal.
21

22 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.
23

24 Longitudinal joint seals between the HMA and cement concrete pavement will be measured
25 by the linear foot along the line and slope of the completed joint seal.
26

27 Planing bituminous pavement will be measured by the square yard.
28

29 Temporary pavement marking will be measured by the linear foot as provided in Section 8-
30 23.4.
31

32 Water will be measured by the M gallon as provided in Section 2-07.4.
33

34 **Section 5-04.2 Materials, is supplemented with the following;**

35 (*****)
36

37 Testing of the RAP on this project will not be required.
38

39 **Section 5-04.3(3)D Material Transfer Device or Material Transfer Vehicle, is**
40 **supplemented with the following;**

41 (*****)
42

43 A Material Transfer Device/Vehicle (MTD/V) is only required on the final lift on
44 this project.
45

46
47 **5-04.5 Payment**

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

2
3 "HMA Cl. ___ PG ___", per ton.

4
5 "HMA for Approach Cl. ___ PG ___", per ton.

6
7 "HMA for Preleveling Cl. ___ PG ___", per ton.

8
9 "HMA for Pavement Repair Cl. ___ PG ___", per ton.

10
11 "Commercial HMA", per ton.

12
13 The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG
14 ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___",
15 and "Commercial HMA" shall be full compensation for all costs, including anti-stripping
16 additive, incurred to carry out the requirements of Section 5-04 except for those costs
17 included in other items which are included in this Subsection and which are included in the
18 Proposal.

19
20 "Preparation of Untreated Roadway", per mile.

21
22 The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for
23 all Work described under 5-04.3(4) , with the exception, however, that all costs involved in
24 patching the Roadway prior to placement of HMA shall be included in the unit Contract price
25 per ton for "HMA Cl. ___ PG ___" which was used for patching. If the Proposal does not
26 include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared
27 as specified, but the Work shall be included in the Contract prices of the other items of
28 Work.

29
30 "Preparation of Existing Paved Surfaces", per mile.

31
32 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for all
33 Work described under Section 5-04.3(4) with the exception, however, that all costs involved
34 in patching the Roadway prior to placement of HMA shall be included in the unit Contract
35 price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the Proposal does
36 not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be
37 prepared as specified, but the Work shall be included in the Contract prices of the other
38 items of Work.

39
40 "Crack Sealing", by force account.

41
42 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the
43 purpose of providing a common Proposal for all Bidders, the Contracting Agency has
44 entered an amount in the Proposal to become a part of the total Bid by the Contractor.

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

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

5
6 "Asphalt for Prime Coat", per ton.

7
8 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs
9 incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

10
11 "Prime Coat Agg.", per cubic yard, or per ton.

12
13 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for
14 furnishing, loading, and hauling aggregate to the place of deposit and spreading the
15 aggregate in the quantities required by the Engineer.

16
17 "Asphalt for Fog Seal", per ton.

18
19 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

20
21 "Longitudinal Joint Seal", per linear foot.

22
23 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment for
24 all costs incurred to perform the Work described in Section 5-04.3(12).

25
26 "Planing Bituminous Pavement", per square yard.

27
28 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
29 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

30
31 "Temporary Pavement Marking", per linear foot.

32
33 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

34
35 "Water", per M gallon.

36
37 Payment for "Water" is described in Section 2-07.5.

38
39 "Job Mix Compliance Price Adjustment", by calculation.

40
41 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
42 Section 5-04.3(9)C6.

43
44 "Compaction Price Adjustment", by calculation.

1 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
2 04.3(10)D3.

3
4 "Roadway Core", per each.

5
6 The Contractor's costs for all other Work associated with the coring (e.g., traffic control) shall
7 be incidental and included within the unit Bid price per each and no additional payments will
8 be made.

9
10 "Cyclic Density Price Adjustment", by calculation.

11
12 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-
13 04.3(10)B.

14
15
16
17 **DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER**
18 **MAINS, AND CONDUITS**

19
20 **7-02 Culverts**

21 **Payment**

22 (*****)

23 The unit contract price bid per Linear Foot of Plain Steel Culvert Pipe 0.064" Th. – 12"
24 Diameter and Plain Steel Culvert Pipe 0.064" Th. – 18" Diameter, shall be full
25 compensation for performing the work outlined herein and in accordance with the plans
26 and specifications and shall also include the cost for "Structure Excavation Class "B", and
27 Gravel Backfill For Pipe Zone Bedding".

28
29
30 **DIVISION 8 MISCELLANEOUS CONSTRUCTION**

31
32 **8-01 Erosion Control And Water Pollution Control**

33 **Construction Requirements**

34
35 **General**

36
37 The tenth paragraph of Section 8-01.3(1) is revised to read:

38
39 **(January 25, 2010)**

40 **Erodible Soil Eastern Washington**

41 Erodible soil not being worked whether at final grade or not, shall be covered within the
42 following time period using an approved soil cover practice:

43
44 July 1 through September 30 30 days
45 October 1 through June 30 15 days

46
47 **Submittals**

48 The first sentence of Section 8-01.3(1)A is revised to read:
49

1 The contractor shall prepare and submit a TESC plan for the engineer's approval.

2
3 **Mulching**

4
5 Section 8-01.3(2)D is supplemented with the following:

6
7 (*****)

8 A 50%/50% mix of Wood cellulose fiber suitable for use with a hydroseeder and Hydro-
9 Straw with Tackifier (Hydrostraw Guar Plus or approved equal) shall be applied at a rate
10 of 2,000 pounds per acre. 50/50 mix shall be sufficiently mixed in the truck prior to
11 application.

12
13 **MONUMENT**

14
15 **Construction Requirements**

16
17 (*****)

18 Section 8-13.3 is supplemented with the following:

19
20 All work shall be performed by a licensed surveyor.

21
22 The Contractor shall be required to set or reset monuments and monument case and
23 covers at right of way points of intersection, curvature, and tangency within the project
24 limits and as shown on the plans. Pursuant to RCW 58.24.040(8), a permit to remove or
25 destroy a survey monument shall be acquired from the Washington State Dept. of Natural
26 Resources for all existing survey monuments and markers.

27
28 The Contractor shall leave all existing monuments in place unless the road profile requires
29 removal. When the new road profile requires the existing monument to be reset the
30 Contractor shall reuse and reset existing monument and record a new elevation on the
31 brass disc or provide a supplementary brass inset with new elevation stamped on the
32 monument. The Contractor shall give the Engineer a certified report from the Surveyor
33 regarding the final disposition and condition of all monuments discovered within the project
34 limits.

35
36 **Payment**

37
38 (*****)

39 The unit contract price bid per each for "Monument" shall be full compensation for
40 performing the work outlined herein and in accordance with the plans and specifications.

41
42 **8-22 Pavement Marking**

43
44 **Materials**

45
46 (*****)

47 The first sentence of Section 8-22.2 is replaced with the following:

48
49 Paint Material for pavement line shall be **Waterborne** paint and be chosen from
50 WSDOT QPL listings for 9-34.2(5) – Pavement Marking – Low VOC Waterborne
51 Paint.

1 **Construction Requirements**

2
3 **Preliminary Spotting**

4 The first sentence of Section 8-22.3(1) is replaced with the following:

5
6 (*****)

7 The Contractor shall use established control points to assist in the preliminary
8 spotting of the lines to be marked. Where control points are unavailable the
9 Contractor shall establish such control as necessary to provide accurate
10 preliminary spotting for pavement marking. The Engineer shall provide control
11 points for no-pass zones.
12

13 **Marking Application**

14 Section 8-22.3(3) is supplemented with the following:

15
16 (*****)

17 This contract contains new striping work and will require three applications of paint
18 on a thoroughly swept pavement surface. 10 mils on the first pass, to provide an
19 alignment for the rumble strips installed prior to the second pass, then 10 mils on
20 the second pass and 15 mils on the third pass in the opposite direction. Glass
21 beads for retro-reflective applications shall be applied at the rate of 7 pounds per
22 gallon of paint.
23

24 The Contractor shall use a three gun paint spray system for all striping on this
25 contract. Center skip stripe shall be based on the center gun, regardless of whether
26 it is needed for a particular line, based on variable pass/no pass zones. In Double
27 No-Pass zones, the two outer guns shall be used for the double yellow to be
28 painted.
29

30 **Measurement**

31 Section 8-22.4 is supplemented with the following:

32
33 (*****)

34 The following are the approximate linear foot lengths of pavement markings
35 required on this project:

- 36 Painted Skip Centerline – 2,834 L.F.
 - 37 Painted Double No-Pass – 4,255 L.F.
 - 38 Painted Left and Right No Pass Zones – 2,706 L.F.
 - 39 Painted Edge Line 12' Lane – 19,590 L.F.
- 40
41
42

43 **DIVISION 9 MATERIALS**

44
45 **9-14 Erosion Control And Roadside Planting**

46
47 **9-14.2 Seed**

48 Section 9-14.2 is supplemented with the following:

49
50 (*****)

1 The following Roadside seed mix is approved for application on this project.

2	3 Kind and variety of	4 % By	5 Minimum %	6 Minimum %
7	8 Seed in mixture	9 Weight	10 Pure Seed	11 Germination
12	Special Eastern Washington Roadside Mix Containing*:			
13	Bluegrass, Sherman Big	10	9.5	70
14	Wheatgrass, Crested, Nordan	70	68.5	85
15	Wheatgrass, Thickspike, Critana	10	9.5	85
16	Sandburg	5	4.5	
17	Sheep Fescue	5	4.5	
18	Weed Seed		2.0 (max)	
19	Inert and other crop		<u>3.5 (max)</u>	
20	Total		100.0	

21 *Special Eastern Washington Roadside Mix shall be applied at the rate of twenty-one
22 (21) pounds per acre on all areas to be seeded.

23 **9-14.3 Fertilizer**

24 Section 9-14.3 is supplemented with the following:

25 (*****)

26 The Contractor shall use 16-16-16 slow release fertilizer, and it shall be applied at the
27 rate of 125 pounds per acre.

28 **(April 1, 2019)**

29 **Standard Plans**

30 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01
31 transmitted under Publications Transmittal No. PT 16-048, effective August 6, 2018 is made a
32 part of this contract.
33
34
35
36
37
38
39
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44
45

PROPOSAL

To: Board of County Commissioners
Grant County, Washington

Date: _____, 2020

This certifies that the undersigned has examined the location of **3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT, CRP 19-08, 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.

3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT

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
PREPARATION				
1	1 Lump Sum	Mobilization	At ////////.//// Per Lump Sum	.
2	1 Lump Sum	Clearing and Grubbing	At ////////.//// Per Lump Sum	.
GRADING				
3	39,630 S.Y.	Rotomilling Bituminous Pavement	At . Per Square Yard	.
4	3,952 C.Y.	Roadway Excavation Including Haul	At . Per Cubic Yard	.
5	2,284 C.Y.	Embankment Compaction	At . Per Cubic Yard	.
DRAINAGE				
6	35 L.F.	Plain Steel Culvert Pipe 0.064" Th. - 12" Diameter	At . Per Linear Foot	.

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
----------	---------------	------------------	---------------------------------	------------------------------

7	240 L.F.	Plain Steel Culvert Pipe 0.064" Th. - 18" Diameter	At . Per Linear Foot	.
---	-------------	-------------------------------------------------------	----------------------------	---

SURFACING

8	24,000 Ton	Crushed Surfacing Base Course	At . Per Ton	.
---	---------------	-------------------------------	--------------------	---

9	96 Ton	Crushed Surfacing Top Course For Approaches	At . Per Ton	.
---	-----------	---------------------------------------------	--------------------	---

HOT MIX ASPHALT

10	7,000 Ton	HMA CL. 1/2 IN. PG64-28 Paving Asphalt	At . Per Ton	.
----	--------------	----------------------------------------	--------------------	---

11	Calculated 1	Job Mix Compliance Price Adjustment	At -1.00 Calculated	-\$1.00
----	-----------------	-------------------------------------	---------------------------	---------

12	Calculated 1	Compaction Price Adjustment	At -1.00 Calculated	-\$1.00
----	-----------------	-----------------------------	---------------------------	---------

TRAFFIC

13	29,385 L. F.	Paint Line	At . Per Linear Foot	.
----	-----------------	------------	----------------------------	---

14	2.0 Mile	Centerline Rumble Strip	At . Per Mile	.
----	-------------	-------------------------	---------------------	---

15	4.0 Mile	Shoulder Rumble Strip Type 3	At . Per Mile	.
----	-------------	------------------------------	---------------------	---

16	1 Lump Sum	Project Temporary Traffic Control	At ////////.//// Per Lump Sum	.
----	---------------	-----------------------------------	-------------------------------------	---

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
----------	---------------	------------------	---------------------------------	------------------------------

OTHER ITEMS

17	1 Lump Sum	SPCC Plan	At ////////.//// Per Lump Sum	.
18	4 Each	Monument	At . Each	.
19	1 Lump Sum	Trimming and Cleanup	At ////////.//// Per Lump Sum	.
20	4 Acre	Seeding, Fertilizing and Mulching, With Roadside Mix	At . Acre	.
21	\$1.00 Est.	Minor Change	At ////////.//// Est.	\$1.00

Project Total	.
----------------------	---

INFORMATIONAL COPY ONLY-NOT FOR BIDDING PURPOSE

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

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (7/21/2020), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

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: _____, 2020

RE: **3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT, CRP 19-08**

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 reconstruction of 2.0 miles of two lane county road in Grant County, WA, and includes roadway excavation, embankment compaction, crushed surfacing base course, crushed surfacing top course, HMA, seeding and fertilizing, 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) _____
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 full and
penal sum of five (5) percent of the total amount of the bid proposal of said principal for the
work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators, successors and assigns, and successors and assigns, firmly by
these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following Grant County Project, **3-NE ROAD PHASE
2 RECONSTRUCTION PROJECT, CRP 19-08**, 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 _____, 2020

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: **3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT**

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.

INFORMATIONAL COPY ONLY-NOT FOR BIDDING PURPOSE

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 **3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT, CRP 19-08**, located in Grant County, Washington, as proposed in a bid opened **1:30 P.M., Tuesday, August 11, 2020** 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 _____, 2020

Signature

Print Name

Firm Name

Address

City State Zip

() _____
Phone

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

____ day of _____, 2020

Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON

this ____ day of _____, 2020

Chair

Member

Member

INFORMATIONAL COPY ONLY-NOT FOR BIDDING PURPOSE

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 _____, 2020.

The conditions of the above obligation are such that:

WHEREAS, on **August 11, 2020**, 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 **3-NE ROAD PHASE 2 RECONSTRUCTION PROJECT, CRP 19-08**, 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

_____, 2020

Deputy Prosecuting Attorney

INFORMATIONAL COPY ONLY-NOT FOR BIDDING PURPOSE

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.

**Underutilized Disadvantaged Business
Enterprise (UDBE) Written
Confirmation Document**

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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

UDBE's Business Name: _____

Description of UDBE's Work: _____

Dollar Amount to be Applied Towards UDBE Goal: _____

Dollar Amount to be Subcontracted to UDBE*: _____
*Optional Field

PART B: To be completed by the Underutilized Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____



Underutilized Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: _____

Column 1 Name of UDBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Dollar Amount Subcontracted to UDBE (See instructions)	Column 5 Dollar Amount to be Applied Towards Goal (See instructions)

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal _____ Total UDBE Commitment Dollar Amount _____
Box 3 Box 4

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

Instructions for Underutilized Disadvantaged Business Enterprise Utilization Certification Form

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

Box 2: Name of the Project.

Column 1: Name of the Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com> Repeat the name of the UDBE for each Project Role that will be performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Underutilized Disadvantaged Business Enterprise Utilization Certification

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

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

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

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

EXAMPLE

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

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

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: WA20200001 05/01/2020
 Superseded General Decision Number: WA20190001
 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 \$10.80 for calendar year 2020 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020
2	02/28/2020
3	03/06/2020
4	03/13/2020
5	05/01/2020

CARP0003-006 06/01/2018

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.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 37.64	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
DRYWALL.....	\$ 37.64	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIVERS.....	\$ 38.71	16.83

DEPTH PAY:

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

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

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

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

CARP0030-004 06/01/2019

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

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 45.92	16.52
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 46.02	16.52
CARPENTERS.....	\$ 45.92	16.52
DIVERS TENDER.....	\$ 50.79	16.52
DIVERS.....	\$ 99.68	16.52
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 47.42	16.52
PILED RIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING.....	\$ 46.17	16.52

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

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 PILED RIVER ONLY)

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

Zone Pay:

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

 CARP0059-002 06/01/2019

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

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

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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

DISPATCH POINTS:

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

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

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

 CARP0770-003 06/01/2019

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

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 46.02	16.52
CARPENTERS.....	\$ 45.92	16.52
DIVERS TENDER.....	\$ 50.79	16.52
DIVERS.....	\$ 99.68	16.52
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 47.42	16.52
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 46.17	16.52

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

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

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

Zone Pay:

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

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

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

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

 ELEC0046-001 02/03/2020

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.91	3%+21.46
ELECTRICIAN.....	\$ 57.51	3%+22.06

 * ELEC0048-003 01/01/2020

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

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 01/01/2020

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

 ELEC0073-001 01/01/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 36.05	19.23

 ELEC0076-002 08/31/2018

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

	Rates	Fringes
CABLE SPLICER.....	\$ 48.06	23.23
ELECTRICIAN.....	\$ 43.69	23.10

 ELEC0112-005 06/01/2019

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

	Rates	Fringes
CABLE SPLICER.....	\$ 48.35	21.13
ELECTRICIAN.....	\$ 46.05	21.06

 ELEC0191-003 06/01/2019

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 46.45	23.66

 ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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

ENGI0302-003 06/01/2019

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.....	\$ 46.78	21.22
Group 1AA.....	\$ 47.46	21.22
Group 1AAA.....	\$ 48.14	21.22
Group 1.....	\$ 46.09	21.22
Group 2.....	\$ 45.50	21.22
Group 3.....	\$ 44.98	21.22
Group 4.....	\$ 42.10	21.22

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 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-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; Scrapers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

 ENGI0370-002 07/01/2019

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.....	\$ 28.46	17.25
GROUP 2.....	\$ 28.78	17.25
GROUP 3.....	\$ 29.39	17.25
GROUP 4.....	\$ 29.55	17.25
GROUP 5.....	\$ 29.71	17.25
GROUP 6.....	\$ 29.99	17.25
GROUP 7.....	\$ 30.26	17.25
GROUP 8.....	\$ 31.36	17.25

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner 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; Rollerman (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.

 ENGI0612-001 09/28/2018

PIERCE County

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):
 Zone 2 (26-45 radius miles) = \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENGI0612-012 09/28/2018

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.
- H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0701-002 01/01/2018

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

POWER EQUIPMENT OPERATORS: ZONE 1

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

Zone Differential (add to Zone 1 rates):
 Zone 2 - \$3.00
 Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid 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 Feeder; 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 07/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 33.59	29.26

IRON0029-002 05/01/2018

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

	Rates	Fringes
IRONWORKER.....	\$ 37.00	27.87

IRON0086-002 07/01/2019

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.59	29.26

IRON0086-004 07/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 42.35	29.56

LABO0238-004 06/01/2019

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.....	\$ 25.84	13.00
GROUP 2.....	\$ 27.94	13.00
GROUP 3.....	\$ 28.21	13.00
GROUP 4.....	\$ 28.48	13.00
GROUP 5.....	\$ 28.76	13.00
LABORER (SPOKANE)		
GROUP 1.....	\$ 25.84	13.00
GROUP 2.....	\$ 27.94	13.00
GROUP 3.....	\$ 28.21	13.00
GROUP 4.....	\$ 28.48	13.00
GROUP 5.....	\$ 28.76	13.00

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); 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 06/01/2019

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.....	\$ 27.95	12.90

 LABO0242-003 06/01/2019

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.10	11.94
GROUP 2A.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94
Group 6.....	\$ 40.36	12.04

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

Group 6: Miner

LABO0252-010 06/01/2019

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.10	11.94
GROUP 2.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

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

 LABO0292-008 06/01/2019

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.10	11.94
GROUP 2.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94

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 08/01/2019

CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE
MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHAKIYAKUM COUNTY
WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHAKIYAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 33.38	11.94
GROUP 2.....	\$ 34.07	11.94
GROUP 3.....	\$ 34.59	11.94
GROUP 4.....	\$ 35.03	11.94
GROUP 5.....	\$ 30.51	11.94
GROUP 6.....	\$ 27.71	11.94
GROUP 7.....	\$ 24.01	11.94

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch
Weighman; Broomers; Brush Burners and Cutters; Car and
Truck Loaders; Carpenter Tender; Change-House Man or Dry
Shack Man; Choker Setter; Clean-up Laborers; Curing,
Concrete; Demolition, Wrecking and Moving Laborers;
Dumpers, road oiling crew; Dumpmen (for grading crew);
Elevator Feeders; Median Rail Reference Post, Guide Post,
Right of Way Marker; Fine Graders; Fire Watch; Form
Strippers (not swinging stages); General Laborers;
Hazardous Waste Worker; Leverman or Aggregate Spreader
(Flaherty and similar types); Loading Spotters; Material
Yard Man (including electrical); Pittsburgh Chipper
Operator or Similar Types; Railroad Track Laborers; Ribbon
Setters (including steel forms); Rip Rap Man (hand placed);
Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers;
Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring;
Timber Faller and Bucker (hand labor); Toolroom Man (at job
site); Tunnel Bullgang (above ground); Weight-Man- Crusher
(aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunitite Nozzleman Tender; Gunitite 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; Gunitite Nozzleman; 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; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

 * LABO0335-019 08/01/2019

	Rates	Fringes
Hod Carrier.....	\$ 33.38	11.94

LABO0348-003 06/01/2019

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.12	11.94
GROUP 2.....	\$ 26.51	11.94
GROUP 3.....	\$ 29.01	11.94
GROUP 4.....	\$ 29.71	11.94
GROUP 5.....	\$ 30.22	11.94

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

PAIN0005-002 07/01/2019

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHAKIYAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 31.61	16.07

PAIN0005-004 03/01/2009

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

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2019

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.14	12.90
Spray and Sandblasting.....	\$ 25.14	12.90

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 07/01/2019

CLARK, COWLITZ, KLUCKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.45	12.56

PLAS0072-004 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 30.21	14.93

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 06/01/2019

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHAKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 44.43	18.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 44.93	18.04
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 44.93	18.04

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDE/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDE, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2019

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.08	15.27
GROUP 2.....	\$ 29.20	15.27
GROUP 3.....	\$ 29.34	15.27
GROUP 4.....	\$ 29.62	15.27
GROUP 5.....	\$ 29.85	15.27
GROUP 6.....	\$ 30.03	15.27
GROUP 7.....	\$ 30.24	15.27

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 Hydralifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2019

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:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46
GROUP 3:.....	\$ 36.73	20.46
GROUP 4:.....	\$ 31.76	20.46
GROUP 5:.....	\$ 39.93	20.46

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA
COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

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

BASE POINTS: Spokane, Pasco, Lewiston

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

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at 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: 6/29/2020

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Grant	Flaggers	Journey Level	\$38.94	7B	1M	8Z	View
Grant	Laborers	Air And Hydraulic Track Drill	\$41.58	7B	1M	8Z	View
Grant	Laborers	Asphalt Raker	\$41.58	7B	1M	8Z	View
Grant	Laborers	Asphalt Roller, Walking	\$41.31	7B	1M	8Z	View
Grant	Laborers	Brick Pavers	\$41.04	7B	1M	8Z	View
Grant	Laborers	Brush Hog Feeder	\$41.04	7B	1M	8Z	View
Grant	Laborers	Brush Machine	\$41.58	7B	1M	8Z	View
Grant	Laborers	Caisson Worker, Free Air	\$41.58	7B	1M	8Z	View
Grant	Laborers	Carpenter Tender	\$41.04	7B	1M	8Z	View
Grant	Laborers	Cement Finisher Tender	\$41.31	7B	1M	8Z	View
Grant	Laborers	Cement Handler	\$41.04	7B	1M	8Z	View
Grant	Laborers	Chain Saw Operator & Faller	\$41.58	7B	1M	8Z	View
Grant	Laborers	Clean-up Laborer	\$41.04	7B	1M	8Z	View
Grant	Laborers	Compaction Equipment	\$41.31	7B	1M	8Z	View
Grant	Laborers	Concrete Crewman	\$41.04	7B	1M	8Z	View
Grant	Laborers	Concrete Saw, Walking	\$41.31	7B	1M	8Z	View
Grant	Laborers	Concrete Signalman	\$41.04	7B	1M	8Z	View
Grant	Laborers	Concrete Stack	\$41.58	7B	1M	8Z	View
Grant	Laborers	Confined Space Attendant	\$41.04	7B	1M	8Z	View
Grant	Laborers	Crusher Feeder	\$41.04	7B	1M	8Z	View
Grant	Laborers	Demolition	\$41.04	7B	1M	8Z	View
Grant	Laborers	Demolition Torch	\$41.31	7B	1M	8Z	View
Grant	Laborers	Dope Pot Fireman, Non-mechanical	\$41.31	7B	1M	8Z	View
Grant	Laborers	Driller Helper (when Required To Move & Position Machine)	\$41.31	7B	1M	8Z	View
Grant	Laborers	Drills With Dual Masts	\$41.86	7B	1M	8Z	View
Grant	Laborers	Dry Stack Walls	\$41.04	7B	1M	8Z	View
Grant	Laborers	Dumpman	\$41.04	7B	1M	8Z	View
Grant	Laborers	Erosion Control Laborer	\$41.04	7B	1M	8Z	View
Grant	Laborers	Final Detail Cleanup (i.e, Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$38.94	7B	1M	8Z	View
Grant	Laborers	Firewatch	\$41.04	7B	1M	8Z	View

Grant	Laborers	Form Cleaning Machine Feeder, Stacker	\$41.04	7B	1M	8Z	View
Grant	Laborers	Form Setter, Paving	\$41.31	7B	1M	8Z	View
Grant	Laborers	General Laborer	\$41.04	7B	1M	8Z	View
Grant	Laborers	Grade Checker	\$43.57	7B	1M	8Z	View
Grant	Laborers	Grout Machine Header Tender	\$41.04	7B	1M	8Z	View
Grant	Laborers	Guard Rail	\$41.04	7B	1M	8Z	View
Grant	Laborers	Gunite	\$41.58	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level A)	\$41.86	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level B)	\$41.58	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level C)	\$41.31	7B	1M	8Z	View
Grant	Laborers	Hazardous Waste Worker (level D)	\$41.04	7B	1M	8Z	View
Grant	Laborers	Hdpe Or Similar Liner Installer	\$41.04	7B	1M	8Z	View
Grant	Laborers	High Scaler	\$41.58	7B	1M	8Z	View
Grant	Laborers	Jackhammer Operator Miner, Class "b"	\$41.31	7B	1M	8Z	View
Grant	Laborers	Laser Beam Operator	\$41.58	7B	1M	8Z	View
Grant	Laborers	Miner, Class "a"	\$41.04	7B	1M	8Z	View
Grant	Laborers	Miner, Class "c"	\$41.58	7B	1M	8Z	View
Grant	Laborers	Miner, Class "d"	\$41.86	7B	1M	8Z	View
Grant	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$41.58	7B	1M	8Z	View
Grant	Laborers	Mortar Mixer	\$41.58	7B	1M	8Z	View
Grant	Laborers	Nipper	\$41.04	7B	1M	8Z	View
Grant	Laborers	Nozzleman	\$41.58	7B	1M	8Z	View
Grant	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$41.31	7B	1M	8Z	View
Grant	Laborers	Pavement Breaker, 90 Lbs. & Over	\$41.58	7B	1M	8Z	View
Grant	Laborers	Pavement Breaker, Under 90 Lbs.	\$41.31	7B	1M	8Z	View
Grant	Laborers	Pipelayer	\$41.58	7B	1M	8Z	View
Grant	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate.	\$41.31	7B	1M	8Z	View
Grant	Laborers	Pipewrapper	\$41.58	7B	1M	8Z	View
Grant	Laborers	Plasterer Tenders	\$41.58	7B	1M	8Z	View
Grant	Laborers	Pot Tender	\$41.31	7B	1M	8Z	View
Grant	Laborers	Powderman	\$43.23	7B	1M	8Z	View
Grant	Laborers	Powderman Helper	\$41.31	7B	1M	8Z	View
Grant	Laborers	Power Buggy Operator	\$41.31	7B	1M	8Z	View
Grant	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$41.31	7B	1M	8Z	View
Grant	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$41.31	7B	1M	8Z	View
Grant	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$41.31	7B	1M	8Z	View
Grant	Laborers	Remote Equipment Operator	\$41.86	7B	1M	8Z	View
Grant	Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	\$41.31	7B	1M	8Z	View
Grant	Laborers	Rigger/signal Person	\$41.31	7B	1M	8Z	View
Grant	Laborers	Riprap Person	\$41.04	7B	1M	8Z	View
Grant	Laborers	Rodder & Spreader	\$41.31	7B	1M	8Z	View

Grant	Laborers	Sandblast Tailhoseman	\$41.04	7B	1M	8Z	View
Grant	Laborers	Scaffold Erector, Wood Or Steel	\$41.04	7B	1M	8Z	View
Grant	Laborers	Stake Jumper	\$41.04	7B	1M	8Z	View
Grant	Laborers	Structural Mover	\$41.04	7B	1M	8Z	View
Grant	Laborers	Tailhoseman (water Nozzle)	\$41.04	7B	1M	8Z	View
Grant	Laborers	Timber Bucker & Faller (by Hand)	\$41.04	7B	1M	8Z	View
Grant	Laborers	Track Laborer (rr)	\$41.04	7B	1M	8Z	View
Grant	Laborers	Traffic Control Laborer	\$38.94	7B	1M	9D	View
Grant	Laborers	Traffic Control Supervisor	\$39.94	7B	1M	9E	View
Grant	Laborers	Trencher, Shawnee	\$41.31	7B	1M	8Z	View
Grant	Laborers	Trenchless Technology Technician	\$41.58	7B	1M	8Z	View
Grant	Laborers	Truck Loader	\$41.04	7B	1M	8Z	View
Grant	Laborers	Tugger Operator	\$41.31	7B	1M	8Z	View
Grant	Laborers	Vibrators, All	\$41.58	7B	1M	8Z	View
Grant	Laborers	Wagon Drills	\$41.31	7B	1M	8Z	View
Grant	Laborers	Water Pipe Liner	\$41.31	7B	1M	8Z	View
Grant	Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$41.86	7B	1M	8Z	View
Grant	Laborers	Well-point Person	\$41.04	7B	1M	8Z	View
Grant	Laborers	Wheelbarrow, Power Driven	\$41.31	7B	1M	8Z	View
Grant	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	A-frame Truck (single Drum)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Asphalt Plant Operator	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Backfillers (cleveland & Similar)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Bagley Or Stationary Scraper	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Batch Plant (over 4 Units)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Belt Finishing Machine	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$46.69	7B	4W	9A	View

Grant	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Bending Machine	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Bit Grinders	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Blower Operator (cement)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Boat Operator	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Bob Cat (skid Steer)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Bolt Threading Machine	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Boom Cats (side)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Boring Machine (earth)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Boring Machine (Rock Under 8" Bit - Quarry Master, Joy Or Similar)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Boring Machine (rock Under 8" Bit) (quarry Master, Joy Or Similar)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Bump Cutter (wayne, Saginaw Or Similar)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Cableway Controller (dispatcher)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Cableway Operators	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Canal Lining Machine (concrete)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Cement Hog	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Clamshell, Dragline	\$48.66	7B	4W	9A	View
Grant	Power Equipment Operators	Compactor (self-propelled With Blade)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Pump Boon Truck	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Saw (multiple Cut)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Concrete Slip Form Paver	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$45.76	7B	4W	9A	View

Grant	Power Equipment Operators	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$49.16	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$49.66	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$48.66	7B	4W	9A	View
Grant	Power Equipment Operators	Crusher Feeder	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Deck Engineer	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Deck Hand	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Distributor Leverman	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Ditch Witch Or Similar	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Dope Pots (power Agitated	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Dozer, 834 R/t & Similar	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Drill Doctor	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Driller Licensed	\$48.66	7B	4W	9A	View
Grant	Power Equipment Operators	Drillers Helper	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Drilling Equipment (8" Bit & Over - Robbins, Reverse Circulation & Similar)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Drilling Equipment (8" Bit & Over) (robbins, Reverse Circulation & Similar)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Elevating Belt (holland Type)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$46.69	7B	4W	9A	View

Grant	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Elevator Hoisting Materials	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Fireman & Heater Tender	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Gin Trucks (pipeline)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Grade Checker	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Gunite Combination Mixer & Compressor	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	H.d. Mechanic	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	H.d. Welder	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Heavy Equipment Robotics Operator	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Helicopter Pilot	\$48.66	7B	4W	9A	View
Grant	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Hoe Ram	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Hoist, Single Drum	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$48.66	7B	4W	9A	View
Grant	Power Equipment Operators	Locomotive Engineer	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Longitudinal Float	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Master Environmental Maintenance Technician	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Mixer (portable - Concrete)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Mixermobile	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Mucking Machine	\$46.69	7B	4W	9A	View

Grant	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Paving (dual Drum)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Piledriving Engineers	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Plant Oiler	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Posthole Auger Or Punch	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Power Broom	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Pump (grout Or Jet)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Pumpman	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Quad-track Or Similar Equipment	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Roto Mill (pavement Grinder)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Rotomill Groundsman	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Scrapers, All, Rubber-tired	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Screed Operator	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Shovels (3 Yds. & Over)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Shovels (under 3 Yds.)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$47.01	7B	4W	9A	View
Grant	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Spray Curing Machine (concrete)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Spreader Box (self-propelled)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Spreader Machine	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Steam Cleaner	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators		\$46.08	7B	4W	9A	View

		Straddle Buggy (ross & Similar On Construction Job Only)					
Grant	Power Equipment Operators	Surface Heater & Planer Machine	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Traverse Finish Machine	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Tug Boat Operator	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Tugger Operator	\$46.08	7B	4W	9A	View
Grant	Power Equipment Operators	Turnhead (with Re-screening)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Turnhead Operator	\$46.69	7B	4W	9A	View
Grant	Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$47.29	7B	4W	9A	View
Grant	Power Equipment Operators	Vacuum Blasting Machine Operator	\$47.56	7B	4W	9A	View
Grant	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$46.85	7B	4W	9A	View
Grant	Power Equipment Operators	Welding Machine	\$45.76	7B	4W	9A	View
Grant	Power Equipment Operators	Whirleys & Hammerheads, All	\$47.56	7B	4W	9A	View
Grant	Surveyors	All Classifications	\$28.57	0	1		View
Grant	Traffic Control Stripers	Journey Level	\$47.68	7A	1K		View
Grant	Truck Drivers	Asphalt Mix Over 20 Yards	\$46.42	5D	1V	8M	View
Grant	Truck Drivers	Asphalt Mix To 20 Yards	\$46.05	5D	1V	8M	View
Grant	Truck Drivers	Dump Truck	\$46.05	5D	1V	8M	View
Grant	Truck Drivers	Dump Truck & Trailer	\$46.42	5D	1V	8M	View
Grant	Truck Drivers	Other Trucks	\$45.94	5D	1V	8M	View

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

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.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Overtime Codes Continued

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

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

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.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Overtime Codes Continued

3. 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.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

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.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

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.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Overtime Codes Continued

4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. 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, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) 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 over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday 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 shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Overtime Codes Continued

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

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

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

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

- W. 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.

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

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Overtime Codes Continued

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

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

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

Holiday Codes

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

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

5. 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 Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
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.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

7. D. **Paid Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). **Unpaid Holidays:** President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. **Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. **Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. **Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. **Holidays:** New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. **Holidays:** New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. **Holidays:** New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. **Holidays:** New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. **Holidays:** New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. **Paid Holidays:** New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

7. 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.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial 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.
15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the 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.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

15. D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
- E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- 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.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Note Codes Continued

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

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Note Codes Continued

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

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

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

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

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std. Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW 39.12.010

(The definition of "locality" in RCW 39.12.010(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

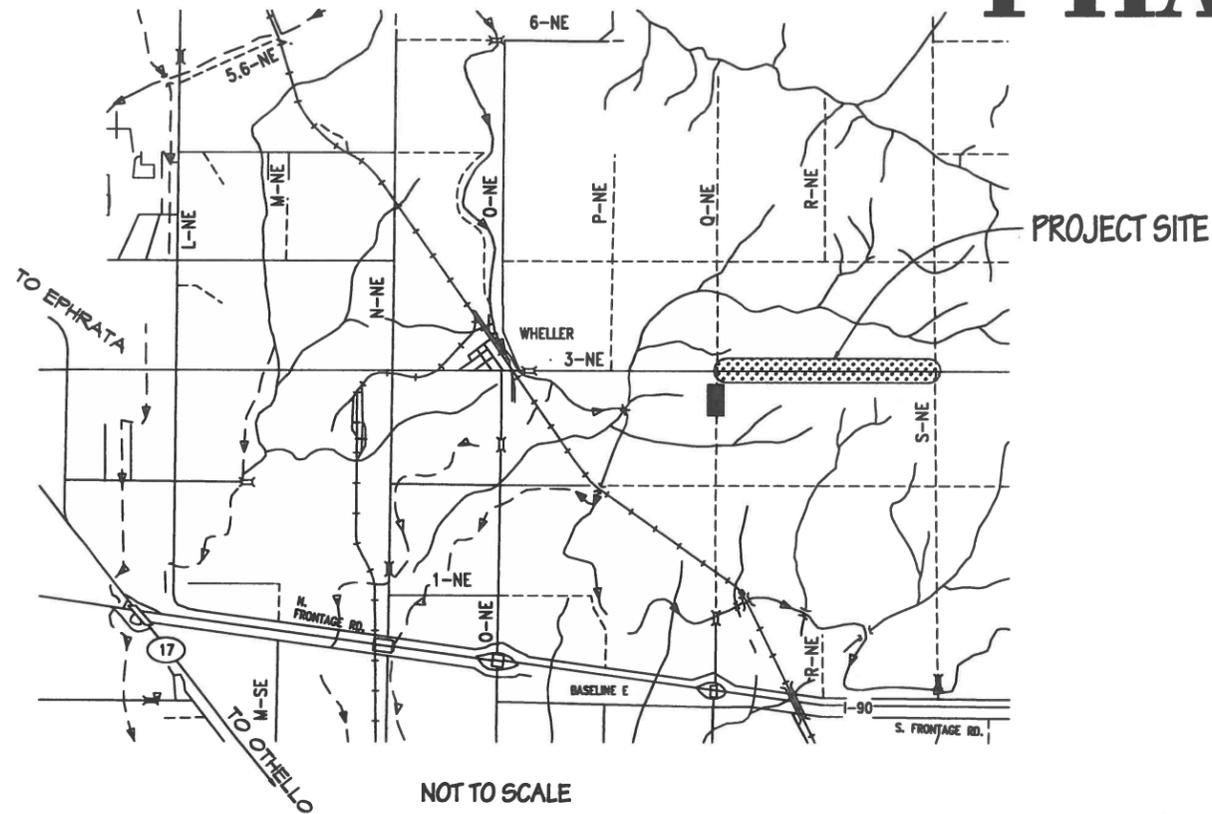
(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

3-NE ROAD RECONSTRUCTION PROJECT PHASE 2



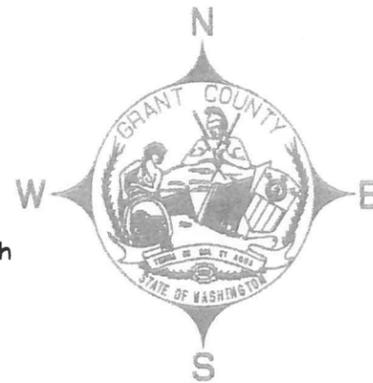
SHEET	DESCRIPTION
1	INDEX & VICINITY MAP
2	SUMMARY OF QUANTITIES
3	STRUCTURE NOTES
4-10	PLAN AND PROFILE
11	TYPICAL X-SECTIONS
12	TRAFFIC CONTROL PLAN

LEGEND

- | | | | |
|--|----------------|--|----------------|
| | POWER POLE | | CONTROL POINT |
| | TELEPHONE PED. | | MAILBOX |
| | FENCE LINE | | ROAD CUT |
| | CULVERT | | ROAD FILL |
| | ROW | | SECTION CORNER |
| | | | 1/4 CORNER |

Miscellaneous

- BD = Bottom of Ditch
- CROSS = Crossing Pipe
- F = Farm Approach
- PLAN = Elevation on Plans
- MON = Monument
- ROAD = County Road Approach
- CP = Catch Point
- R/W = Right of Way
- LC = Length of Curve



**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



**3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2**

CRP 19-08

DESIGNED BY: BOB BERSANTI
CHECKED BY: KEITH M. ELEFSON
APPROVED BY: KEITH M. ELEFSON
REVISIONS BY:
DATE REVISED: 7/13/2020
FEDERAL AID NO.: STPR-P130(006)



DATE: 7/20/2020

SHEET
1
OF
12

SUMMARY OF QUANTITIES

CRP 19-08
3-NE
STA. 111+40
TO
STA. 218+00

ITEM NO.	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION				
PREPARATION							
1	1	L.S.	Mobilization	1			
2	1	L.S.	Clearing and Grubbing	1			
GRADING							
3	39,630	S.Y.	Rotomilling Bituminous Pavement	39,630			
4	3,952	C.Y.	Roadway Excavation Including Haul	3,952			
5	2,284	C.Y.	Embankment Compaction	2,284			
DRAINAGE							
6	35	L.F.	Plain Steel Culvert Pipe 0.064" Th. - 12" Diameter	35			
7	240	L.F.	Plain Steel Culvert Pipe 0.064" Th. - 18" Diameter	240			
SURFACING							
8	24,000	TON	Crushed Surfacing Base Course	24,000			
9	96	TON	Crushed Surfacing Top Course For Approaches	96			
HOT MIX ASPHALT							
10	7,000	TON	HMA Cl. 1/2 IN. PG64-28 Paving Asphalt	7,000			
11	-1	Calc.	Job Mix Compliance Price Adjustment	-1			
12	-1	Calc.	Compaction Price Adjustment	-1			
TRAFFIC							
13	29,385	L.F.	Paint Line	29,385			
14	2.0	MILE	Centerline Rumble Strip	2.0			
15	4.0	MILE	Shoulder Rumble Strip Type 3	4.0			
16	1	L.S.	Project Temporary Traffic Control	1			
OTHER ITEMS							
17	1	L.S.	SPCC Plan	1			
18	4	EACH	Monument	4			
19	1	L.S.	Trimming and Cleanup	1			
20	4	ACRE	Seeding, Fertilizing and Mulching with Roadside Mix	4			
21	\$1.00	Dol.	Minor Change	\$1.00			

NOTE: For Special Features See Special Provisions.

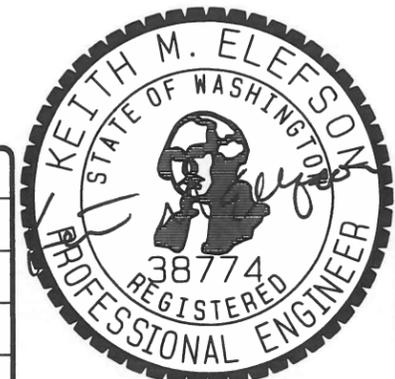
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**3-NE ROAD
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PHASE 2**

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SHEET
2
OF
12

STRUCTURE NOTES

NOTE: THE FIRST NUMBER OF THE "CODE" REFERS TO THE PLAN SHEET NUMBER OF THE CONTRACT PLANS. THE SECOND NUMBER REFERS TO THE CONSTRUCTION FEATURE FOUND ON THE PARTICULAR SHEET.

CODE	LOCATION	R/L	ELEV.	MISC.	Plain Steel Culvert Pipe 0.064" Th. - 12" Dia. L.F.	Plain Steel Culvert Pipe 0.064" Th. - 18" Dia. L.F.	Crushed Surfacing Top Course For Approaches TONS	Crushed Surfacing Base Course TONS	Monument EACH	REMARKS
4-1	STA. 112+00 TO 112+20	R	PLAN	F			2			4,7
5-1	STA. 124+40 TO 124+60	L	PLAN	F	35		2			1,2,3,7
5-2	STA. 137+55.06	CL	PLAN	MON					1	5,6
6-1	STA. 150+80 TO 151+00	L	PLAN	F			2			4,7
7-1	STA. 164+00 TO 164+20	R	PLAN	F			2			4,7
7-2	STA. 164+12.37	CL	PLAN	MON					1	5,6
7-3	STA. 165+30	L/R	BD	CROSS		60				1,2,3,7
8-1	STA. 176+90 TO 177+10	R	PLAN	F			2			4,7
8-2	STA. 177+10 TO 177+30	L	PLAN	F			2			4,7
8-3	STA. 186+00	L/R	BD	CROSS		60				1,2,3,7
9-1	STA. 190+24.11	CL	PLAN	MON					1	5,6
10-1	STA. 203+20 TO 203+40	R	PLAN	F			2			4,7
10-2	STA. 206+00 TO 206+20	R	PLAN	F			2			4,7
10-3	STA. 210+30	L/R	BD	CROSS		60				1,2,3,7
10-4	STA. 216+54 TO 216+82	R	PLAN	ROAD			40	120		4
10-5	STA. 216+54 TO 216+82	R	PLAN	ROAD			40	120		4
10-6	STA. 216+68.89	CL	PLAN	MON					1	5,6
10-7	STA. 217+75	L/R	BD	CROSS		60				1,2,3,7
PAGE TOTALS					35	240	96	240	4	

GENERAL NOTES

Miscellaneous

- BD = Bottom of Ditch
- CP = Catch point
- CROSS = Crossing Pipe
- F = Farm
- PLAN = Elevation on Plans
- MON = Monument
- ROAD = Road Approach

GENERAL NOTES

1. Field adjust termini as directed by the engineer.
2. Install 4:1 beveled end sections per standard plans.
3. Remove existing culvert and salvage to contractor.
4. Quantities for embankment and roadway excavation are included in plan quantities whether shown or not.
5. Remove existing monument, if necessary, and case and cover and salvage to contractor.
6. Install monument and case and cover per standard plans.
7. Place crushed surfacing top course on approach.

NOTE: For Special Features See Special Provisions.

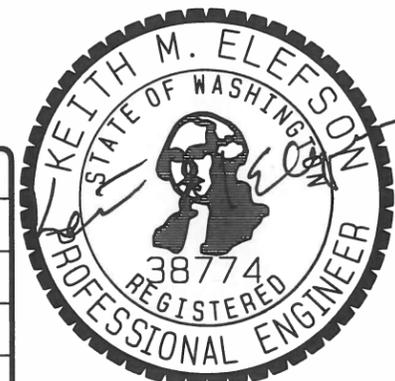
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3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2

CRP 19-08

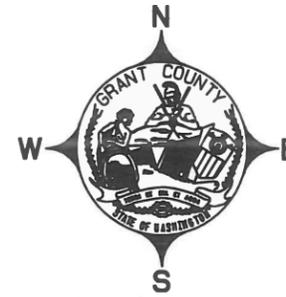
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DATE: 7/20/2020

SHEET
3
OF
12

TOWNSHIP 19N., RANGE 29E. W.M.



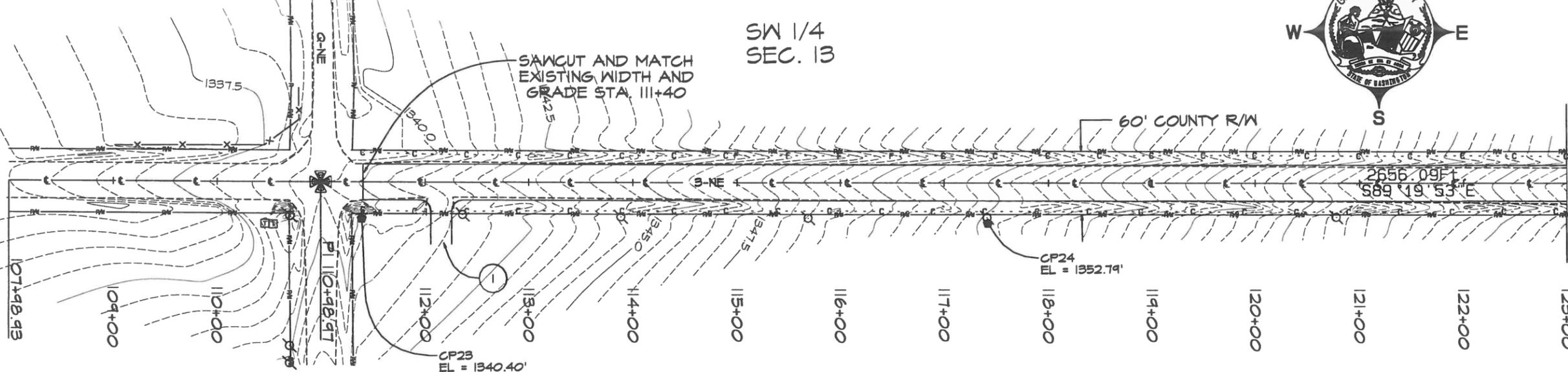
SW 1/4
SEC. 13

SAWCUT AND MATCH
EXISTING WIDTH AND
GRADE STA. 111+40

60' COUNTY R/W

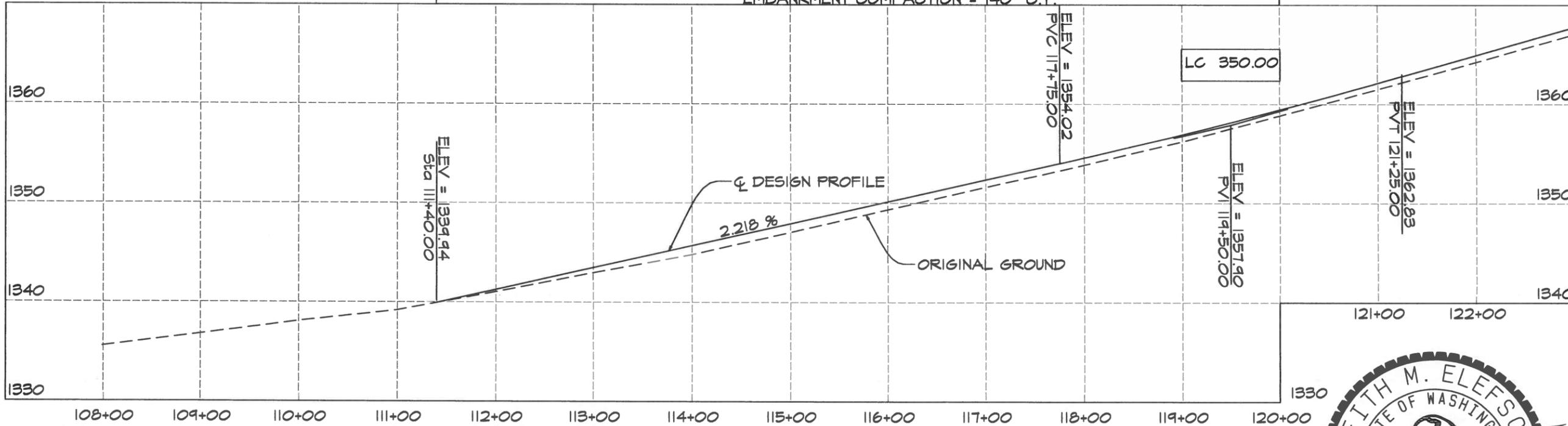
2656.09 FT
S89°19'53"E

123+00
MATCHLINE STA 123+00.00
SEE SHEET 5



NW 1/4
SEC. 24

ROADWAY EXCAVATION = 410 C.Y.
EMBANKMENT COMPACTION = 140 C.Y.



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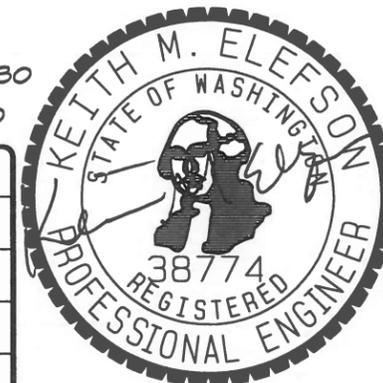


3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2



CRP 19-08

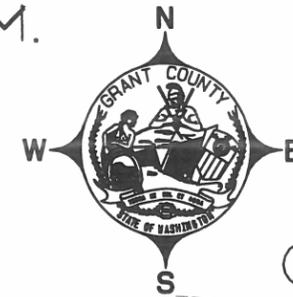
DESIGNED BY: BOB BERSANTI
CHECKED BY: KEITH M. ELEFSON
APPROVED BY: KEITH M. ELEFSON
REVISIONS BY:
DATE REVISED: 7/13/2020
FEDERAL AID NO.: STPR-P130(006)



DATE: 7/20/2020

SHEET
4
OF
12

TOWNSHIP 19N., RANGE 29E. W.M.

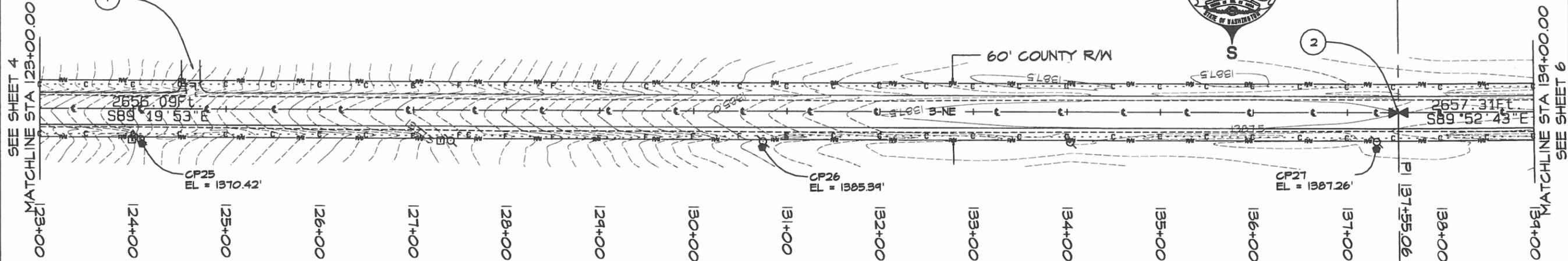


SW 1/4
SEC. 13

SE 1/4
SEC. 13

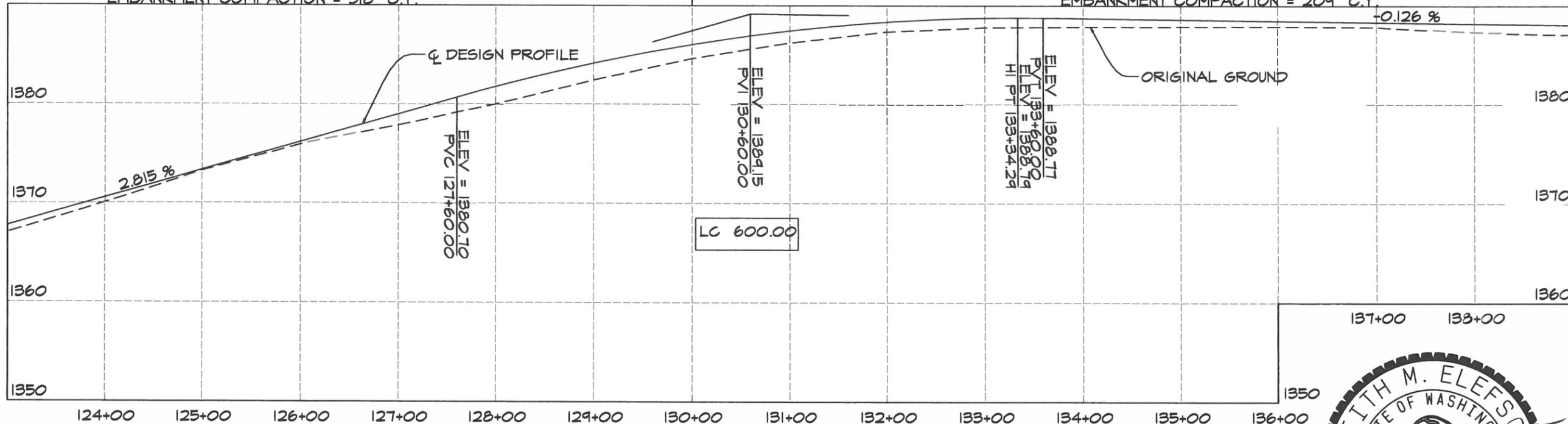
NW 1/4
SEC. 24

NE 1/4
SEC. 24



ROADWAY EXCAVATION = 480 C.Y.
EMBANKMENT COMPACTION = 518 C.Y.

ROADWAY EXCAVATION = 323 C.Y.
EMBANKMENT COMPACTION = 209 C.Y.



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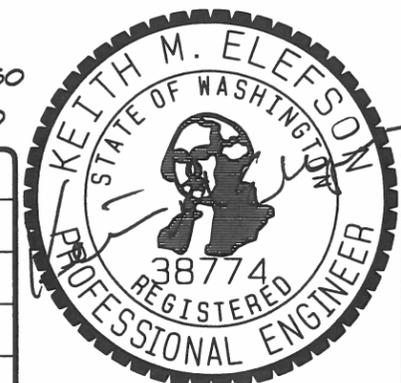


3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2



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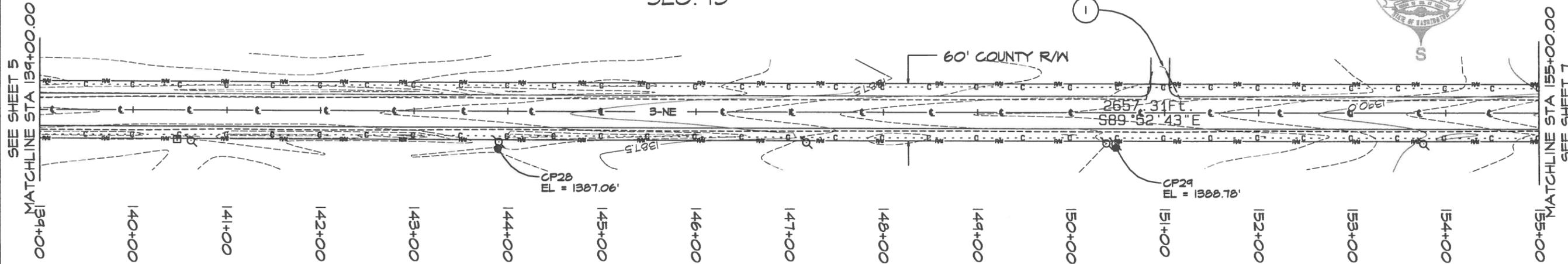
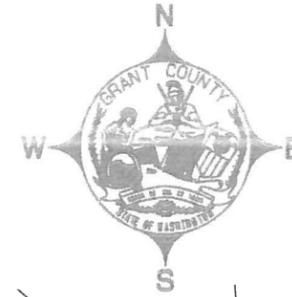


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SHEET
5
OF
12

TOWNSHIP 19N., RANGE 29E. W.M.

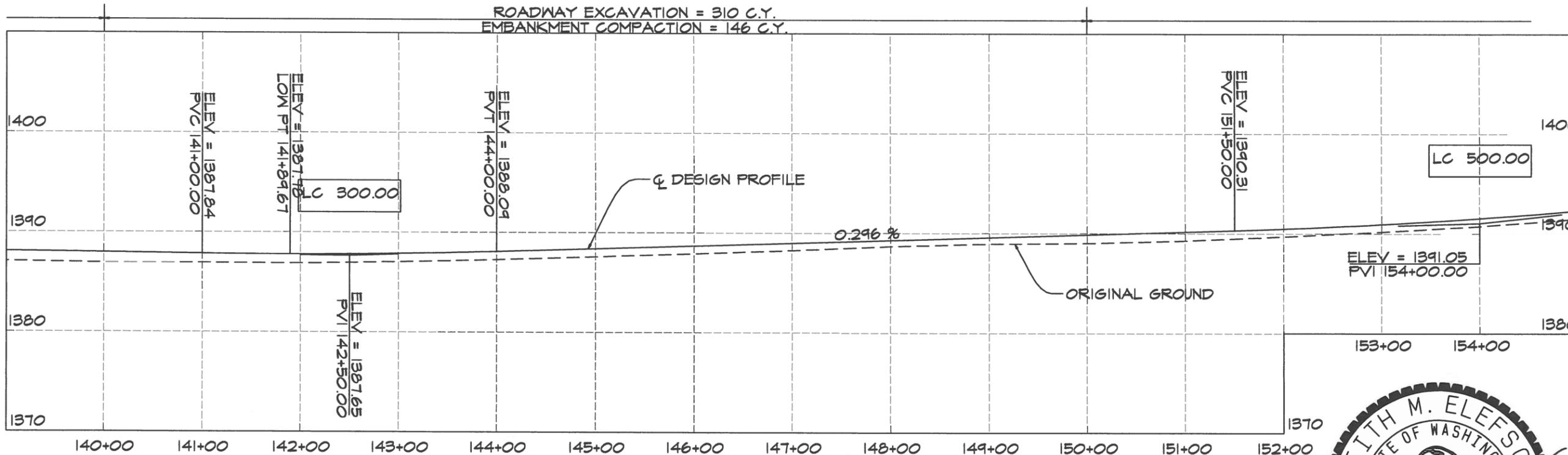
SE 1/4
SEC. 13



NE 1/4
SEC. 24

NO VIBRATORY ROLLERS
WITHIN 25' EITHER SIDE
OF USBR CROSSING

ROADWAY EXCAVATION = 310 C.Y.
EMBANKMENT COMPACTION = 146 C.Y.



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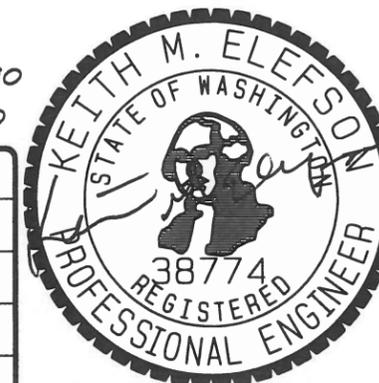


3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2



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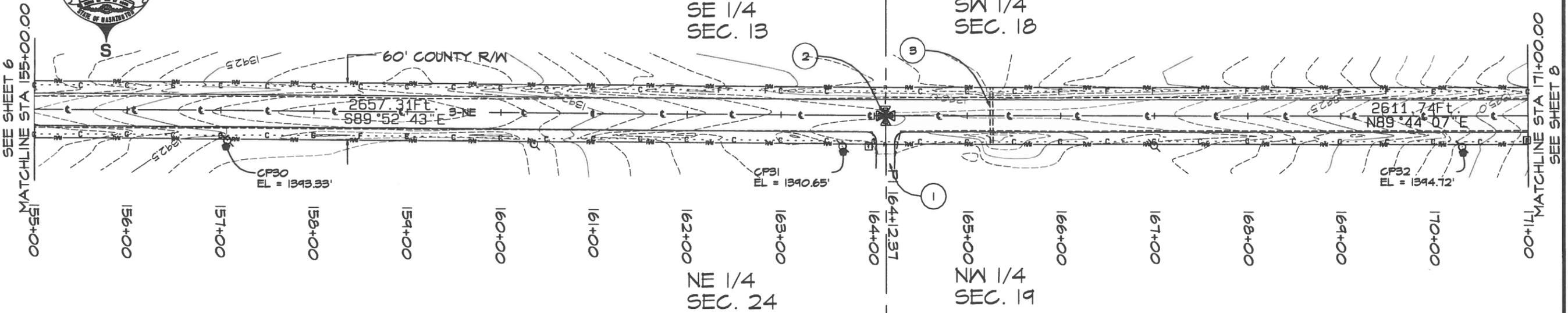


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SHEET
6
OF
12

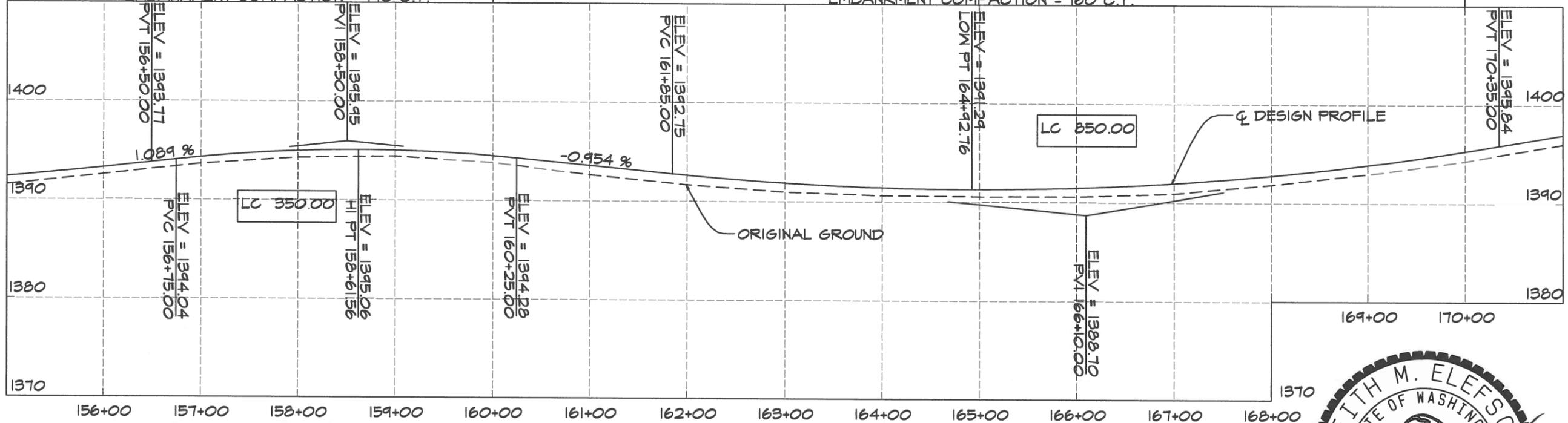
TOWNSHIP 19N., RANGE 29E. W.M.

TOWNSHIP 19N., RANGE 30E. W.M.



ROADWAY EXCAVATION = 262 C.Y.
EMBANKMENT COMPACTION = 140 C.Y.

ROADWAY EXCAVATION = 196 C.Y.
EMBANKMENT COMPACTION = 160 C.Y.



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3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2



CRP 19-08

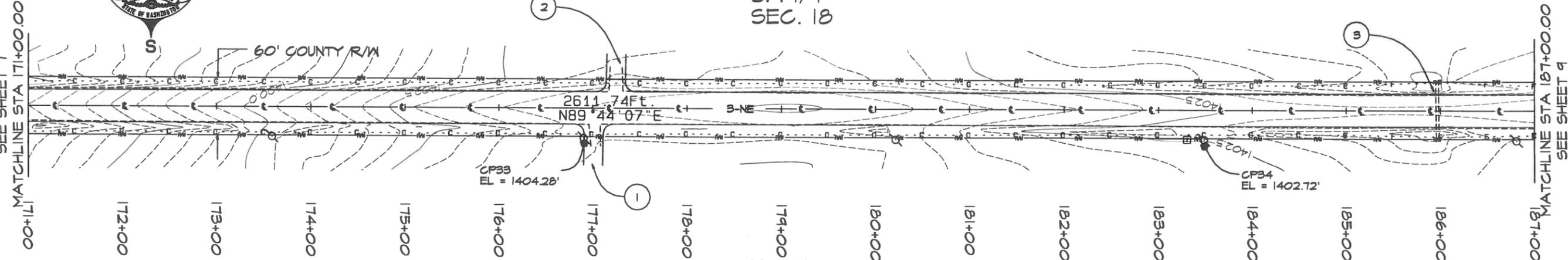
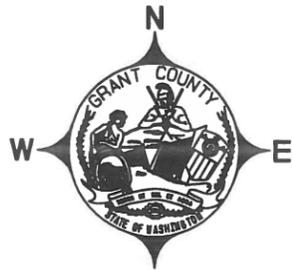
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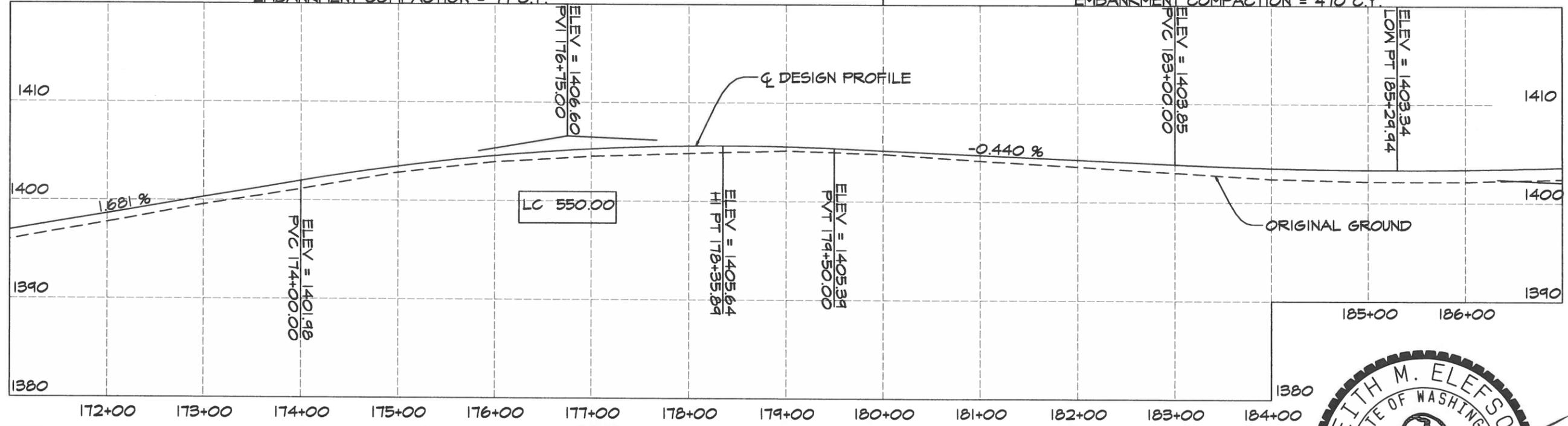
SHEET
7
OF
12

TOWNSHIP 19N., RANGE 30E. W.M.



ROADWAY EXCAVATION = 403 C.Y.
EMBANKMENT COMPACTION = 77 C.Y.

ROADWAY EXCAVATION = 189 C.Y.
EMBANKMENT COMPACTION = 470 C.Y.



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3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2



CRP 19-08

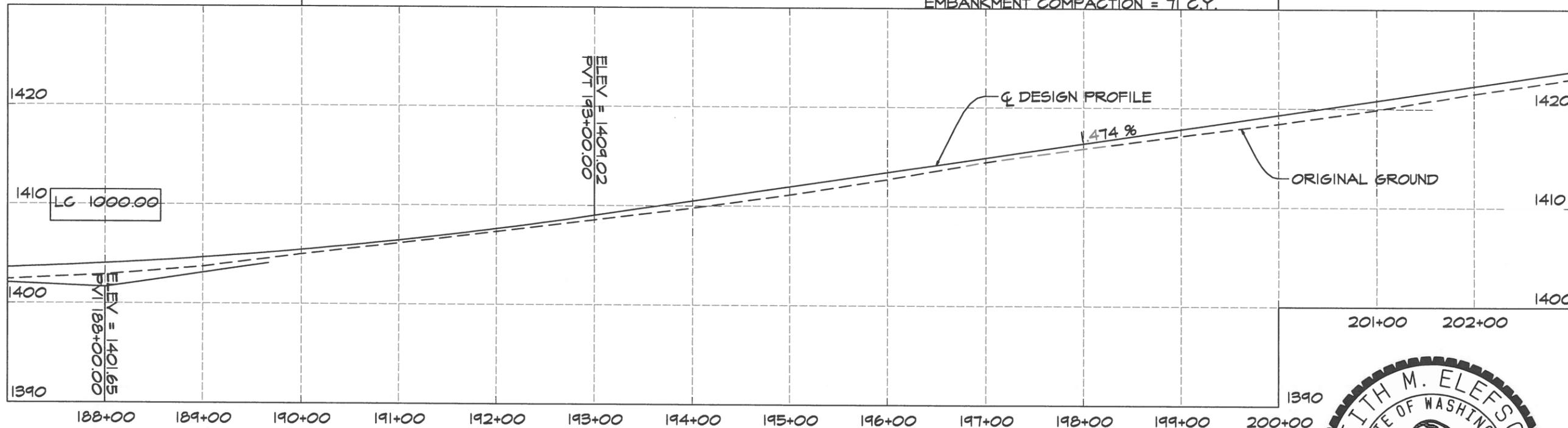
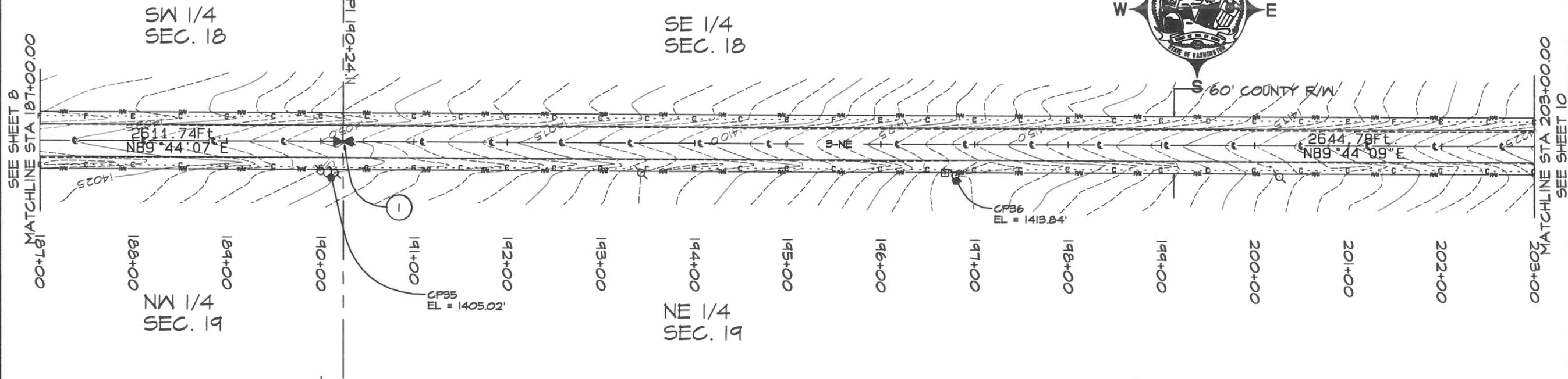
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SHEET
8
OF
12

TOWNSHIP 19N., RANGE 30E. W.M.

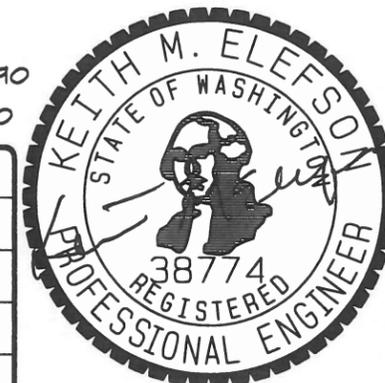


3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2



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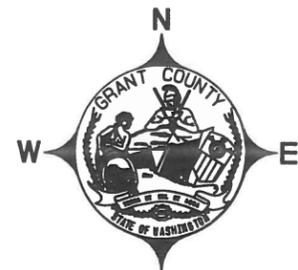
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SHEET
9
OF
12

TOWNSHIP 19N., RANGE 30E. W.M.



SE 1/4
SEC. 18

SW 1/4
SEC. 17

SAWCUT AND MATCH
EXISTING WIDTH AND
GRADE STA. 218+00

NE 1/4
SEC. 19

NW 1/4
SEC. 20

SEE SHEET 9

MATCHLINE STA 203+00.00

S 60' COUNTY R/W

2644.78Ft
N89°44'09"E

50' RADIUS TYPICAL
ALL FOUR CORNERS

CP37
EL = 1423.32'

CP38
EL = 1423.68'

CP39
EL = 1425.71'

204+00

205+00

206+00

207+00

208+00

209+00

210+00

211+00

212+00

213+00

214+00

215+00

216+00

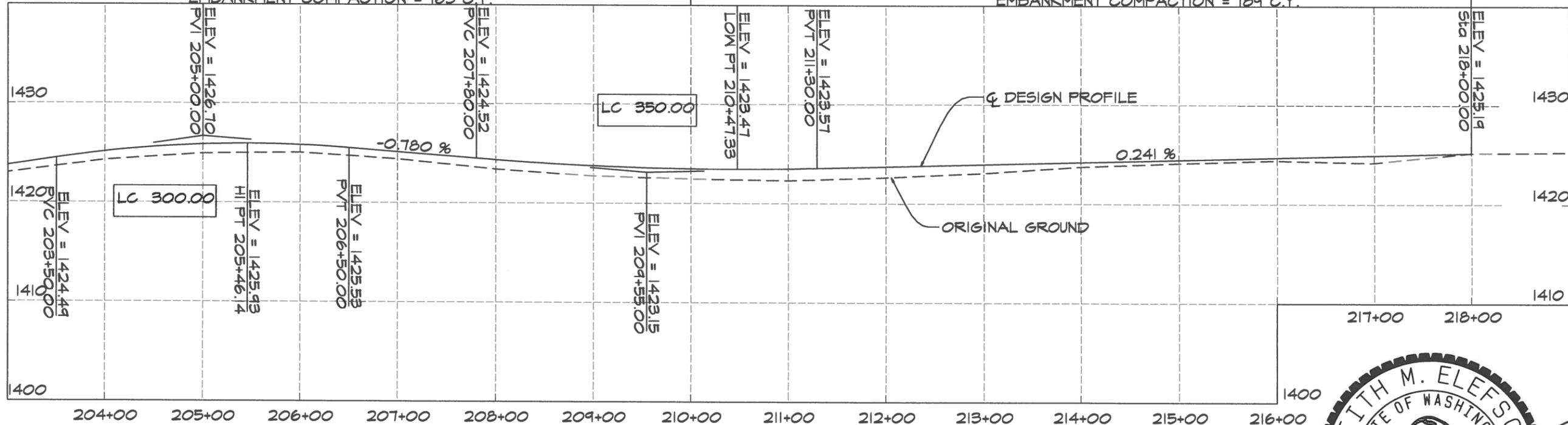
217+00

218+00

219+00

ROADWAY EXCAVATION = 164 C.Y.
EMBANKMENT COMPACTION = 163 C.Y.

ROADWAY EXCAVATION = 623 C.Y.
EMBANKMENT COMPACTION = 189 C.Y.



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3-NE ROAD
RECONSTRUCTION PROJECT
PHASE 2



CRP 19-08

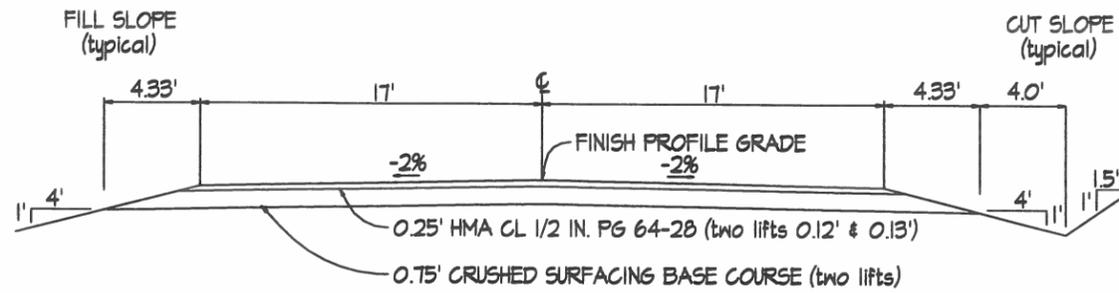
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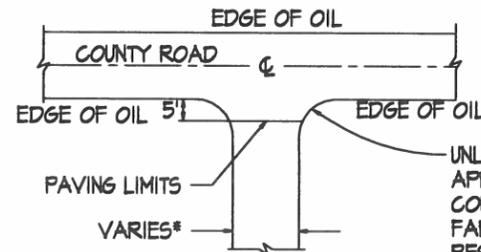
DATE: 7/20/2020

SHEET
10
OF
12

TYPICAL ROADWAY SECTION



TYPICAL APPROACH



UNLESS OTHERWISE NOTED ON THE PLANS
 APPROACH RADII WILL BE AS FOLLOWS:
 COUNTY ROAD 30' RADIUS
 FARM APPROACH 15' RADIUS
 RESIDENTIAL APPROACH 10' RADIUS
 COMMERCIAL APPROACH 20' RADIUS
 " SEE STRUCTURE NOTES FOR LOCATIONS"

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3-NE ROAD
 RECONSTRUCTION PROJECT
 PHASE 2

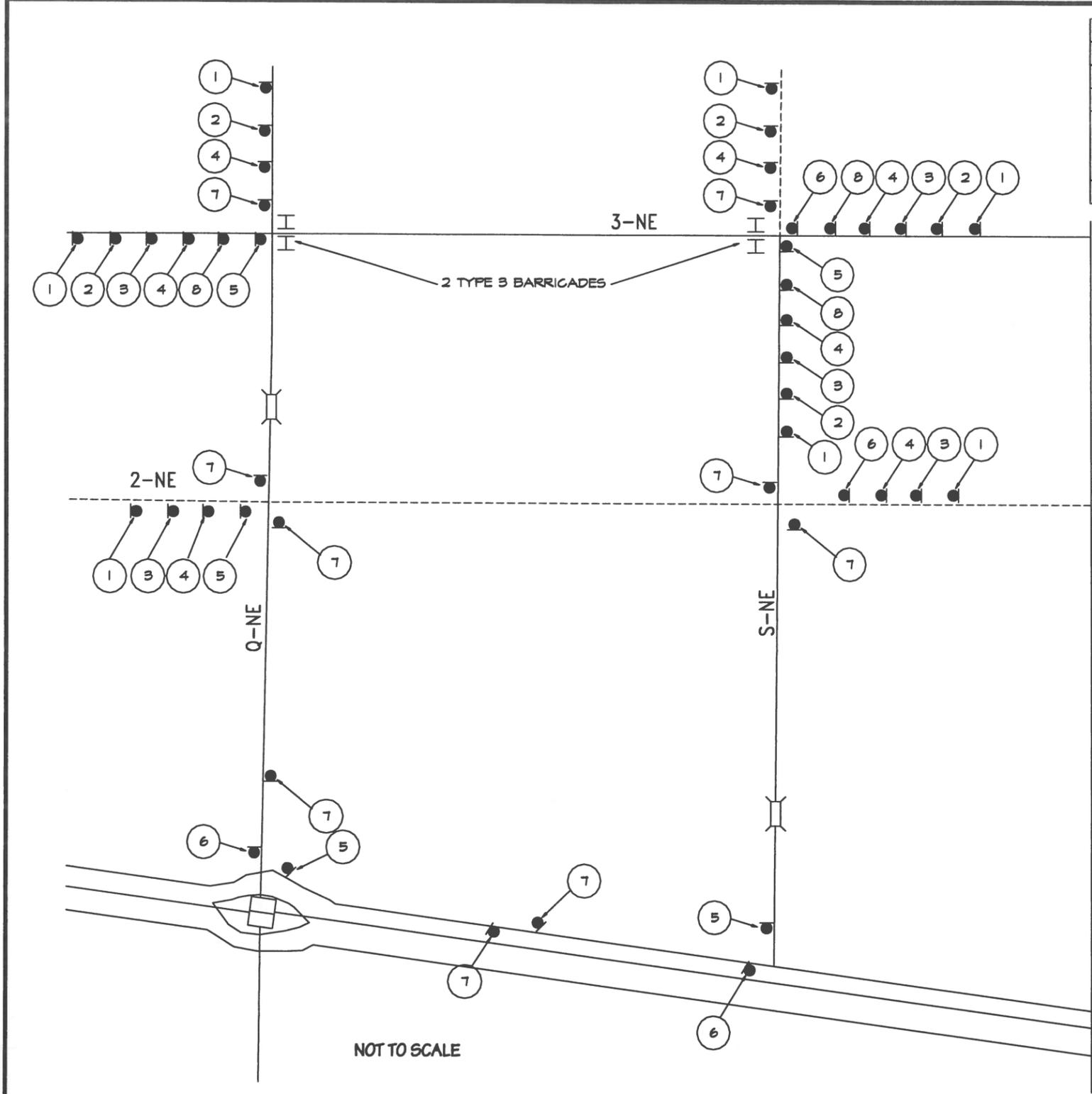
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SHEET
 11
 OF
 12



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 RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200+/-
BUSINESS DISTRICTS		
URBAN STREETS	25 MPH/LESS	100+/-

- QTY.
- ① 7 36" 36" W20-1
 - ② 5 30" 60" 3-NE CLOSED TO THRU TRAFFIC W20-1
 - ③ 5 36" 36" W20-1
 - ④ 7 36" 36" W20-1
- 12" 3-NE PLAQUE

- QTY.
- ⑤ 5 30" 24" M4-9 R
 - ⑥ 4 30" 24" M4-9 L
 - ⑦ 9 24" 24" M4-9 ARROW UP
 - ⑧ 2 24" 30" W21-170L
 - ⑨ 4 36" 48" ROAD CLOSED R11-2

ALL SIGNS, EXCEPT #9, SHALL BE BLACK AND ORANGE

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3-NE ROAD RECONSTRUCTION PROJECT PHASE 2

CRP 19-08

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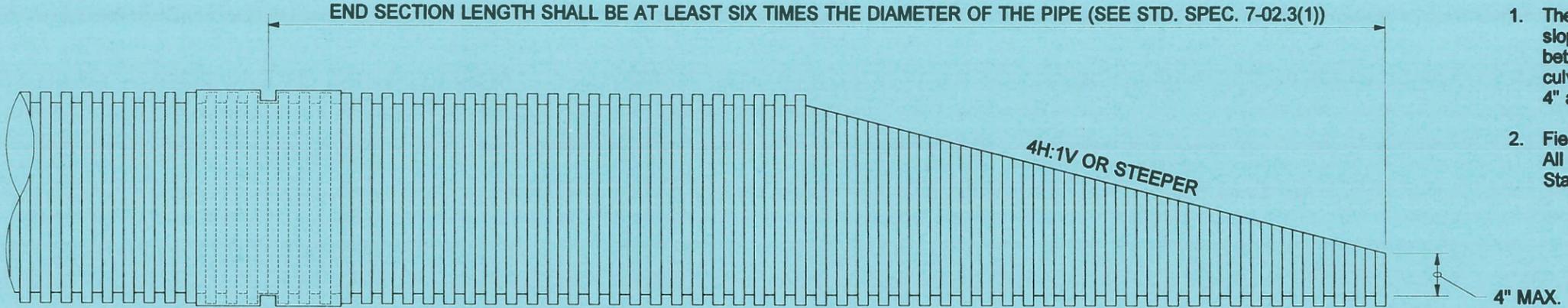


DATE: 7/20/2020

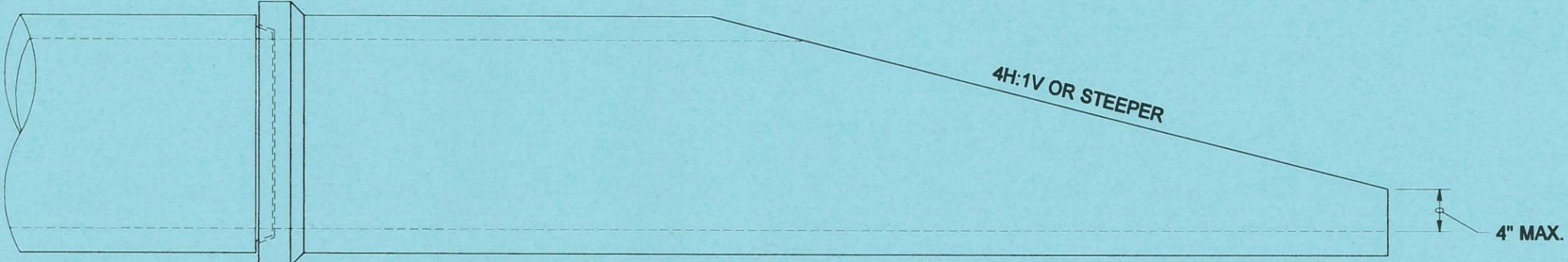
SHEET 12 OF 12

NOTES

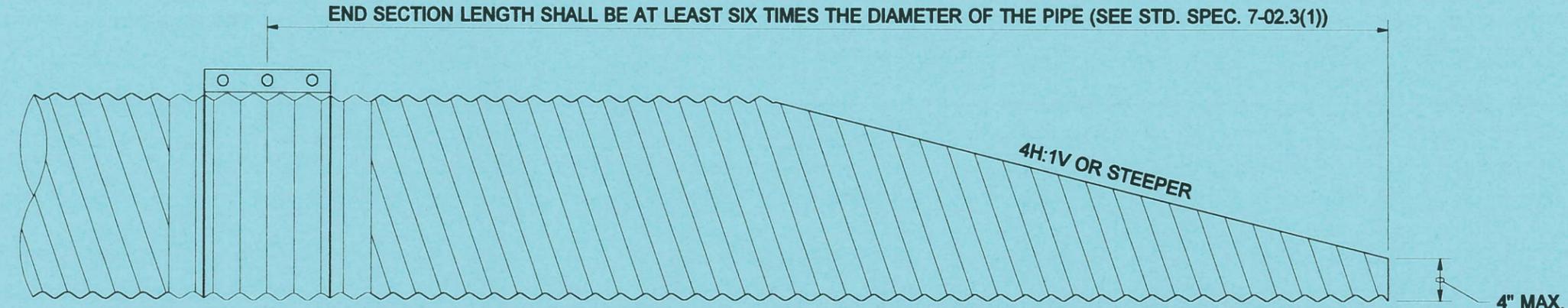
1. The culvert ends shall be beveled to match the embankment or ditch slope and shall not be beveled flatter than 4H:1V. When slopes are between 4H:1V and 6H:1V, shape the slope in the vicinity of the culvert end to ensure that no part of the culvert protrudes more than 4" above the ground line.
2. Field cutting of culvert ends is permitted when approved by the Engineer. All field-cut culvert pipe shall be treated with treatment as shown in the Standard Specifications or General Special Provisions.



THERMOPLASTIC PIPE

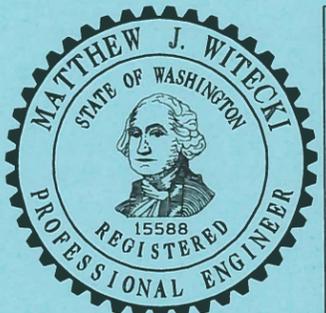


CONCRETE PIPE



METAL PIPE

FOR CULVERTS 30" DIAMETER OR LESS



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT UNLESS IT IS REGISTERED AND APPROVED FOR PUBLICATION. IT IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

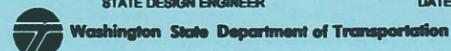
**BEVELED END SECTIONS
STANDARD PLAN B-70.20-00**

SHEET 1 OF 1 SHEET

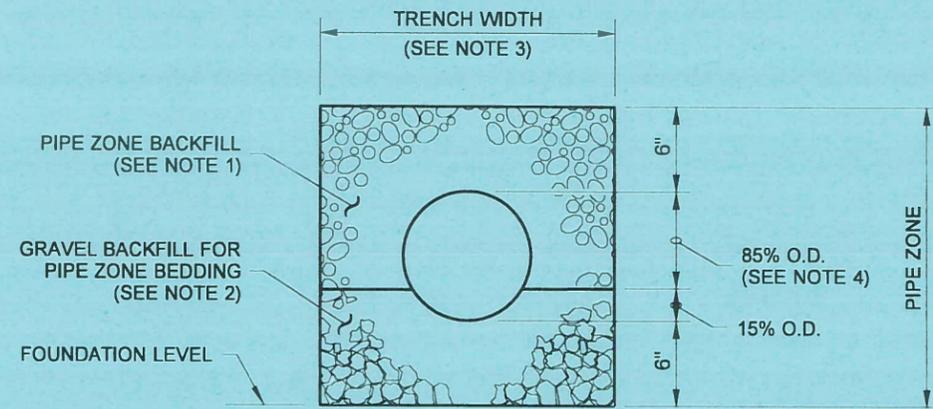
APPROVED FOR PUBLICATION

Harold J. Peterfeso 06-01-06

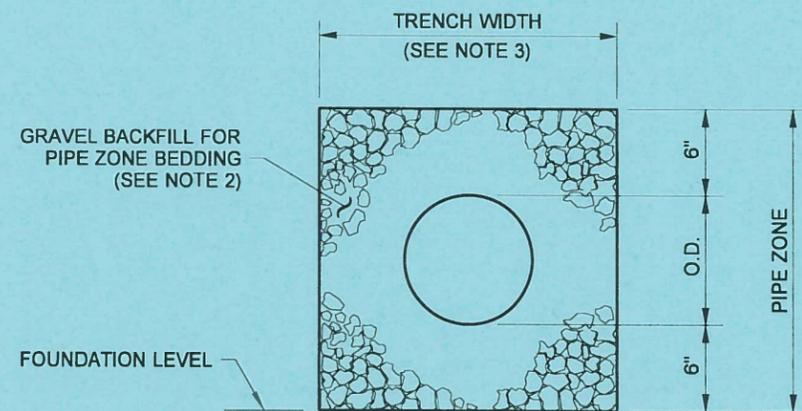
STATE DESIGN ENGINEER DATE



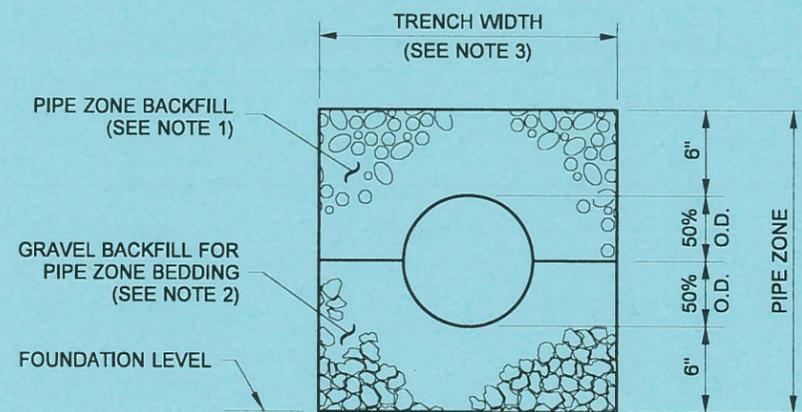
DRAWN BY: FERN LIDDELL



CONCRETE AND DUCTILE IRON PIPE



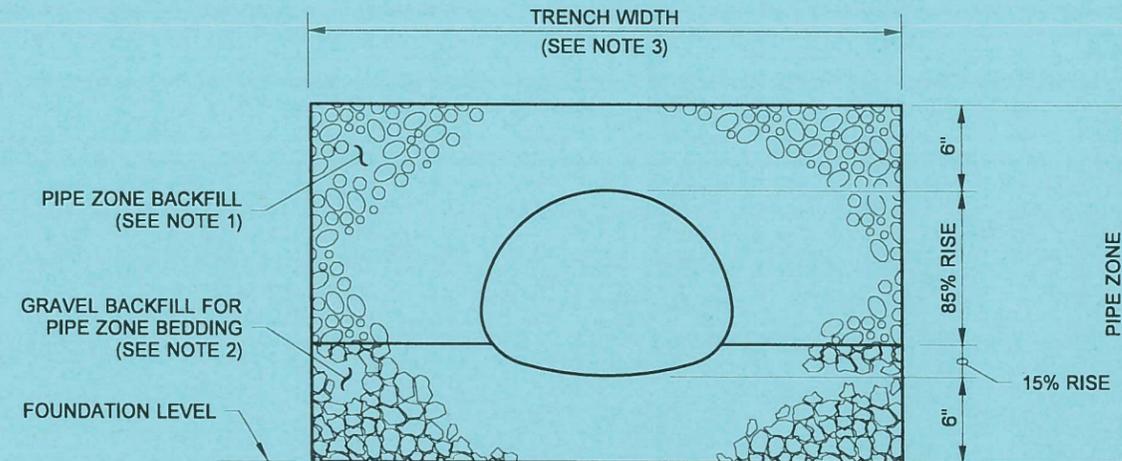
THERMOPLASTIC PIPE



METAL AND STEEL RIB REINFORCED POLYETHYLENE PIPE

NOTES

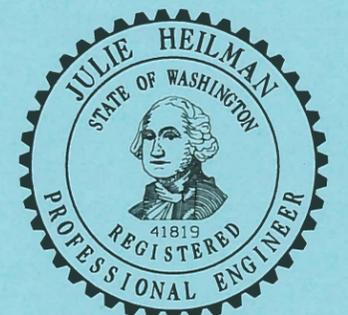
1. See **Standard Specifications Section 7-08.3(3)** for Pipe Zone Backfill.
2. See **Standard Specifications Section 9-03.12(3)** for Gravel Backfill for Pipe Zone Bedding.
3. See **Standard Specifications Section 2-09.4** for Measurement of Trench Width.
4. For sanitary sewer installation, concrete pipe shall be bedded to spring line.



PIPE ARCHES

CLEARANCE BETWEEN PIPES FOR MULTIPLE INSTALLATIONS

PIPE	SIZE	MINIMUM DISTANCE BETWEEN BARRELS
CIRCULAR PIPE (DIAMETER)	UP TO 48"	24"
METAL PIPE ARCH (SPAN)	48" AND LARGER	DIAMETER/2 OR 36" WHICHEVER IS LESS



Heilman, Julie
Feb 20 2018 12:56 PM

PIPE ZONE BEDDING AND BACKFILL

STANDARD PLAN B-55.20-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Carpenter, Jeff
Feb 27 2018 8:01 AM

STATE DESIGN ENGINEER

