

CITY OF WOODLAND WASHINGTON

**CONTRACT DOCUMENTS FOR
Construction of**

Lakeshore Drive Pavement and Pedestrian Improvements Woodland Washington

TA7131

Federal Aid No. STPUS 6881(001)

July 06, 2022 Bid Set



Prepared For:

City of Woodland
P.O. Box 9; 236B Davidson Ave.
Woodland, WA 98674
Tracy Coleman
Public Works Director

Prepared By:

Harper Houf Peterson Righellis Inc.
1220 Main St., Suite 150
Vancouver, WA 98660
(360) 750-1131

APPROVED BY _____

DATE 7-25-22



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INVITATION TO BID

City of Woodland Lakeshore Drive Pavement and Pedestrian Improvements Project

The following project will be accomplished as a **PUBLIC WORKS PROJECT** and is subject to State of Washington and Davis-Bacon prevailing wage laws. A Washington State Department of Transportation Federal Aid Grant is funding a portion of this project.

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City of Woodland at the Public Works Administration Office, 236B Davidson Ave, Woodland, WA 98674 until AUGUST 24, 2022, at 10 AM. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland, P.O. Box 9, Woodland, Washington 98674. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. Sealed bids will be publicly opened and read at 10:05 AM on AUGUST 24, 2022 at the City of Woodland Public Works Administration Office, 236B Davidson Ave, Woodland, WA 98674. A contract will be awarded, or all bids rejected within 45 days after the bid opening.

PROJECT DESCRIPTION: Lakeshore Drive pavement from Goerig to the City Limits, project to include surface repairs and/or replacement, as well as path along a portion of the project length.

Plans and Specifications are on file at the City of Woodland Public Works, 236B Davidson Ave., Woodland, WA 98674, (360) 225-7999 and will be available on the City Website on AUGUST 3, 2022 <https://www.ci.woodland.wa.us/publicworks/page/rfbs>. Electronic copies of plans and specs will be issued by Harper Houf Peterson Righellis Inc. (HHPR), 1220 Main Street Suite 150, Vancouver, WA 98660, 360-750-1131, and will be available starting AUGUST 3, 2022. Electronic copies of plans and specifications are available via email at no cost, printed plans and specifications require a non-refundable fee of \$75 per set. A pre-bid conference will not be held. To check plan availability and/or plan holder's list contact HHPR. It is

the responsibility of the bidder to check Addenda before submitting bid.

Technical inquiries regarding the project should be directed to Bruce Haunreiter, Project Engineer, Harper Houf Peterson Righellis Inc., 1220 Main Street Suite 150, Vancouver, WA 98660, (360) 750-1131 (bruceh@hhpr.com). All proposals must be submitted on the regular form furnished with the specifications. Work shall be completed within eighty (80) working days after receipt of Notice to Proceed.

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

State Sales Taxes -- the provisions of Section 1-07.2(1) - Rule 171 – apply to this project. The Contractor shall include Washington State Retail Sales Taxes in the unit bid prices for the materials, equipment, and supplies purchased for this project.

All construction and material, unless otherwise specified, shall be in accordance with the 2020 Standard Specifications and Standard Plans for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of Woodland Engineering Standards for Construction.

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

The CITY OF WOODLAND reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

Publish Dates:

The Reflector legals@thereflector.com 8/3, 8/10 & 8/17

Oregon Daily Journal of Commerce mropp@dicoregon.com

Office of Minority and Women's Business Enterprises omwbewebadmin@omwbe.wa.gov

City website www.ci.woodland.wa.us

PART I
BIDDING
DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. Intent of Plans and Specifications

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

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of this compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs, which clearly could not have been anticipated by an experienced contractor in his/her examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions

Before making a proposal, the bidder shall examine the site of the work and ascertain for all the physical conditions in relation thereto. Failure to take this precaution shall not release bidder from his/her obligation as implied by the proposal he/she submits nor excuse bidder from performing the work in strict accordance with the requirements of the contract documents. No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Inclement Weather

The City of Woodland is subject to inclement weather through the winter and spring months. Severe rain and wind storms may occur in addition to snow and ice. The Contractor should be aware of the potential for inclement weather and plan the project accordingly.

5. Addenda and Interpretations of Documents

No interpretation of meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of Woodland, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed, faxed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

6. Preparation of Proposal

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of the bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he/she holds in the corporation. The address of the person, firm or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. Trench Safety System

Each bidder shall list in the Bid Proposal, in the bid item Shoring and Trench Safety, the amount included in the bid for trench and excavation safety, including sheeting, shoring, and bracing, or equivalent method for the protection of life and limb during all trench or structure excavation. Safety system shall conform to applicable State of Washington Construction Safety Orders. By listing this sum in the bid, the bidder warrants that his/her action does not convey tort liability to the Owner or the Engineer.

8. Alteration of Documents Prohibited

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

9. Submission of Proposal

Each proposal shall be completely sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to Woodland Public Works Office, 236B Davidson Ave, at or before 10:00 A.M. on AUGUST 24, 2022. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland, PO Box 9, Woodland, Washington 98674.

10. Modification of Proposal

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

11. Substitutions

Approval of materials to be used on the project and possible substitutions thereof shall not be addressed during the bidding process. Materials shall meet the specifications and the bids shall be based on specified items.

12. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue bonds in Washington in the amount of 5% of the bid. Such cash or checks will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of the bid. The successful bidder, upon his/her failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after bidder has received notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon a telegraphic, or delivered written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made in person, a written acknowledgment thereof will be required. After the scheduled closing time for filing bids, no bidder will be permitted to withdraw their proposal unless no award of contract has

been made prior to the expiration of forty-five (45) days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

14. Opening Bids

All bids will be opened at 10:05 A.M. on AUGUST 24, 2022, at Woodland City Council Chambers - 236B Davidson Ave, Woodland, WA 98674. All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

15. Award of Contract

Within forty-five (45) calendar days after the opening of the proposals, the Owner will accept one or more of the proposals or reject one or more bids for good cause. Performance and Payment Bonds in the amount of one-hundred percent of the contract price, with a Corporate Surety approved by the Owner, will be required for the faithful performance of the contract. The bond forms contained in the contract documents must be utilized. In addition all contractual forms contained in the Contract Documents will be required for the faithful performance of the contract.

16. Basis of Award

If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner.

17. Tied Bids

Tied bids will be resolved per the procedure in the Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation.

18. Rejection of Bids

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

19. Soils Investigations

The bidder is responsible for conducting their own subsurface investigations, if bidder deems it prudent or necessary.

20. Bidder's Risk

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or

to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions.

21. State of Washington Legal Requirements

The Owner, being a municipal corporation and a political subdivision of the State of Washington, all statutes of the State of Washington relating to a public works Contract of such an agency, are incorporated herein by reference as a part of these Contract Documents, including but not limited to:

A. RCW Ch. 39.04 relating to plans and specifications on work done for public bodies, estimates of cost of the work, supplemental plans and specifications, supplemental estimates, accounts and records of costs, engineer's certificate.

B. RCW Ch. 39.08 relating to form of Contractors' bonds and liens.

C. WAGES:

1. This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in the Bidder's bid price adequate increases in such wages during the performance of this Contract.
2. The Contractor(s) and all subcontractor(s) awarded work under this bid must submit to the City an "Intent to Pay Prevailing Wages" form certified by the Industrial Statistician before any payments on the Contract can be made. Before the City can pay any retainage held during the duration of the Contract, an "Affidavit of Wages Paid" form certified by the Industrial Statistician must be received by the City.
3. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:
<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>
The applicable prevailing wages for this project are contained as a section in these Contract Documents and are available electronically from the Washington State Department of Labor & Industries and can be found at:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
4. Any questions regarding the state prevailing wage determinations should be addressed to: Department of Labor and Industries, Prevailing Wage Section, P.O. Box 44000, Olympia, Washington, 98504-4000, or call (360) 902-5335.

D. RCW Ch. 60.28 relating to labor and material liens and taxes and retainage.

E. RCW Ch. 49.17.010, and WAC Ch. 296-155 relating to Workmen's Compensation Coverage and the intent thereof.

F. RCW 39.04 Responsible Bidder Criteria: Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

G. RCW 39.04 Subcontractor Responsibility Criteria: A public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed above and any supplemental criteria specified by the City and, possesses an electrical contractor license if required by chapter 19.28 RCW or other such license as may be required. This verification, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. E-Verify Affidavit

The City of Woodland participates in **E-Verify**. E-Verify is an electronic program run by Homeland Security that is designed to verify the documentation of job applicants. The contractor awarded this project must sign and submit an Affidavit of Compliance with E-Verify before a notice to proceed is issued.

23. Woodland Business License

The contractor awarded the project must obtain a City of Woodland business license before the City will issue a notice to proceed. For information on business licenses, call the Woodland Clerk Treasurer's Office (360) 225-8281.

24. Bidder Requirement

By signing the Bid Proposal Form, the contractor declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

25. Bidder's Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

Bid Proposal Form

Local Agency Proposal Signature Page

Non-Collusion Declaration

Local Agency Proposal Bond Form

Contractor Certification Wage Law Compliance

Bidder Responsibility Criteria

Bidder Qualifications

Local Agency Subcontractor List

Local Agency Certification for Federal Aid Contracts

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Disadvantaged Business Enterprise Utilization Certification

Disadvantages Business Enterprise (DBE) Trucking Credit Form

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

BID PROPOSAL FORM

TO: City of Woodland
PO Box 9
230 Davidson Ave.
Woodland, Washington 98674

FROM: Bidder _____
Address _____
Telephone _____
E-Mail Address _____

The undersigned, as bidder, declares that we have examined all the contract documents and that we will contract with the City of Woodland to do everything necessary to complete the work as outlined on the plans and specifications for the Lakeshore Drive Pavement and Pedestrian Improvements.

We agree that the Qualification of Bidder shall form a part of this proposal.

If our BID is accepted, we agree to sign the contract form and to furnish the contract bond and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of Woodland, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the City of Woodland reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of Woodland, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of Woodland and that the City of Woodland also reserves the right to waive any informalities in any proposal or bid.

Bidder agrees that the work will be completed within eighty (80) working days after the date when the notice to proceed is received from the City of Woodland.

We propose to perform the work at the prices listed in the following bid schedule(s):

Notes:

- (1) See Special Provisions and the Standard Specifications for State sales tax requirements.
- (2) The City reserves the right to adjust the scope of this work to match available funds.
- (3) The City reserves the right to reject any or all bids.
- (4) The table below provides a list of items required to complete the project. It is the contractor's responsibility to complete the project scope to all required standards and specifications.

**Lakeshore Drive Pavement and Pedestrian Improvements Project
WOODLAND WASHINGTON:**

BASE BID

Item No.	Std. Spec.	Description	Estimated Quantity	Units	Unit Price	Total Price
1.	1-07 SP	Training	400	HR		
2.	1-07	SPCC Plan	1	LS		
3.	1-09	Minor Change	1	Calc	\$5,000	\$5,000
4.	1-09	Mobilization	1	LS		
5.	1-10	Project Temporary Traffic Control	1	LS		
6.	2-01	Clearing and Grubbing	1	LS		
7.	2-02	HMA Sawcut and Seal	3,221	LF		
8.	2-02	Removal of Structures and Obstructions	1	LS		
9.	2-03	Select Borrow Incl. Haul	1,299	CY		
10.	4-04	Crushed Surfacing Base Course	1,407	TON		
11.	4-04	Permeable Ballast in Stockpile	313	TON		
12.	5-04	Planing Bituminous Pavement	3,380	SY		
13.	5-04	HMA CL. 1/2" PG 64-22	1,096	TON		
14.	7-01	Drain Pipe 12 in. Diam.	345	LF		
15.	7-04	Testing Storm Sewer Pipe	246	LF		
16.	7-04	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	246	LF		
17.	7-05	Catch Basin Type 1	4	EA		
18.	7-05 SP	Concrete Treatment Catch Basin with 1 Cartridge	3	EA		
19.	7-05	Manhole 48 In. Diam. Type 1	3	EA		
20.	7-05 SP	48" Stormwater Treatment Manhole with 1 cartridge	1	EA		
21.	8-01	Silt Fence	909	LF		
22.	8-01	Erosion Control	1	LS		
23.	8-01	Seeding, fertilizing, mulching	.46	ACRE		
24.	8-04	Cement Concrete Traffic Curb and Gutter	1,079	LF		
25.	8-06	Cement Concrete Driveway Entrance Type 1	168	SY		
26.	8-14	Cement Concrete Sidewalk	1,159	SY		
27.	8-14	Cement Conc. Curb Ramp Type Parallel	2	EA		

28.	8-21	Permanent Signing	1	LS		
29.	8-22	Paint Line	3,960	LF		
Total Base Bid Amount – Lakeshore Drive Pavement and Pedestrian Improvements					\$	

WASHINGTON STATE AND LOCAL SALES TAX. Sales Tax (7.9%) shall be included in the unit bid prices for the material and supplies used for the project.

BIDDER'S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

NOTES:

1. This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Public Works Director will be cause for considering the proposal irregular and subsequent rejection of the bid.

Local Agency 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 State 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)

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the _____ will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

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 to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the

a corporation duly organized under the laws of the state of _____, and

authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington 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 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 highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the _____ within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

BIDDER RESPONSIBILITY CRITERIA

COMPANY OWNER/OFFICER SIGNATURE

DATE

COMPANY OWNER/OFFICER (PRINT OR TYPE)

CONTRACTOR NAME

CONTRACTOR MAILING ADDRESS

PHONE NUMBER

WA STATE D.O.L. CONTRACTOR LICENSE REGISTRATION NUMBER

EXPIRES

WA STATE UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)

WA STATE LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER

WA STATE EMPLOYMENT SECURITY DEPT NUMBER (UNEMPLOYMENT NUMBER)

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

NOTE TO BIDDER: Sign and date this sheet and submit with your bid for bid to be valid. If any of the required information is incomplete, the bid may be rejected. Mandatory Bidder Criteria Information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.

This project will be funded in part by the Washington State Department of Transportation. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Verification of Subcontractor Responsibility Criteria

Per RCW 39.06.020, the Prime Contractor must verify responsibility criteria for each first tier subcontractor. A subcontractor that hires other subcontractors must also verify responsibility criteria. Criteria to verify for a bidder’s responsibility includes all of the items listed above in the Bidder’s Responsibility Criteria form. As a courtesy, this blank *Subcontractor Bidder Responsibility* form has been included with these specifications.

**SUBCONTRACTOR
BIDDER RESPONSIBILITY CRITERIA**

CONTRACTOR OWNER/OFFICER SIGNATURE DATE

CONTRACTOR OWNER/OFFICER (PRINT OR TYPE)

CONTRACTOR NAME

CONTRACTOR MAILING ADDRESS PHONE NUMBER

WA STATE D.O.L. CONTRACTOR LICENSE REGISTRATION NUMBER EXPIRES

WA STATE UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)

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WA STATE EMPLOYMENT SECURITY DEPT NUMBER (UNEMPLOYMENT NUMBER)

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

Subcontractor List Required with Affidavit of Wages Paid:

Effective November 1, 2008, the *Affidavit of Wages Paid* form has been revised. A full list of the next tier of subcontractors is required as part of your *Affidavit of Wages Paid* form for public work under Chapter 39.12 RCW. Each contractor must list the subcontractors they hired on the public works project.

BIDDER QUALIFICATIONS

PROJECT: Lakeshore Drive Pavement and Pedestrian Improvements

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company (names and positions):

The contractor's superintendent at the job site per Article 1-05.13 of the Standard Specifications will be (give full name):

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone No.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

2. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone No.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

3. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone No.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

Title of Person completing this form: _____

Signature: _____ Date: _____

Phone No.: _____

Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, 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 structural steel installation, rebar installation, 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 it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- 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 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 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.



Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Use Additional Sheets if necessary.

**Disadvantaged Business
Enterprise Utilization Certification**

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

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

Box 2: _____

Column 1 Name of DBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Dollar Amount Subcontracted to DBE (See instructions)	Column 5 Dollar Amount to be Applied Towards Goal (See instructions)

Disadvantaged Business Enterprise _____ Total DBE Commitment Dollar Amount _____
 Condition of Award Contract Goal Box 3 Box 4

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

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

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

Box 2: Name of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Disadvantaged Business Enterprise Utilization Certification

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

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

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

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

EXAMPLE

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

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



Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

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

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

Use additional sheets as necessary.

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

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

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

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

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

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

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



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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

Dollar Amount to be Subcontracted to DBE*: _____
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

Bidder Name: _____

Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

PART II
CONTRACT
FORMS

Local Agency Contract

THIS AGREEMENT, made and entered into this _____ day of _____, _____
between the _____, and the _____
_____ under and by virtue of Title 47 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

_____ in accordance with and as described in the attached plans and specifications, and the standard specifications of the _____ which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by _____.

II. _____ 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 in accord with 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 at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

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

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor _____ , _____ .

(Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____ , _____

**PUBLIC WORKS PAYMENT BOND
to City of Woodland, WA**

Bond No. _____

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

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

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

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

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

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

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

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

**PUBLIC WORKS PERFORMANCE BOND
to City of Woodland, WA**

Bond No. _____

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

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

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

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

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

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

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

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

NOTICE OF AWARD

DATE: _____, 2022

TO: _____

PROJECT NAME: Lakeshore Drive Pavement and Pedestrian Improvements

The Owner has considered the Bid submitted by you for the above described work in response to its invitation to bid and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of _____ Dollars (\$ _____).

You are required by the Bidding Documents to execute the Agreement and furnish the required Certificates of Insurance (including complete insurance coverage for the Owner and City of Woodland) within ten (10) calendar days from the date of this notice to you.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2022.

City of Woodland, Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO AWARD is hereby acknowledged.

Firm: _____, this _____ day of _____, 2022.

By: _____

Title: _____

NOTICE TO PROCEED

DATE: _____, 2022

TO: _____

PROJECT NAME: Lakeshore Drive Pavement and Pedestrian Improvements,

You are hereby notified to commence work in accordance with the Agreement dated _____, 2022 within ten (10) calendar days of the date of this notice, or _____, 2022, and you are to complete the work eighty (80) working days after beginning construction. The latest date of completion is therefore, _____, 2022.

City of Woodland, Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Firm: _____, this the ____ day of _____, 2022

By: _____

Title: _____



Contract Number	Contract Title	Federal Aid Number
Change Order Number	Change Description	Date
Prime Contractor / Design-Builder		

- Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
- Change proposed by Contractor / Design-Builder

Change Description

Verbal Approval Given By	Verbal Approval Date	Working Days +/-
--------------------------	----------------------	------------------

Original Contract Amount	Current Contract Amount	Est. Net Change This C.O.	Est. Contract Amount
--------------------------	-------------------------	---------------------------	----------------------

<p>Approval Recommended</p> <p>Project Engineer _____</p> <p>Date _____</p>	<p>Approved</p> <p>Approving Authority per C.A. Agreement _____</p> <p>Date _____</p>
<p>Approval Recommended</p> <p>By Prime Contractor _____</p> <p>Date _____</p>	<p>Other Approval As Required</p> <p>Signature _____ Date _____</p> <p>Representing _____</p>

Contract Number	Contract Title	Change Order Number
-----------------	----------------	---------------------

Change Description Cont.

PART III
PROJECT SPECIAL PROVISIONS

1 **INTRODUCTION**

2
3 This Contract shall be constructed in accordance with the 2022 Standard Specifications
4 for Road, Bridge, and Municipal Construction.

5
6 **SPECIAL PROVISIONS**

7
8 Several types of Special Provisions are included in this contract; General, Region,
9 Bridges and Structures, and Project Specific. Special Provisions types are differentiated
10 as follows:

11	(date)	General Special Provision
12	(*****)	Notes a revision to a General Special Provision
13		and also notes a Project Specific Special
14		Provision.
15	(Regions ¹ date)	Region Special Provision
16		

17
18 **General Special Provisions** are similar to Standard Specifications in that they typically
19 apply to many projects, usually in more than one Region. Usually, the only difference
20 from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

21
22 **Region Special Provisions** are commonly applicable within the designated Region.
23 Region designations are as follows:

24	<u>Regions¹</u>	
25	ER	Eastern Region
26	NCR	North Central Region
27	NWR	Northwest Region
28	OR	Olympic Region
29	SCR	South Central Region
30	SWR	Southwest Region
31		
32	WSF	Washington State Ferries Division

33
34
35 **Project Specific Special Provisions** normally appear only in the contract for which they
36 were developed.

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Division 1
General Requirements

DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

1
2 All references to the terms “State” or “state” shall be revised to read “Contracting
3 Agency” unless the reference is to an administrative agency of the State of
4 Washington, a State statute or regulation, or the context reasonably indicates
5 otherwise.
6
7 All references to “State Materials Laboratory” shall be revised to read “Contracting
8 Agency designated location”.
9
10 All references to “final contract voucher certification” shall be interpreted to mean the
11 Contracting Agency form(s) by which final payment is authorized, and final
12 completion and acceptance granted.
13

14 **Additive**
15 A supplemental unit of work or group of bid items, identified separately in the Bid
16 Proposal, which may, at the discretion of the Contracting Agency, be awarded in
17 addition to the base bid.
18

19 **Alternate**
20 One of two or more units of work or groups of bid items, identified separately in the
21 Bid Proposal, from which the Contracting Agency may make a choice between
22 different methods or material of construction for performing the same work.
23

24 **Business Day**
25 A business day is any day from Monday through Friday except holidays as listed in
26 Section 1-08.5.
27

28 **Contract Bond**
29 The definition in the Standard Specifications for “Contract Bond” applies to whatever
30 bond form(s) are required by the Contract Documents, which may be a combination
31 of a Payment Bond and a Performance Bond.
32

33 **Contract Documents**
34 See definition for “Contract”.
35

36 **Contract Time**
37 The period of time established by the terms and conditions of the Contract within
38 which the Work must be physically completed.
39

40 **Notice of Award**
41 The written notice from the Contracting Agency to the successful Bidder signifying
42 the Contracting Agency’s acceptance of the Bid Proposal.
43

44 **Notice to Proceed**
45 The written notice from the Contracting Agency or Engineer to the Contractor
46 authorizing and directing the Contractor to proceed with the Work and establishing
47 the date on which the Contract time begins.
48

1 **Traffic**

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

4
5 (*****)

6 *Owner*

7 The City of Woodland as represented by its commission and authorized officers,
8 employees, and agents.

9
10 The definition for Engineer is replaced with the following:

11
12 *Engineer or Project Engineer*

13 Harper Houf Peterson Righellis Inc. or its designated representatives.

14
15 **DESCRIPTION OF WORK**

16
17 This Contract provides for the improvement of sidewalks, ramps, driveways, drainage,
18 pavement and associated improvements along Lakeshore Drive in Woodland
19 Washington. Work includes grading, paving, concrete flatwork, drainage improvements
20 and other work, all in accordance with the attached Contract Plans, these Contract
21 Provisions, and the Standard Specifications.

22
23 **Bid Procedures and Conditions**

24
25 **1-02.1 Prequalification of Bidders**

26
27 Delete this section and replace it with the following:

28
29 **1-02.1 Qualifications of Bidder**

30 *(January 24, 2011 APWA GSP)*

31
32 Before award of a public works contract, a bidder must meet at least the
33 minimum qualifications of RCW 39.04.350(1) to be considered a responsible
34 bidder and qualified to be awarded a public works project.

35
36 Add the following new section:

37
38 **1-02.1(1) Supplemental Qualifications Criteria**

39 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects,*
40 *through WSDOT/Local Programs)*

41
42 In addition, the Contracting Agency has established Contracting Agency-
43 specific and/or project-specific supplemental criteria, in accordance with RCW
44 39.04.350(3), for determining Bidder responsibility, including the basis for
45 evaluation and the deadline for appealing a determination that a Bidder is not
46 responsible. These criteria are contained in Section 1-02.14 Option C of
47 these Special Provisions.

1
2 **1-02.2 Plans and Specifications**

3 *(June 27, 2011 APWA GSP)*

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

6
7 Information as to where Bid Documents can be obtained or reviewed can be found in
8 the Call for Bids (Advertisement for Bids) for the work.

9
10 After award of the contract, plans and specifications will be issued to the Contractor
11 at no cost as detailed below:

12

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

13
14 Additional plans and Contract Provisions may be obtained by the Contractor from the
15 source stated in the Call for Bids, at the Contractor's own expense.

16
17 **1-02.5 Proposal Forms**

18 *(July 31, 2017 APWA GSP)*

19
20 Delete this section and replace it with the following:

21
22 The Proposal Form will identify the project and its location and describe the work. It
23 will also list estimated quantities, units of measurement, the items of work, and the
24 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
25 the proposal form that call for, but are not limited to, unit prices; extensions;
26 summations; the total bid amount; signatures; date; and, where applicable, retail
27 sales taxes and acknowledgment of addenda; the bidder's name, address, telephone
28 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a
29 State of Washington Contractor's Registration Number; and a Business License
30 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by
31 hand, preferably in black ink. The required certifications are included as part of the
32 Proposal Form.

33
34 The Contracting Agency reserves the right to arrange the proposal forms with
35 alternates and additives, if such be to the advantage of the Contracting Agency. The
36 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
37 otherwise specified.
38

1 **1-02.6 Preparation of Proposal**
2 *(December 10, 2020 APWA GSP, Option A)*

3
4 Supplement this section with the following:

5
6 The Bidder shall submit with the Bid a completed Disadvantaged Business
7 Enterprise (DBE) Utilization Certification, when required by the Special Provisions.
8 For each and every DBE firm listed on the Bidder's completed Disadvantaged
9 Business Enterprise Utilization Certification, the Bidder shall submit written
10 confirmation from that DBE firm that the DBE is in agreement with the DBE
11 participation commitment that the Bidder has made in the Bidder's completed
12 Disadvantaged Business Enterprise Utilization Certification.

13
14 WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation
15 Document) is to be used for this purpose. Bidder must submit good faith effort
16 documentation only in the event the bidder's efforts to solicit sufficient DBE
17 participation have been unsuccessful.

18
19 The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work
20 to be performed by each DBE listed on the DBE Utilization Certification.

21
22 If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the
23 Bidder must also submit a DBE Trucking Credit Form (WSDOT Form 272-058)
24 documenting how the DBE Trucking firm will be able to perform the scope of work
25 subcontracted to them.

26
27 Directions for delivery of the Disadvantaged Business Enterprise Written
28 Confirmation Documents, Disadvantaged Business Enterprise Good Faith Effort
29 documentation, DBE Bid Item Breakdown Form and the DBE Trucking Credit Form
30 are included in Section 1-02.9.

31
32 (August 2, 2004)

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

34
35 Add the following new section:

36
37 **1-02.6(1) Recycled Materials Proposal**
38 *(January 4, 2016 APWA GSP)*

39
40 The Bidder shall submit with the Bid, its proposal for incorporating recycled
41 materials into the project, using the form provided in the Contract Provisions.

42
43 **1-02.7 Bid Deposit**
44 *(March 8, 2013 APWA GSP)*

45
46 Supplement this section with the following:

47
48 Bid bonds shall contain the following:

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

13
14 If so stated in the Contract Provisions, bidder must use the bond form included in the
15 Contract Provisions.

16
17 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

18 19 **1-02.9 Delivery of Proposal**

20 *(January 19, 2022 APWA GSP, Option A)*

21
22 Delete this section and replace it with the following:

23
24 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
25 Project Number as stated in the Call for Bids clearly marked on the outside of the
26 envelope, or as otherwise required in the Bid Documents, to ensure proper handling
27 and delivery.

28
29 To be considered responsive on a FHWA-funded project, the Bidder may be required
30 to submit the following items, as required by Section 1-02.6:

- 31
- 32 • DBE Utilization Certification (WSDOT 272-056)
- 33 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm
- 34 listed on the Bidder's completed DBE Utilization Certification
- 35 • Good Faith Effort (GFE) Documentation
- 36 • DBE Bid Item Breakdown (WSDOT 272-054)
- 37 • DBE Trucking Credit Form (WSDOT 272-058)
- 38

39 **DBE Utilization Certification**

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

46 47 **DBE Written Confirmation and/or GFE Documentation**

1 The DBE Written Confirmation Documents and/or GFE Documents are not required
2 to be submitted with the Proposal. The DBE Written Confirmation Document(s)
3 and/or GFE (if any) shall be received either with the Bid Proposal or as a
4 Supplement to the Bid. The documents shall be received no later than 48 hours (not
5 including Saturdays, Sundays and Holidays) after the time for delivery of the
6 Proposal. To be considered responsive, Bidders shall submit Written Confirmation
7 Documentation from each DBE firm listed on the Bidder's completed DBE Utilization
8 Certification and/or the GFE as required by Section 1-02.6.
9

10 **DBE Bid Item Breakdown and DBE Trucking Credit Form**

11 The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable)
12 shall be received either with the Bid Proposal or as a Supplement to the Bid. The
13 documents shall be received no later than 48 hours (not including Saturdays,
14 Sundays and Holidays) after the time for delivery of the Proposal. To be considered
15 responsive, Bidders shall submit a completed DBE Bid Item Breakdown and a DBE
16 Trucking Credit Form for each DBE Trucking firm listed on the DBE Utilization
17 Certification, however, minor errors and corrections to DBE Bid Item Breakdown or
18 DBE Trucking Credit Forms will be returned for correction for a period up to five
19 calendar days (not including Saturdays, Sundays and Holidays) after the time for
20 delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking Credit Forms
21 that are still incorrect after the correction period will be determined to be non-
22 responsive.
23

24 Proposals that are received as required will be publicly opened and read as specified
25 in Section 1-02.12. The Contracting Agency will not open or consider any Bid
26 Proposal that is received after the time specified in the Call for Bids for receipt of Bid
27 Proposals, or received in a location other than that specified in the Call for Bids. The
28 Contracting Agency will not open or consider any "Supplemental Information" (DBE
29 confirmations, or GFE documentation) that is received after the time specified above,
30 or received in a location other than that specified in the Call for Bids.
31

32 If an emergency or unanticipated event interrupts normal work processes of the
33 Contracting Agency so that Proposals cannot be received at the office designated for
34 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
35 Proposal will be deemed to be extended to the same time of day specified in the
36 solicitation on the first work day on which the normal work processes of the
37 Contracting Agency resume.
38
39

40 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
41 *(July 23, 2015 APWA GSP)*
42

43 Delete this section, and replace it with the following:
44

45 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
46 withdraw, revise, or supplement it if:
47

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

8
9 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is
10 received before the time set for receipt of Bid Proposals, the Contracting Agency will
11 return the unopened Proposal package to the Bidder. The Bidder must then submit
12 the revised or supplemented package in its entirety. If the Bidder does not submit a
13 revised or supplemented package, then its bid shall be considered withdrawn.

14
15 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
16 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or
17 faxed requests to withdraw, revise, or supplement a Bid Proposal are not
18 acceptable.

19
20
21 **1-02.13 Irregular Proposals**
22 *(October 1, 2020 APWA GSP)*

23
24 Delete this section and replace it with the following:

- 25
26 1. A Proposal will be considered irregular and will be rejected if:
 - 27 a. The Bidder is not prequalified when so required;
 - 28 b. The authorized Proposal form furnished by the Contracting Agency is not
29 used or is altered;
 - 30 c. The completed Proposal form contains any unauthorized additions,
31 deletions, alternate Bids, or conditions;
 - 32 d. The Bidder adds provisions reserving the right to reject or accept the
33 award, or enter into the Contract;
 - 34 e. A price per unit cannot be determined from the Bid Proposal;
 - 35 f. The Proposal form is not properly executed;
 - 36 g. The Bidder fails to submit or properly complete a Subcontractor list, if
37 applicable, as required in Section 1-02.6;
 - 38 h. The Bidder fails to submit or properly complete a Disadvantaged
39 Business Enterprise Certification, if applicable, as required in Section 1-
40 02.6;
 - 41 i. The Bidder fails to submit written confirmation from each DBE firm listed
42 on the Bidder's completed DBE Utilization Certification that they are in
43 agreement with the bidder's DBE participation commitment, if applicable,
44 as required in Section 1-02.6, or if the written confirmation that is
45 submitted fails to meet the requirements of the Special Provisions;
 - 46 j. The Bidder fails to submit DBE Good Faith Effort documentation, if
47 applicable, as required in Section 1-02.6, or if the documentation that is
48 submitted fails to demonstrate that a Good Faith Effort to meet the
49 Condition of Award was made;

- 1 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable,
- 2 as required in Section 1-02.6, or if the documentation that is submitted
- 3 fails to meet the requirements of the Special Provisions;
- 4 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as
- 5 required in Section 1-02.6, or if the documentation that is submitted fails
- 6 to meet the requirements of the Special Provisions;
- 7 m. The Bid Proposal does not constitute a definite and unqualified offer to
- 8 meet the material terms of the Bid invitation; or
- 9 n. More than one Proposal is submitted for the same project from a Bidder
- 10 under the same or different names.
- 11
- 12 2. A Proposal may be considered irregular and may be rejected if:
- 13 a. The Proposal does not include a unit price for every Bid item;
- 14 b. Any of the unit prices are excessively unbalanced (either above or below
- 15 the amount of a reasonable Bid) to the potential detriment of the
- 16 Contracting Agency;
- 17 c. Receipt of Addenda is not acknowledged;
- 18 d. A member of a joint venture or partnership and the joint venture or
- 19 partnership submit Proposals for the same project (in such an instance,
- 20 both Bids may be rejected); or
- 21 e. If Proposal form entries are not made in ink.
- 22

23 **1-02.14 Disqualification of Bidders**
 24 *(May 17, 2018 APWA GSP, Option A)*

25
 26 Delete this section and replace it with the following:

27
 28 A Bidder will be deemed not responsible if the Bidder does not meet the
 29 mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

30
 31 The Contracting Agency will verify that the Bidder meets the mandatory
 32 bidder responsibility criteria in RCW 39.04.350(1). To assess bidder
 33 responsibility, the Contracting Agency reserves the right to request
 34 documentation as needed from the Bidder and third parties concerning the
 35 Bidder's compliance with the mandatory bidder responsibility criteria.

36
 37 If the Contracting Agency determines the Bidder does not meet the
 38 mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore
 39 not a responsible Bidder, the Contracting Agency shall notify the Bidder in
 40 writing, with the reasons for its determination. If the Bidder disagrees with
 41 this determination, it may appeal the determination within two (2) business
 42 days of the Contracting Agency's determination by presenting its appeal and
 43 any additional information to the Contracting Agency. The Contracting
 44 Agency will consider the appeal and any additional information before issuing
 45 its final determination. If the final determination affirms that the Bidder is not
 46 responsible, the Contracting Agency will not execute a contract with any other

1 Bidder until at least two business days after the Bidder determined to be not
2 responsible has received the Contracting Agency's final determination.

3 .
4 **1-02.15 Pre Award Information**
5 *(August 14, 2013 APWA GSP)*

6
7 Revise this section to read:

8
9 Before awarding any contract, the Contracting Agency may require one or more of
10 these items or actions of the apparent lowest responsible bidder:

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

22
23 **AWARD AND EXECUTION OF CONTRACT**

24
25 **1-03.1 Consideration of Bids**
26 *(January 23, 2006 APWA)*

27
28 Revise the first paragraph to read:

29
30 After opening and reading proposals, the Contracting Agency will check them for
31 correctness of extensions of the prices per unit and the total price. If a discrepancy
32 exists between the price per unit and the extended amount of any bid item, the price
33 per unit will control. If a minimum bid amount has been established for any item and
34 the bidder's unit or lump sum price is less than the minimum specified amount, the
35 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
36 specified amount and recalculate the extension. The total of extensions, corrected
37 where necessary, including sales taxes where applicable and such additives and/or
38 alternates as selected by the Contracting Agency, will be used by the Contracting
39 Agency for award purposes and to fix the Awarded Contract Price amount and the
40 amount of the contract bond.

41
42 **1-03.1(1) Identical Bid Totals**
43 *(January 4, 2016 APWA GSP)*

44
45 Revise this section to read:
46

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

16
17 **1-03.3 Execution of Contract**

18 *(January 19, 2022 APWA GSP)*

19
20 Revise this section to read:

21
22 Within 3 calendar days of Award date (not including Saturdays, Sundays and
23 Holidays), the successful Bidder shall provide the information necessary to execute
24 the Contract to the Contracting Agency. The Bidder shall send the contact
25 information, including the full name, email address, and phone number, for the
26 authorized signer and bonding agent to the Contracting Agency.

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

32
33 Within 14 calendar days after the award date, the successful bidder shall return the
34 signed Contracting Agency-prepared contract, an insurance certification as required
35 by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the
36 Transfer of Coverage form for the Construction Stormwater General Permit with
37 sections I, III, and VIII completed when provided. Before execution of the contract by
38 the Contracting Agency, the successful bidder shall provide any pre-award
39 information the Contracting Agency may require under Section 1-02.15.

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

46
47 If the bidder experiences circumstances beyond their control that prevents
48 return of the contract documents within the calendar days after the award
49 date stated above, the Contracting Agency may grant up to a maximum of 14

1 additional calendar days for return of the documents, provided the
2 Contracting Agency deems the circumstances warrant it.

3
4
5 **1-03.4 Contract Bond**
6 *(July 23, 2015 APWA GSP)*

7
8 Delete the first paragraph and replace it with the following:
9

10 The successful bidder shall provide executed payment and performance bond(s) for
11 the full contract amount. The bond may be a combined payment and performance
12 bond; or be separate payment and performance bonds. In the case of separate
13 payment and performance bonds, each shall be for the full contract amount. The
14 bond(s) shall:

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

41
42 **1-03.7 Judicial Review**
43 *(November 30, 2018 APWA GSP)*

44
45 Revise this section to read:
46

1 Any decision made by the Contracting Agency regarding the Award and
2 execution of the Contract or Bid rejection shall be conclusive subject to the
3 scope of judicial review permitted under Washington Law. Such review, if any,
4 shall be timely filed in the Superior Court of the county where the Contracting
5 Agency headquarters is located, provided that where an action is asserted
6 against a county, RCW 36.01.050 shall control venue and jurisdiction.
7

8 **SCOPE OF THE WORK**

9

10 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,** 11 **Specifications, and Addenda**

12 *(December 10, 2020 APWA GSP)*

13
14 Revise the second paragraph to read:

15
16 Any inconsistency in the parts of the contract shall be resolved by following this order
17 of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 18 1. Addenda,
 - 19 2. Proposal Form,
 - 20 3. Special Provisions,
 - 21 4. Contract Plans,
 - 22 5. Standard Specifications,
 - 23 6. Contracting Agency's Standard Plans or Details (if any), and
 - 24 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 25

26 **1-04.4 Minor Changes**

27 *(January 19, 2022 APWA GSP)*

28
29 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

30 31 **1-04.6 Variation in Estimated Quantities**

32 *(July 23, 2015 APWA GSP, Option B; may not be used on FHWA-funded projects)*

33
34 Revise the first paragraph to read:

35
36 Payment to the Contractor will be made only for the actual quantities of Work
37 performed and accepted in conformance with the Contract. When the accepted
38 quantity of Work performed under a unit item varies from the original Proposal
39 quantity, payment will be at the unit Contract price for all Work unless the total
40 accepted quantity of any Contract item, adjusted to exclude added or deleted
41 amounts included in change orders accepted by both parties, increases or decreases
42 by more than 25 percent from the original Proposal quantity, and if the total extended
43 bid price for that item at time of award is equal to or greater than 10 percent of the
44 total contract price at time of award. In that case, payment for contract work may be
45 adjusted as described herein.
46

47 **CONTROL OF WORK**

1
2 **1-05.7 Removal of Defective and Unauthorized Work**

3 (October 1, 2005 APWA)

4
5 Supplement this section with the following:

6
7 If the Contractor fails to remedy defective or unauthorized work within the time
8 specified in a written notice from the Engineer, or fails to perform any part of the work
9 required by the Contract Documents, the Engineer may correct and remedy such
10 work as may be identified in the written notice, with Contracting Agency forces or by
11 such other means as the Contracting Agency may deem necessary.

12
13 If the Contractor fails to comply with a written order to remedy what the Engineer
14 determines to be an emergency situation, the Engineer may have the defective and
15 unauthorized work corrected immediately, have the rejected work removed and
16 replaced, or have work the Contractor refuses to perform completed by using
17 Contracting Agency or other forces. An emergency situation is any situation when, in
18 the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
19 might cause serious risk of loss or damage to the public.

20
21 Direct or indirect costs incurred by the Contracting Agency attributable to correcting
22 and remedying defective or unauthorized work, or work the Contractor failed or
23 refused to perform, shall be paid by the Contractor. Payment will be deducted by the
24 Engineer from monies due, or to become due, the Contractor. Such direct and
25 indirect costs shall include in particular, but without limitation, compensation for
26 additional professional services required, and costs for repair and replacement of
27 work of others destroyed or damaged by correction, removal, or replacement of the
28 Contractor's unauthorized work.

29
30 No adjustment in contract time or compensation will be allowed because of the delay
31 in the performance of the work attributable to the exercise of the Contracting
32 Agency's rights provided by this Section.

33
34 The rights exercised under the provisions of this section shall not diminish the
35 Contracting Agency's right to pursue any other avenue for additional remedy or
36 damages with respect to the Contractor's failure to perform the work as required.

37
38 **Final Inspection**

39 Section 1-05.11 is replaced with the following:

40
41 **1-05.11 Final Inspections and Operational Testing**

42 (October 1, 2005 APWA)

43
44 **1-05.11(1) Substantial Completion Date**

45
46 When the Contractor considers the work to be substantially complete, the Contractor
47 shall so notify the Engineer and request the Engineer establish the Substantial
48 Completion Date. The Contractor's request shall list the specific items of work that
49 remain to be completed in order to reach physical completion. The Engineer will

1 schedule an inspection of the work with the Contractor to determine the status of
2 completion. The Engineer may also establish the Substantial Completion Date
3 unilaterally.
4

5 If, after this inspection, the Engineer concurs with the Contractor that the work is
6 substantially complete and ready for its intended use, the Engineer, by written notice
7 to the Contractor, will set the Substantial Completion Date. If, after this inspection the
8 Engineer does not consider the work substantially complete and ready for its
9 intended use, the Engineer will, by written notice, so notify the Contractor giving the
10 reasons therefor.
11

12 Upon receipt of written notice concurring in or denying substantial completion,
13 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
14 unauthorized interruption, the work necessary to reach Substantial and Physical
15 Completion. The Contractor shall provide the Engineer with a revised schedule
16 indicating when the Contractor expects to reach substantial and physical completion
17 of the work.
18

19 The above process shall be repeated until the Engineer establishes the Substantial
20 Completion Date and the Contractor considers the work physically complete and
21 ready for final inspection.
22

23 **1-05.11(2) Final Inspection and Physical Completion Date** 24

25 When the Contractor considers the work physically complete and ready for final
26 inspection, the Contractor by written notice, shall request the Engineer to schedule a
27 final inspection. The Engineer will set a date for final inspection. The Engineer and
28 the Contractor will then make a final inspection and the Engineer will notify the
29 Contractor in writing of all particulars in which the final inspection reveals the work
30 incomplete or unacceptable. The Contractor shall immediately take such corrective
31 measures as are necessary to remedy the listed deficiencies. Corrective work shall
32 be pursued vigorously, diligently, and without interruption until physical completion of
33 the listed deficiencies. This process will continue until the Engineer is satisfied the
34 listed deficiencies have been corrected.
35

36 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
37 the written notice listing the deficiencies, the Engineer may, upon written notice to
38 the Contractor, take whatever steps are necessary to correct those deficiencies
39 pursuant to Section 1-05.7. The Contractor will not be allowed an extension of
40 contract time because of a delay in the performance of the work attributable to the
41 exercise of the Engineer's right hereunder.
42

43 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
44 Contracting Agency, in writing, of the date upon which the work was considered
45 physically complete. That date shall constitute the Physical Completion Date of the
46 contract, but shall not imply acceptance of the work or that all the obligations of the
47 Contractor under the contract have been fulfilled.
48

1 **1-05.11(3) Operational Testing**
2

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

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

25 Operational and test periods, when required by the Engineer, shall not affect a
26 manufacturer's guaranties or warranties furnished under the terms of the contract.
27

28 **Final Acceptance**

29 Section 1-05.12 is revised with the following:
30

31 (*****)

32 Prior to substantial completion, the City, with the approval of the Contractor, may use
33 any completed or substantially completed portions of the work. Such use shall not
34 constitute an acceptance of such portions of the work.
35

36 The acceptance by the Contractor of final payment shall be and shall operate as a
37 release to the City of all claims and all liability to the Contract other than claims in
38 stated amounts as may be specifically excepted by the Contractor in writing prior to
39 the request for final payment for all things done or furnished in connection with this
40 work and for every act and neglect of the City and it's agents and others relating to or
41 arising out of this work. However, any payment, final or otherwise, or any
42 acceptance, shall not release the Contractor or it's sureties from any obligations
43 under the Contract Documents or the Performance and Payment Bonds or diminish
44 the City's rights under the guaranty provisions.
45

1 Add the following new section:
2

3 **1-05.12(1) One-Year Guarantee Period**
4 *(March 8, 2013 APWA GSP)*
5

6 The Contractor shall return to the project and repair or replace all defects in
7 workmanship and material discovered within one year after Final Acceptance of the
8 Work. The Contractor shall start work to remedy any such defects within 7 calendar
9 days of receiving Contracting Agency's written notice of a defect, and shall complete
10 such work within the time stated in the Contracting Agency's notice. In case of an
11 emergency, where damage may result from delay or where loss of services may
12 result, such corrections may be made by the Contracting Agency's own forces or
13 another contractor, in which case the cost of corrections shall be paid by the
14 Contractor. In the event the Contractor does not accomplish corrections within the
15 time specified, the work will be otherwise accomplished and the cost of same shall
16 be paid by the Contractor.
17

18 When corrections of defects are made, the Contractor shall then be responsible for
19 correcting all defects in workmanship and materials in the corrected work for one
20 year after acceptance of the corrections by Contracting Agency.
21

22 This guarantee is supplemental to and does not limit or affect the requirements that
23 the Contractor's work comply with the requirements of the Contract or any other legal
24 rights or remedies of the Contracting Agency.
25

26 **1-05.13 Superintendents, Labor and Equipment of Contractor**
27 *(August 14, 2013 APWA GSP)*
28

29 Delete the sixth and seventh paragraphs of this section.
30

31 **1-05.15 Method of Serving Notices**
32 *(March 25, 2009 APWA)*
33

34 Revise the second paragraph to read:
35

36 All correspondence from the Contractor shall be directed to the Project Engineer. All
37 correspondence from the Contractor constituting any notification, notice of protest,
38 notice of dispute, or other correspondence constituting notification required to be
39 furnished under the Contract, must be in paper format, hand delivered or sent via
40 mail delivery service to the Project Engineer's office. Electronic copies such as e-
41 mails or electronically delivered copies of correspondence will not constitute such
42 notice and will not comply with the requirements of the Contract.
43

44 Add the following new section:
45

46 **1-05.16 Water and Power**
47 *(October 1, 2005 APWA)*
48

1 The Contractor shall make necessary arrangements, and shall bear the costs for
2 power and water necessary for the performance of the work, unless the contract
3 includes power and water as a pay item.
4

5
6 **Control of Material**

7 Section 1-06 is supplemented with the following:
8

9 ***Buy America***

10 (August 6, 2012)

11 In accordance with Buy America requirements contained in 23 CFR 635.410, the
12 major quantities of steel and iron construction material that is permanently
13 incorporated into the project shall consist of American-made materials only. Buy
14 America does not apply to temporary steel items, e.g., temporary sheet piling,
15 temporary bridges, steel scaffolding and falsework.
16

17 Minor amounts of foreign steel and iron may be utilized in this project provided the
18 cost of the foreign material used does not exceed one-tenth of one percent of the
19 total contract cost or \$2,500.00, whichever is greater.
20

21 American-made material is defined as material having all manufacturing processes
22 occurring domestically. To further define the coverage, a domestic product is a
23 manufactured steel material that was produced in one of the 50 States, the District
24 of Columbia, Puerto Rico, or in the territories and possessions of the United States.
25

26 If domestically produced steel billets or iron ingots are exported outside of the area
27 of coverage, as defined above, for any manufacturing process then the resulting
28 product does not conform to the Buy America requirements. Additionally, products
29 manufactured domestically from foreign source steel billets or iron ingots do not
30 conform to the Buy America requirements because the initial melting and mixing of
31 alloys to create the material occurred in a foreign country.
32

33 Manufacturing begins with the initial melting and mixing, and continues through the
34 coating stage. Any process which modifies the chemical content, the physical size
35 or shape, or the final finish is considered a manufacturing process. The processes
36 include rolling, extruding, machining, bending, grinding, drilling, welding, and
37 coating. The action of applying a coating to steel or iron is deemed a manufacturing
38 process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and
39 any other coating that protects or enhances the value of steel or iron. Any process
40 from the original reduction from ore to the finished product constitutes a
41 manufacturing process for iron.
42

43 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore
44 and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and
45 reduced iron ore.
46

47 The following are considered to be steel manufacturing processes:
48

- 1 1. Production of steel by any of the following processes:
2
3 a. Open hearth furnace.
4
5 b. Basic oxygen.
6
7 c. Electric furnace.
8
9 d. Direct reduction.
10
11 2. Rolling, heat treating, and any other similar processing.
12
13 3. Fabrication of the products.
14
15 a. Spinning wire into cable or strand.
16
17 b. Corrugating and rolling into culverts.
18
19 c. Shop fabrication.

20
21 A certification of materials origin will be required for any items comprised of, or
22 containing, steel or iron construction materials prior to such items being
23 incorporated into the permanent work. The certification shall be on DOT Form 350-
24 109EF provided by the Engineer, or such other form the Contractor chooses,
25 provided it contains the same information as DOT Form 350-109EF.

26
27 (*****)
28 \$35.75 of the foreign steel and iron allowance has been used by the Contracting
29 Agency's proprietary items on this project. The Contractor shall deduct this amount
30 from the total allowable utilization of foreign material used on the project.

31
32 **1-06.1(4) Fabrication Inspection Expense**
33 *(June 27, 2011 AWP A GSP)*

34
35 Delete this section in its entirety.

36
37 **1-06.6 Recycled Materials**
38 *(January 4, 2016 APWA GSP)*

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

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

45
46 Prior to Physical Completion the Contractor shall report the quantity of recycled
47 materials that were utilized in the construction of the project for each of the items
48 listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete
49 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.

1 utilization of on-site material and aggregates from concrete returned to the supplier).
2 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials
3 Reporting.
4

5 **Legal Relations and Responsibilities to the Public**

6

7 **1-07.1 Laws to be Observed**

8 (October 1, 2005 APWA)
9

10 Supplement this section with the following:

11
12 In cases of conflict between different safety regulations, the more stringent regulation
13 shall apply.
14

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

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

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

38 **Load Limits**

39

40 Section 1-07.7 is supplemented with the following:

41
42 (March 13, 1995)

43 If the sources of materials provided by the Contractor necessitates hauling over
44 roads other than State Highways, the Contractor shall, at the Contractor's expense,
45 make all arrangements for the use of the haul routes.
46

1 **Wages**

2
3 **General**

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

5
6 (January 10, 2022)

7 The Federal wage rates incorporated in this contract have been established by
8 the Secretary of Labor under United States Department of Labor General
9 Decision No. WA20220001.

10
11 The State rates incorporated in this contract are applicable to all construction
12 activities associated with this contract.

13
14 **1-07.11 Requirements for Nondiscrimination**

15 Section 1-07.11 is supplemented with the following:

16
17 (September 3, 2019)

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

- 20
21 1. The Contractor's attention is called to the Equal Opportunity Clause and the
22 Standard Federal Equal Employment Opportunity Construction Contract
23 Specifications set forth herein.
24
25 2. The goals and timetables for minority and female participation set by the Office
26 of Federal Contract Compliance Programs, expressed in percentage terms for
27 the Contractor's aggregate work force in each construction craft and in each
28 trade on all construction work in the covered area, are as follows:

29
30 Women - Statewide

31
32 Timetable

33 Goal

34 Until further notice

35 6.9%

36 Minorities - by Standard Metropolitan Statistical Area (SMSA)

37 Spokane, WA:

38 SMSA Counties:

39 Spokane, WA

2.8

40 WA Spokane.

41 Non-SMSA Counties

3.0

42 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield;

43 WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.
44

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

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

39
40 The Contractor's compliance with the Executive Order and the regulations in 41
41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity
42 Clause, specific affirmative action obligations required by the specifications set
43 forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of
44 minority and female employment and training must be substantially uniform
45 throughout the length of the contract, in each construction craft and in each

1 trade, and the Contractor shall make a good faith effort to employ minorities and
2 women evenly on each of its projects. The transfer of minority or female
3 employees or trainees from Contractor to Contractor or from project to project
4 for the sole purpose of meeting the Contractor's goal shall be a violation of the
5 contract, the Executive Order and the regulations in 41 CFR Part 60-4.
6 Compliance with the goals will be measured against the total work hours
7 performed.
8

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

18
19 U.S. Department of Labor
20 Office of Federal Contract Compliance Programs Pacific Region
21 Attn: Regional Director
22 San Francisco Federal Building
23 90 – 7th Street, Suite 18-300
24 San Francisco, CA 94103(415) 625-7800 Phone
25 (415) 625-7799 Fax
26

- 27 4. As used in this Notice, and in the contract resulting from this solicitation, the
28 Covered Area is as designated herein.
29

30 Standard Federal Equal Employment Opportunity Construction Contract
31 Specifications (Executive Order 11246)
32

- 33 1. As used in these specifications:
34
35 a. Covered Area means the geographical area described in the solicitation
36 from which this contract resulted;
37
38 b. Director means Director, Office of Federal Contract Compliance
39 Programs, United States Department of Labor, or any person to whom
40 the Director delegates authority;
41
42 c. Employer Identification Number means the Federal Social Security
43 number used on the Employer's Quarterly Federal Tax Return, U. S.
44 Treasury Department Form 941;
45

1 d. Minority includes:
2

- 3 (1) Black, a person having origins in any of the Black Racial
4 Groups of Africa.
5
6 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed
7 person of Mexican, Puerto Rican, Cuban, Central American,
8 South American, or other Spanish origin.
9
10 (3) Asian or Pacific Islander, a person having origins in any of
11 the original peoples of the Pacific rim or the Pacific Islands,
12 the Hawaiian Islands and Samoa.
13
14 (4) American Indian or Alaskan Native, a person having origins
15 in any of the original peoples of North America, and who
16 maintain cultural identification through tribal affiliation or
17 community recognition.
18

- 19 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a
20 portion of the work involving any construction trade, it shall physically include
21 in each subcontract in excess of \$10,000 the provisions of these specifications
22 and the Notice which contains the applicable goals for minority and female
23 participation and which is set forth in the solicitations from which this contract
24 resulted.
25
26 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown
27 Plan approved by the U.S. Department of Labor in the covered area either
28 individually or through an association, its affirmative action obligations on all
29 work in the Plan area (including goals and timetables) shall be in accordance
30 with that Plan for those trades which have unions participating in the Plan.
31 Contractors must be able to demonstrate their participation in and compliance
32 with the provisions of any such Hometown Plan. Each Contractor or
33 Subcontractor participating in an approved Plan is individually required to
34 comply with its obligations under the EEO clause, and to make a good faith
35 effort to achieve each goal under the Plan in each trade in which it has
36 employees. The overall good faith performance by other Contractors or
37 Subcontractors toward a goal in an approved Plan does not excuse any covered
38 Contractor's or Subcontractor's failure to take good faith effort to achieve the
39 Plan goals and timetables.
40
41 4. The Contractor shall implement the specific affirmative action standards
42 provided in paragraphs 7a through 7p of this Special Provision. The goals set
43 forth in the solicitation from which this contract resulted are expressed as
44 percentages of the total hours of employment and training of minority and
45 female utilization the Contractor should reasonably be able to achieve in each

1 construction trade in which it has employees in the covered area. Covered
2 construction contractors performing construction work in geographical areas
3 where they do not have a Federal or federally assisted construction contract
4 shall apply the minority and female goals established for the geographical area
5 where the work is being performed. The Contractor is expected to make
6 substantially uniform progress in meeting its goals in each craft during the
7 period specified.

- 8
- 9 5. Neither the provisions of any collective bargaining agreement, nor the failure by
10 a union with whom the Contractor has a collective bargaining agreement, to
11 refer either minorities or women shall excuse the Contractor's obligations under
12 these specifications, Executive Order 11246, or the regulations promulgated
13 pursuant thereto.
- 14
- 15 6. In order for the nonworking training hours of apprentices and trainees to be
16 counted in meeting the goals, such apprentices and trainees must be employed
17 by the Contractor during the training period, and the Contractor must have made
18 a commitment to employ the apprentices and trainees at the completion of their
19 training, subject to the availability of employment opportunities. Trainees must
20 be trained pursuant to training programs approved by the U.S. Department of
21 Labor.
- 22
- 23 7. The Contractor shall take specific affirmative actions to ensure equal
24 employment opportunity. The evaluation of the Contractor's compliance with
25 these specifications shall be based upon its effort to achieve maximum results
26 from its action. The Contractor shall document these efforts fully, and shall
27 implement affirmative action steps at least as extensive as the following:
- 28
- 29 a. Ensure and maintain a working environment free of harassment,
30 intimidation, and coercion at all sites, and in all facilities at which the
31 Contractor's employees are assigned to work. The Contractor, where
32 possible, will assign two or more women to each construction project.
33 The Contractor shall specifically ensure that all foremen,
34 superintendents, and other on-site supervisory personnel are aware of
35 and carry out the Contractor's obligation to maintain such a working
36 environment, with specific attention to minority or female individuals
37 working at such sites or in such facilities.
- 38
- 39 b. Establish and maintain a current list of minority and female
40 recruitment sources, provide written notification to minority and
41 female recruitment sources and to community organizations when the
42 Contractor or its unions have employment opportunities available, and
43 maintain a record of the organizations' responses.
- 44

- 1 c. Maintain a current file of the names, addresses and telephone numbers
2 of each minority and female off-the-street applicant and minority or
3 female referral from a union, a recruitment source or community
4 organization and of what action was taken with respect to each such
5 individual. If such individual was sent to the union hiring hall for
6 referral and was not referred back to the Contractor by the union or, if
7 referred, not employed by the Contractor, this shall be documented in
8 the file with the reason therefor, along with whatever additional
9 actions the Contractor may have taken.
- 10
- 11 d. Provide immediate written notification to the Director when the union
12 or unions with which the Contractor has a collective bargaining
13 agreement has not referred to the Contractor a minority person or
14 woman sent by the Contractor, or when the Contractor has other
15 information that the union referral process has impeded the
16 Contractor's efforts to meet its obligations.
- 17
- 18 e. Develop on-the-job training opportunity and/or participate in training
19 programs for the area which expressly include minorities and women,
20 including upgrading programs and apprenticeship and trainee
21 programs relevant to the Contractor's employment needs, especially
22 those programs funded or approved by the U.S. Department of Labor.
23 The Contractor shall provide notice of these programs to the sources
24 compiled under 7b above.
- 25
- 26 f. Disseminate the Contractor's EEO policy by providing notice of the
27 policy to unions and training programs and requesting their
28 cooperation in assisting the Contractor in meeting its EEO obligations;
29 by including it in any policy manual and collective bargaining
30 agreement; by publicizing it in the company newspaper, annual report,
31 etc.; by specific review of the policy with all management personnel
32 and with all minority and female employees at least once a year; and
33 by posting the company EEO policy on bulletin boards accessible to
34 all employees at each location where construction work is performed.
- 35
- 36 g. Review, at least annually, the company's EEO policy and affirmative
37 action obligations under these specifications with all employees having
38 any responsibility for hiring, assignment, layoff, termination or other
39 employment decisions including specific review of these items with
40 on-site supervisory personnel such as Superintendents, General
41 Foremen, etc., prior to the initiation of construction work at any job
42 site. A written record shall be made and maintained identifying the
43 time and place of these meetings, persons attending, subject matter
44 discussed, and disposition of the subject matter.
- 45

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- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

1 p. Conduct a review, at least annually, of all supervisors' adherence to
2 and performance under the Contractor's EEO policies and affirmative
3 action obligations.
4

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

21 9. A single goal for minorities and a separate single goal for women have been
22 established. The Contractor, however, is required to provide equal employment
23 opportunity and to take affirmative action for all minority groups, both male and
24 female, and all women, both minority and non-minority. Consequently, the
25 Contractor may be in violation of the Executive Order if a particular group is
26 employed in substantially disparate manner (for example, even though the
27 Contractor has achieved its goals for women generally, the Contractor may be in
28 violation of the Executive Order if a specific minority group of women is
29 underutilized).
30

31 10. The Contractor shall not use the goals and timetables or affirmative action
32 standards to discriminate against any person because of race, color, religion,
33 sex, or national origin.
34

35 11. The Contractor shall not enter into any subcontract with any person or firm
36 debarred from Government contracts pursuant to Executive Order 11246.
37

38 12. The Contractor shall carry out such sanctions and penalties for violation of these
39 specifications and of the Equal Opportunity Clause, including suspensions,
40 terminations and cancellations of existing subcontracts as may be imposed or
41 ordered pursuant to Executive Order 11246, as amended, and its implementing
42 regulations by the Office of Federal Contract Compliance Programs. Any
43 Contractor who fails to carry out such sanctions and penalties shall be in
44 violation of these specifications and Executive Order 11246, as amended.
45

- 1 13. The Contractor, in fulfilling its obligations under these specifications, shall
2 implement specific affirmative action steps, at least as extensive as those
3 standards prescribed in paragraph 7 of this Special Provision, so as to achieve
4 maximum results from its efforts to ensure equal employment opportunity. If
5 the Contractor fails to comply with the requirements of the Executive Order, the
6 implementing regulations, or these specifications, the Director shall proceed in
7 accordance with 41 CFR 60-4.8.
8
- 9 14. The Contractor shall designate a responsible official to monitor all employment
10 related activity to ensure that the company EEO policy is being carried out, to
11 submit reports relating to the provisions hereof as may be required by the
12 government and to keep records. Records shall at least include, for each
13 employee, their name, address, telephone numbers, construction trade, union
14 affiliation if any, employee identification number when assigned, social security
15 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer),
16 dates of changes in status, hours worked per week in the indicated trade, rate of
17 pay, and locations at which the work was performed. Records shall be
18 maintained in an easily understandable and retrievable form; however, to the
19 degree that existing records satisfy this requirement, the Contractors will not be
20 required to maintain separate records.
21
- 22 15. Nothing herein provided shall be construed as a limitation upon the application
23 of other laws which establish different standards of compliance or upon the
24 application of requirements for the hiring of local or other area residents (e.g.,
25 those under the Public Works Employment Act of 1977 and the Community
26 Development Block Grant Program).
27
- 28 16. Additional assistance for Federal Construction Contractors on contracts
29 administered by Washington State Department of Transportation or by Local
30 Agencies may be found at:

31
32 Washington State Dept. of Transportation
33 Office of Equal Opportunity
34 PO Box 47314
35 310 Maple Park Ave. SE
36 Olympia WA
37 98504-7314
38 Ph: 360-705-7090
39 Fax: 360-705-6801
40 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
41

1 **(June 6, 2022)**

2 **Special Training Provisions**

3 **General Requirements**

4 The Contractor's equal employment opportunity, affirmative action program
5 shall include the requirements set forth below. The Contractor shall provide on-
6 the-job training aimed at developing trainees to journey-level status in the
7 trades involved. The number of training hours shall be *** 400 hours ***.
8 Trainees shall not be assigned less than 400 hours per individual per Contract.
9 The Contractor may elect to accomplish training as part of the work of a
10 subcontractor, however, the Prime Contractor shall retain the responsibility for
11 complying with these Special Provisions (achieving the training goal). When
12 the Contractor's training plan includes trainees for Subcontractors or lower-tier
13 Subcontractors, this special provision shall be included in the subcontract.
14

15 **Trainee Approval**

16 The Contractor shall make every effort to employ/enroll minority and women
17 trainees to the extent such persons are available within a reasonable
18 recruitment area. This training provision is not intended and shall not be used
19 to discriminate against any applicant for training, whether that person is a
20 minority, woman or otherwise. A non-minority male trainee or apprentice may
21 be approved provided the following requirements are met:
22

- 23 1. The Contractor is otherwise in compliance with the contract's Equal
24 Employment Opportunity (EEO) and On-the-Job Training (OJT)
25 requirements and provides documentation of the efforts taken to fill
26 the specific training position with either minorities or females
27
- 28 2. or, if not otherwise in compliance, furnishes evidence of his/her
29 systematic and direct recruitment efforts in regard to the position in
30 question and in promoting the enrollment and/or employment of
31 minorities and females in the craft which the proposed trainee is to be
32 trained
33
- 34 3. and the Contractor has made a good faith effort towards recruiting of
35 minorities and women. As a minimum good faith efforts shall consist
36 of the following:
37
 - 38 a. Distribution of written notices of available employment
39 opportunities with the Contractor and enrollment opportunities
40 with its unions. Distribution should include but not be limited to;
41 minority and female recruitment sources, WSDOT's OJT Support
42 Services Coordinator, and minority and female community
43 organizations.
44
 - 45 b. Records documenting the Contractor's efforts and the outcome of
46 those efforts, to employ minority and female applicants and/or
47 refer them to unions.
48

- c. Records reflecting the Contractor's efforts in participating in developing minority and female on-the-job training opportunities, including upgrading programs and apprenticeship opportunities.
- d. Distribution of written notices to unions and training programs disseminating the Contractor's EEO policy and requesting cooperation in achieving EEO and OJT obligations (and their written responses). For assistance in locating trainee candidates, the Contractor may call WSDOT's OJT Support Services Coordinator at (360) 705-7090 or email ojtssinfo@wsdot.wa.gov.

No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course leading to journey-level worker status or in which the employee has been employed as a journey-level worker. The Contractor's records shall document the methods for determining the trainee's status and findings in each case. When feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

For the purpose of this specification, acceptable training programs are those employing trainees/apprentices registered with the following:

- 1. Washington State Department of Labor & Industries — State Apprenticeship Training Council (SATC) approved apprenticeship agreement:
 - a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be:
 - i. an individual written agreement between an employer and apprentice
 - ii. a written agreement between (an employer or an association of employers) and an organization of employees describing conditions of employment for apprentices
 - iii. a written statement describing conditions of employment for apprentices in a plant where there is no bona fide employee organization.

All such agreements shall conform to the basic standards and other provisions of RCW Chapter 49.04.

- 2. Apprentices must be registered with U.S. Department of Labor — Apprenticeship Training, Employer, and Labor Services (ATELS) approved program.

Or

- 1 3. Non-ATELS/SATC programs that have been submitted to the
2 Contracting Agency for approval by the FHWA for the specific project.
3

4 **Obligation to Provide Information**

5 Upon starting a new trainee, the Contractor shall furnish the trainee a copy of
6 the approved program the Contractor will follow in providing the training. Upon
7 completion of the training, the Contractor shall provide the Contracting Agency
8 with a certification showing the type and length of training satisfactorily
9 completed by each trainee.

10 **Training Program Approval**

11 The Training Program shall meet the following requirements:

- 12
- 13 1. The Training Program (DOT Form 272-049) must be submitted to the
14 Engineer for approval **prior to commencing contract work** and shall
15 be resubmitted when modifications to the program occur.
16
 - 17 2. The minimum length and type of training for each classification will be
18 as established in the training program as approved by the Contracting
19 Agency.
20
 - 21 3. The Training Program shall contain the trades proposed for training,
22 the number of trainees, the hours assigned to the trade and the
23 estimated beginning work date for each trainee.
24
 - 25 4. Unless otherwise specified, Training Programs will be approved if the
26 proposed number of training hours equals the training hours required
27 by contract and the trainees are not assigned less than 400 hours
28 each.
29
 - 30 5. After approval of the training program, information concerning each
31 individual trainee and good faith effort documentation shall be
32 submitted on (DOT Form 272-050.)
33
 - 34 6. In King County, laborer trainees or apprentices will not be approved on
35 contracts containing less than 2000 training hours as specified in this
36 Section. In King County, no more than twenty percent (20%) of hours
37 proposed for trainees or apprentices shall be in the laborer
38 classification when the contract contains 2000 or more hours of
39 training as specified in this Section. Trainees shall not be assigned
40 less than 400 hours per contract.
41
 - 42 7. Flagging programs will not be approved. Other programs that include
43 flagging training will only be approved if the flagging portion is limited
44 to an orientation of not more than 20 hours.
45
 - 46 8. It is the intention of these provisions that training is to be provided in
47 the construction crafts rather than clerk-typists or secretarial-type
48 positions. Training is permissible in lower level management positions
49

1 such as office engineers, estimators, timekeepers, etc., where the
2 training is oriented toward construction applications. Some off-site
3 training is permissible as long as the training is an integral part of an
4 approved training program.
5

6 9. It is normally expected that a trainee will begin training on the project
7 as soon as feasible after start of work, utilizing the skill involved and
8 remain on the project as long as training opportunities exist in the
9 work classification or the trainee reaches journey-level status. It is not
10 required that all trainees be on board for the entire length of the
11 contract. The number trained shall be determined on the basis of the
12 total number enrolled on the contract for a significant period.
13

14 10. Wage Progressions: Trainees will be paid at least the applicable ratios
15 or wage progressions shown in the apprenticeship standards
16 published by the Washington State Department of Labor and
17 Industries. In the event that no training program has been established
18 by the Department of Labor and Industries, the trainee shall be paid in
19 accordance with the provisions of RCW 39.12.021, which reads as
20 follows:
21

22 Apprentice workers employed upon public works projects for
23 whom an apprenticeship agreement has been registered and
24 approved with the State Apprenticeship Council pursuant to RCW
25 49.04, must be paid at least the prevailing hourly rate for an
26 apprentice of that trade. Any worker for whom an apprenticeship
27 agreement has not been registered and approved by the State
28 Apprenticeship Council shall be considered to be a fully qualified
29 journey-level worker, and, therefore, shall be paid at the
30 prevailing hourly rate for journey-level worker.
31

32 **Compliance**

33 In the event that the Contractor is unable to accomplish the required training
34 hours but can demonstrate a good faith effort to meet the requirements as
35 specified, then the Contracting Agency will adjust the training goals
36 accordingly.
37

38 **Noncompliance and Sanctions**

39 When a contractor violates EEO provisions of the contract, the Contracting
40 Agency may impose damages in accordance with WSDOT's Equal Opportunity
41 Compliance Program and the FHWA 1273. These damages consist of
42 additional administrative costs including, but not limited to, the inspection,
43 supervision, engineering, compliance, and legal staff time and expenses
44 necessary for investigating, reporting, and correcting violations, as well as loss
45 of federal funding, if any. Damages attributable to a contractor's violations of
46 the EEO provisions may be deducted from progress payments due the
47 Contractor. Before any money is withheld, the Contractor will be provided with
48 a notice of the basis of the violations, the amount to be withheld and provided
49 an opportunity to respond. The monetary value of the sanction will be

1 calculated on a case-by-case basis and based on the damages incurred by the
2 Contracting Agency.

3
4 The Contracting Agency's decision to recover damages for an EEO violation
5 does not limit its ability to suspend or revoke the contractor's pre-qualification
6 status or seek other remedies as allowed by federal or state law. In
7 appropriate circumstances, the Contracting Agency may also refer the
8 Contractor to other state or federal authorities for additional sanctions.
9

10 **Requirements for Non ATELS/SATC Approved Training Programs**

11 Contractors who are not affiliated with a program approved by ATELS or SATC
12 may have their training program approved (by FHWA) provided that the
13 program is submitted for approval on DOT Form 272-049, and the following
14 standards are addressed and incorporated in the Contractor's program:
15

- 16 1. The program establishes minimum qualifications for persons entering
17 the training program.
- 18
- 19 2. The program shall outline the work processes in which the trainee will
20 receive supervised work experience and training on-the-job and the
21 allocation of the approximate time to be spent in each major process.
22 The program shall include the method for recording and reporting the
23 training completed shall be stated.
24
- 25 3. The program shall include a numeric ratio of trainees to journey-level
26 worker consistent with proper supervision, training, safety, and
27 continuity of employment. The ratio language shall be specific and
28 clear as to application in terms of job site and workforce during normal
29 operations (normally considered to fall between 1:10 and 1:4).
30
- 31 4. The terms of training shall be stated in hours. The number of hours
32 required for completion to journey-level worker status shall be
33 comparable to the apprenticeship hours established for that craft by
34 the SATC. The following are examples of programs that are currently
35 approved:
36

CRAFT	HOURS
Laborer	4,000
Ironworker	6,000
Carpenter	5,200-8,000
Construction Electrician	8,000
Operating Engineer	6,000-8,000
Cement Mason	5,400
Teamster	2,100

- 46 5. The method to be used for recording and reporting the training
47 completed shall be stated.
48

1 **Measurement**

2 The Contractor may request that the total number of “training” hours for the
3 contract be increased subject to approval by the Contracting Agency. This
4 reimbursement will be made even though the Contractor receives additional
5 training program funds from other sources, provided such other sources do not
6 prohibit other reimbursement. Reimbursement to the Contractor for off-site
7 training as indicated previously may only be made when the Contractor does
8 one or more of the following and the trainees are concurrently employed on a
9 Federal-aid project:

- 10
- 11 1. contributes to the cost of the training,
 - 12 2. provides the instruction to the trainee,
 - 13 3. pays the trainee’s wages during the off- site training period.
- 14

15

16 Reimbursement will be made upon receipt of a certified invoice that shows the
17 related payroll number, the name of trainee, total hours trained under the
18 program, previously paid hours under the contract, hours due this estimate, and
19 dollar amount due this estimate. The certified invoice shall show a statement
20 indicating the Contractor’s effort to enroll minorities and women when a new
21 enrollment occurs. If a trainee is participating in a SATC/ATELS approved
22 apprenticeship program, a copy of the certificate showing apprenticeship
23 registration must accompany the first invoice on which the individual appears.
24 Reimbursement for training occurring prior to approval of the training program
25 will be allowed if the Contractor verbally notifies the Engineer of this occurrence
26 at the time the apprentice/trainee commences work. A trainee/apprentice,
27 regardless of craft, must have worked on the contract for at least 20 hours to be
28 eligible for reimbursement.
29

30

31 Training hours that are not in compliance with the approved training plan will
32 not be measured.
33

34 **Payment**

35 The Contractor will be reimbursed under the item “Training” per hour for each
36 hour of approved training provided under the Contract.
37
38

39 **1-07.11 Requirements for Nondiscrimination**

40 *(October 1, 2020 APWA GSP, Option B)*

41

42 Supplement this section with the following:

43

44 ***Disadvantaged Business Enterprise Participation***

45 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
46 USDOT’s official interpretations (i.e., Questions & Answers) apply to this Contract.
47 Demonstrating compliance with these Specifications is a Condition of Award (COA)
48 of this Contract. Failure to comply with the requirements of this Specification may

1 result in your Bid being found to be nonresponsive resulting in rejection or other
2 sanctions as provided by Contract.

3
4 **DBE Abbreviations and Definitions**

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

10
11 **Certified Business Description** – Specific descriptions of work the DBE is
12 certified to perform, as identified in the Certified Firm Directory, under the
13 Vendor Information page.

14
15 **Certified Firm Directory** – A database of all Minority, Women, and
16 Disadvantaged Business Enterprises currently certified by Washington
17 State. The on-line Directory is available to Bidders for their use in
18 identifying and soliciting interest from DBE firms. The database is located
19 under the Firm Certification section of the Diversity Management and
20 Compliance System web page at: <https://omwbe.diversitycompliance.com>.

21
22 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines
23 commercially useful function as: “*A DBE performs a commercially useful*
24 *function when it is responsible for execution of the work of the contract and*
25 *is carrying out its responsibilities by actually performing, managing, and*
26 *supervising the work involved. To perform a commercially useful function,*
27 *the DBE must also be responsible, with respect to materials and supplies*
28 *used on the contract, for negotiating price, determining quality and*
29 *quantity, ordering the material, and installing (where applicable) and*
30 *paying for the material itself. To determine whether a DBE is performing a*
31 *commercially useful function, you must evaluate the amount of work*
32 *subcontracted, industry practices, whether the amount the firm is to be paid*
33 *under the contract is commensurate with the work it is actually performing*
34 *and the DBE credit claimed for its performance of the work, and other*
35 *relevant factors.”*

36
37 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by
38 the Washington State Office of Minority and Women’s Business
39 Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE
40 certification.

41
42 **Force Account Work** – Work measured and paid in accordance with
43 Section 1-09.6.
44

1 **Good Faith Efforts** – Efforts to achieve the DBE COA Goal or other
2 requirements of this part which, by their scope, intensity, and
3 appropriateness to the objective, can reasonably be expected to fulfill the
4 program requirement.
5

6 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
7 establishment that produces on the premises the materials, supplies,
8 articles, or equipment required under the Contract. A DBE Manufacturer
9 shall produce finished goods or products from raw or unfinished material or
10 purchase and substantially alters goods and materials to make them suitable
11 for construction use before reselling them.
12

13 **Reasonable Fee (DBE)** – For purposes of Brokers or service providers a
14 reasonable fee shall not exceed 5% of the total cost of the goods or services
15 brokered.
16

17 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a
18 store, warehouse, or other establishment in which the materials or supplies
19 required for the performance of a Contract are bought, kept in stock, and
20 regularly sold to the public in the usual course of business. To be a Regular
21 Dealer, the DBE firm must be an established regular business that engages
22 in as its principal business and in its own name the purchase and sale of the
23 products in question. A Regular Dealer in such items as steel, cement,
24 gravel, stone, and petroleum products need not own, operate or maintain a
25 place of business if it both owns and operates distribution equipment for the
26 products. Any supplementing of regular dealers' own distribution
27 equipment shall be by long-term formal lease agreements and not on an ad-
28 hoc basis. Brokers, packagers, manufacturers' representatives, or other
29 persons who arrange or expedite transactions shall not be regarded as
30 Regular Dealers within the meaning of this definition.
31

32 **DBE Commitment** – The scope of work and dollar amount the Bidder
33 indicates they will be subcontracting to be applied towards the DBE
34 Condition of Award Goal as shown on the DBE Utilization Certification
35 Form for each DBE Subcontractor. This DBE Commitment amount will be
36 incorporated into the Contract and shall be considered a Contract
37 requirement. The Contractor shall utilize the COA DBEs to perform the
38 work and supply the materials for which they are committed. Any changes
39 to the DBE Commitment require the Engineer's prior written approval.
40

41 **DBE Condition of Award (COA) Goal** – An assigned numerical amount
42 specified as a percentage of the Contract. Initially, this is the minimum
43 amount that the Bidder must commit to by submission of the Utilization
44 Certification Form and/or by Good Faith Effort (GFE).
45

1 **DBE COA Goal**

2 The Contracting Agency has established a DBE COA Goal for this Contract in
3 the amount of: *** Twelve percent (12%) ***
4

5 **Crediting DBE Participation**

6 Subcontractors proposed as COA must be certified prior to the due date for bids
7 on the Contract. All non-COA DBE Subcontractors shall be certified before the
8 subcontract on which they are participating is executed.
9

10 DBE participation is only credited upon payment to the DBE.

11
12 The following are some definitions of what may be counted as DBE
13 participation.
14

15 **DBE Prime Contractor**

16 Only take credit for that portion of the total dollar value of the Contract
17 equal to the distinct, clearly defined portion of the Work that the DBE
18 Prime Contractor performs with its own forces and is certified to perform.
19

20 **DBE Subcontractor**

21 Only take credit for that portion of the total dollar value of the subcontract
22 that is equal to the distinct, clearly defined portion of the Work that the
23 DBE performs with its own forces and is certified to perform. The value of
24 work performed by the DBE includes the cost of supplies and materials
25 purchased by the DBE and equipment leased by the DBE, for its work on
26 the contract. Supplies, materials or equipment obtained by a DBE that are
27 not utilized or incorporated in the contract work by the DBE will not be
28 eligible for DBE credit.
29

30 The supplies, materials, and equipment purchased or leased from the
31 Contractor or its affiliate, including any Contractor's resources available to
32 DBE subcontractors at no cost, shall not be credited.
33

34 DBE credit will not be given in instances where the equipment lease
35 includes the operator. The DBE is expected to operate the equipment used
36 in the performance of its work under the contract with its own forces.
37 Situations where equipment is leased and used by the DBE, but payment is
38 deducted from the Contractor's payment to the DBE is not allowed.
39

40 When the subcontractor is part of a DBE Commitment, the following
41 apply:
42

- 43 1. If a DBE subcontracts a portion of the Work of its contract to
44 another firm, the value of the subcontracted Work may be counted

1 toward the DBE COA Goal only if the Lower-Tier Subcontractor is
2 also a DBE.

3
4 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE,
5 may be counted toward the DBE COA Goal.

6
7 3. Work subcontracted to a non-DBE does not count towards the DBE
8 COA Goal.

9
10 **DBE Subcontract and Lower Tier Subcontract Documents**

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

14
15 **DBE Service Provider**

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

23
24 **Force Account Work**

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

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

34
35 **Temporary Traffic Control**

36 If the DBE firm only provides "Flagging", the DBE firm must provide a
37 Traffic Control Supervisor (TCS) and flagger, which are under the direct
38 control of the DBE. The DBE firm shall also provide all flagging
39 equipment for it's employees (e.g. paddles, hard hats, and vests).

40
41 If the DBE firm provides "Traffic Control Services", the DBE firm must
42 provide a TCS, flaggers, and traffic control items (e.g., cones, barrels,
43 signs, etc.) and be in total control of all items in implementing the traffic
44 control for the project.

1 **Trucking**

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

8
9 The DBE trucking firm must own and operate at least one licensed, insured
10 and operational truck on the contract. The truck must be of the type that is
11 necessary to perform the hauling duties required under the contract. The
12 DBE receives credit for the value of the transportation services it provides
13 on the Contract using trucks it owns or leases, licenses, insures, and
14 operates with drivers it employs.

15
16 The DBE may lease additional trucks from another DBE firm. The DBE
17 who leases additional trucks from another DBE firm receives credit for the
18 value of the transportation services the lessee DBE provides on the
19 Contract.

20
21 The trucking Work subcontracted to any non-DBE trucking firm will not
22 receive credit for Work done on the project.

23
24 The DBE may lease trucks from a truck leasing company (recognized truck
25 rental center), but can only receive credit towards DBE participation if the
26 DBE uses its own employees as drivers.

27
28 **DBE Manufacturer and DBE Regular Dealer**

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

32
33 Sixty percent (60%) of the cost of materials or supplies purchased from a
34 DBE Regular Dealer may be credited towards the DBE Goal. If the role of
35 the DBE Regular Dealer is determined to be that of a Broker, then DBE
36 credit shall be limited to the fee or commission it receives for its services.
37 Regular Dealer status and the amount of credit is determined on a Contract-
38 by-Contract basis.

39
40 DBE firms proposed to be used as a Regular Dealer must be approved
41 before being listed as a COA/used on a project. The WSDOT Approved
42 Regular Dealer list published on WSDOT's Office of Equal Opportunity
43 (OEO) web site must include the specific project for which approval is
44 being requested. For purposes of the DBE COA Goal participation, the

1 Regular Dealer must submit the Regular Dealer Status Request form a
2 minimum of five calendar days prior to bid opening.

3
4 Purchase of materials or supplies from a DBE which is neither a
5 manufacturer nor a regular dealer, (i.e. Broker) only the fees or
6 commissions charged for assistance in the procurement of the materials and
7 supplies, or fees or transportation charges for the delivery of materials or
8 supplies required on the job site, may count towards the DBE COA Goal
9 provided the fees are not excessive as compared with fees customarily
10 allowed for similar services. Documentation will be required to support the
11 fee/commission charged by the DBE. The cost of the materials and supplies
12 themselves cannot be counted toward the DBE COA Goal.

13
14 Note: Requests to be listed as a Regular Dealer will only be processed if
15 the requesting firm is a material supplier certified by the Office of
16 Minority and Women's Business Enterprises in a NAICS code that
17 falls within the 42XXXX NAICS Wholesale code section.

18
19 **Disadvantaged Business Enterprise Utilization**

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

27
28 The Bidder is advised that the items listed below when listed in the Utilization
29 Certification must have their amounts reduced to the percentages shown and
30 those reduced amounts will be the amount applied towards meeting the DBE
31 COA Goal.

- 32
33 • Force account at 50%
34 • Regular dealer at 60%

35
36 In the event of arithmetic errors in completing the DBE Utilization Certification,
37 the amount listed to be applied towards the DBE COA Goal for each DBE shall
38 govern and the DBE total amount shall be adjusted accordingly.

39
40 Note: The Contracting Agency shall consider as non-responsive and shall
41 reject any Bid Proposal submitted that does not contain a DBE
42 Utilization Certification Form that accurately demonstrates how
43 the Bidder intends to meet the DBE COA Goal.

1 **Disadvantaged Business Enterprise Written Confirmation Document(s)**

2 The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written
3 Confirmation Document (completed and signed by the DBE) for each DBE firm
4 listed in the Bidder’s completed DBE Utilization Certification submitted with
5 the Bid. Failure to do so will result in the associated participation being
6 disallowed, which may cause the Bid to be determined to be nonresponsive
7 resulting in Bid rejection.

8
9 The Confirmation Documents provide confirmation from the DBEs that they are
10 participating in the Contract as provided in the Bidder’s Commitment. The
11 Confirmation Documents must be consistent with the Utilization Certification.

12
13 A DBE Written Confirmation Document (WSDOT Form 422-031) is included
14 in the Proposal package for this purpose.

15
16 The form(s) shall be received as specified in the special provisions for Section
17 1-02.9 Delivery of Proposal.

18
19 It is prohibited for the Bidder to require a DBE to submit a Written
20 Confirmation Document with any part of the form left blank. Should the
21 Contracting Agency determine that an incomplete Written Confirmation
22 Document was signed by a DBE, the validity of the document comes into
23 question. The associated DBE participation may not receive credit.

24
25 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

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

32
33 Achieving the DBE COA Goal may be accomplished in one of two ways:

- 34
35 1. By meeting the DBE COA Goal
36 Submission of the DBE Utilization Certification, supporting DBE
37 Written Confirmation Document(s) showing the Bidder has obtained
38 enough DBE participation to meet or exceed the DBE COA Goal, the
39 DBE Bid Item Breakdown and the DBE Trucking Credit Form, if
40 applicable.
41
42 2. By documentation that the Bidder made adequate GFE to meet the
43 DBE COA Goal
44 The Bidder may demonstrate a GFE in whole or part through GFE
45 documentation ONLY IN THE EVENT a Bidder’s efforts to solicit

1 sufficient DBE participation have been unsuccessful. The Bidder must
2 supply GFE documentation in addition to the DBE Utilization
3 Certification, supporting DBE Written Confirmation Document(s), the
4 DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if
5 applicable.
6

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

12 GFE documentation, the DBE Bid Item Breakdown form, and the DBE
13 Trucking Credit Form, if applicable, shall be submitted as specified in Section
14 1-02.9.
15

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

19 **Good Faith Effort (GFE) Documentation**

20 GFE is evaluated when:
21

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

29 49 CFR Part 26, Appendix A is intended as general guidance and does not, in
30 itself, demonstrate adequate good faith efforts. The following is a list of types of
31 actions, which would be considered as part of the Bidder's GFE to achieve DBE
32 participation. It is not intended to be a mandatory checklist, nor is it intended to
33 be exclusive or exhaustive. Other factors or types of efforts may be relevant in
34 appropriate cases.
35

- 36 1. Soliciting through all reasonable and available means (e.g. attendance
37 at pre-bid meetings, advertising and/or written notices) the interest of
38 all certified DBEs who have the capability to perform the Work of the
39 Contract. The Bidder must solicit this interest within sufficient time to
40 allow the DBEs to respond to the solicitation. The Bidder must
41 determine with certainty if the DBEs are interested by taking
42 appropriate steps to follow up initial solicitations.
43
- 44 2. Selecting portions of the Work to be performed by DBEs in order to
45 increase the likelihood that the DBE COA Goal will be achieved. This

1 includes, where appropriate, breaking out contract Work items into
2 economically feasible units to facilitate DBE participation, even when
3 the Bidder might otherwise prefer to perform these Work items with its
4 own forces.
5

6 3. Providing interested DBEs with adequate information about the Plans,
7 Specifications, and requirements of the Contract in a timely manner to
8 assist them in responding to a solicitation.
9

10 a. Negotiating in good faith with interested DBEs. It is the Bidder's
11 responsibility to make a portion of the Work available to DBE
12 subcontractors and suppliers and to select those portions of the
13 Work or material needs consistent with the available DBE
14 subcontractors and suppliers, so as to facilitate DBE participation.
15 Evidence of such negotiation includes the names, addresses, and
16 telephone numbers of DBEs that were considered; a description of
17 the information provided regarding the Plans and Specifications
18 for the Work selected for subcontracting; and evidence as to why
19 additional agreements could not be reached for DBEs to perform
20 the Work.
21

22 b. A Bidder using good business judgment would consider a number
23 of factors in negotiating with subcontractors, including DBE
24 subcontractors, and would take a firm's price and capabilities as
25 well as the DBE COA Goal into consideration. However, the fact
26 that there may be some additional costs involved in finding and
27 using DBEs is not in itself sufficient reason for a Bidder's failure
28 to meet the DBE COA Goal, as long as such costs are reasonable.
29 Also, the ability or desire of a Bidder to perform the Work of a
30 Contract with its own organization does not relieve the Bidder of
31 the responsibility to make Good Faith Efforts. Bidders are not,
32 however, required to accept higher quotes from DBEs if the price
33 difference is excessive or unreasonable.
34

35 4. Not rejecting DBEs as being unqualified without sound reasons based
36 on a thorough investigation of their capabilities. The Bidder's standing
37 within its industry, membership in specific groups, organizations, or
38 associations and political or social affiliations (for example union vs.
39 non-union employee status) are not legitimate causes for the rejection
40 or non-solicitation of bids in the Bidder's efforts to meet the DBE
41 COA Goal.
42

43 5. Making efforts to assist interested DBEs in obtaining bonding, lines of
44 credit, or insurance as required by the recipient or Bidder.
45

- 1 6. Making efforts to assist interested DBEs in obtaining necessary
2 equipment, supplies, materials, or related assistance or services.
3
4 7. Effectively using the services of available minority/women community
5 organizations; minority/women contractors’ groups; local, State, and
6 Federal minority/women business assistance offices; and other
7 organizations as allowed on a case-by-case basis to provide assistance
8 in the recruitment and placement of DBEs.
9
10 8. Documentation of GFE must include copies of each DBE and non-
11 DBE subcontractor quotes submitted to the Bidder when a non-DBE
12 subcontractor is selected over a DBE for Work on the Contract. (ref.
13 updated DBE regulations – 26.53(b)(2)(vi) & App. A)
14

15 **Administrative Reconsideration of GFE Documentation**

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

- 18
19 • The Bidder must request within 48 hours of notification of being
20 nonresponsive or forfeit the right to reconsideration.
21
22 • The reconsideration decision on the adequacy of the Bidder’s GFE
23 documentation shall be made by an official who did not take part in the
24 original determination.
25
26 • Only original GFE documentation submitted as a supplement to the
27 Bid shall be considered. The Bidder shall not introduce new
28 documentation at the reconsideration hearing.
29
30 • The Bidder shall have the opportunity to meet in person with the
31 official for the purpose of setting forth the Bidder’s position as to why
32 the GFE documentation demonstrates a sufficient effort.
33
34 • The reconsideration official shall provide the Bidder with a written
35 decision on reconsideration within five working days of the hearing
36 explaining the basis for their finding.
37

38 **DBE Bid Item Breakdown**

39 The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-
40 054) as specified in the Special Provisions for Section 1-02.9, Delivery of
41 Proposal.
42

1 **DBE Trucking Credit Form**

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

5
6 Note: The DBE Trucking Credit Form is only required for a DBE Firm
7 listed on the DBE Utilization Certification as a subcontractor for
8 “Trucking” or “Hauling” and are performing a part of a bid item.
9 For example, if the item of Work is Structure Excavation including
10 Haul, and another firm is doing the excavation and the DBE
11 Trucking firm is doing the haul, the form is required. For a DBE
12 subcontractor that is responsible for an entire item of work that
13 may require some use of trucks, the form is not required.
14

15 **Procedures between Award and Execution**

16 After Award and prior to Execution, the Contractor shall provide the additional
17 information described below. Failure to comply shall result in the forfeiture of
18 the Bidder’s Proposal bond or deposit.
19

- 20 1. A list of all firms who submitted a bid or quote in attempt to
21 participate in this project whether they were successful or not. Include
22 the business name and mailing address.
23

24 Note: The firms identified by the Contractor may be contacted by the
25 Contracting Agency to solicit general information as follows: age
26 of the firm and average of its gross annual receipts over the past
27 three years.
28

29 **Procedures after Execution**

30 **Commercially Useful Function (CUF)**

31 The Contractor may only take credit for the payments made for Work
32 performed by a DBE that is determined to be performing a CUF. Payment
33 must be commensurate with the work actually performed by the DBE. This
34 applies to all DBEs performing Work on a project, whether or not the
35 DBEs are COA, if the Contractor wants to receive credit for their
36 participation. The Engineer will conduct CUF reviews to ascertain whether
37 DBEs are performing a CUF. A DBE performs a CUF when it is carrying
38 out its responsibilities of its contract by actually performing, managing, and
39 supervising the Work involved. The DBE must be responsible for
40 negotiating price; determining quality and quantity; ordering the material,
41 installing (where applicable); and paying for the material itself. If a DBE
42 does not perform “all” of these functions on a furnish-and-install contract,
43 it has not performed a CUF and the cost of materials cannot be counted
44 toward DBE COA Goal. Leasing of equipment from a leasing company is
45 allowed. However, leasing/purchasing equipment from the Contractor is

1 not allowed. Lease agreements shall be provided prior to the Subcontractor
2 beginning Work. Any use of the Contractor's equipment by a DBE may not
3 be credited as countable participation.
4

5 The DBE does not perform a CUF if its role is limited to that of an extra
6 participant in a transaction, contract, or project through which the funds are
7 passed in order to obtain the appearance of DBE participation.
8

9 In order for a DBE traffic control company to be considered to be
10 performing a CUF, the DBE must be in control of its work inclusive of
11 supervision. The DBE shall employ a Traffic Control Supervisor who is
12 directly involved in the management and supervision of the traffic control
13 employees and services.
14

15 The following are some of the factors that the Engineer will use in
16 determining whether a DBE trucking company is performing a CUF:
17

- 18 • The DBE shall be responsible for the management and supervision
19 of the entire trucking operation for which it is responsible on the
20 contract. The owner demonstrates business related knowledge,
21 shows up on site and is determined to be actively running the
22 business.
23
- 24 • The DBE itself shall own and operate at least one fully licensed,
25 insured, and operational truck used on the Contract. The drivers of
26 the trucks owned and leased by the DBE must be exclusively
27 employed by the DBE and reflected on the DBE's payroll.
28
- 29 • Lease agreements for trucks shall indicate that the DBE has
30 exclusive use of and control over the truck(s). This does not
31 preclude the leased truck from working for others provided it is
32 with the consent of the DBE and the lease provides the DBE
33 absolute priority for use of the leased truck.
34
- 35 • Leased trucks shall display the name and identification number of
36 the DBE.
37

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

39 In addition to the subcontracting requirements of Section 1-08.1, each DBE
40 trucking firm shall submit supplemental information consisting of a
41 completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT
42 Form 350-077), copy of vehicle registrations, and all Rental/Lease
43 agreements (if applicable). The supplemental information shall be
44 submitted to the Engineer prior to any trucking services being performed
45 for DBE credit. Incomplete or incorrect supplemental information will be

1 returned for correction. The corrected Primary UDBE/DBE/FSBE Truck
2 Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit
3 Listing Logs shall be submitted and accepted by the Engineer no later than
4 ten calendar days of utilizing applicable trucks. Failure to submit or update
5 the DBE Truck Unit Listing Log may result in trucks not being credited as
6 DBE participation.
7

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

14 **Joint Checking**

15 A joint check is a check between a Subcontractor and the Contractor to the
16 supplier of materials/supplies. The check is issued by the Contractor as
17 payer to the Subcontractor and the material supplier jointly for items to be
18 incorporated into the project. The DBE must release the check to the
19 supplier, while the Contractor acts solely as the guarantor.
20

21 A joint check agreement must be approved by the Engineer and requested
22 by the DBE involved using the DBE Joint Check Request Form (form #
23 272-053) prior to its use. The form must accompany the DBE Joint Check
24 Agreement between the parties involved, including the conditions of the
25 arrangement and expected use of the joint checks.
26

27 The approval to use joint checks and the use will be closely monitored by
28 the Engineer. To receive DBE credit for performing a CUF with respect to
29 obtaining materials and supplies, a DBE must “be responsible for
30 negotiating price, determining quality and quantity, ordering the material,
31 installing and paying for the material itself.” The Contractor shall submit
32 DBE Joint Check Request Form to the Engineer and be in receipt of written
33 approval prior to using a joint check.
34

35 Material costs paid by the Contractor directly to the material supplier are
36 not allowed. If proper procedures are not followed or the Engineer
37 determines that the arrangement results in lack of independence for the
38 DBE involved, no DBE credit will be given for the DBE’s participation as
39 it relates to the material cost.
40

41 **Prompt Payment**

42 Prompt payment to all subcontractors shall be in accordance with Section
43 1-08.1. Prompt payment requirements apply to progress payments as well
44 as return of retainage.
45

1 **Subcontracts**

2 Prior to a DBE performing Work on the Contract, an executed subcontract
3 between the DBE and the Contractor shall be submitted to the Engineer.
4 The executed subcontracts shall be submitted by email to the following
5 email address(s)

6
7 colemant@ci.woodland.wa.us
8 SWRegionOEO@wsdot.wa.gov

9
10 The prime contractor shall notify the Engineer in writing within five
11 calendar days of subcontract submittal.

12
13
14 **Reporting**

15 The Contractor and all subcontractors/suppliers/service providers that
16 utilize DBEs to perform work on the project, shall maintain appropriate
17 records that will enable the Engineer to verify DBE participation
18 throughout the life of the project.

19
20 Refer to Section 1-08.1 for additional reporting requirements associated
21 with this contract.

22
23 **Changes in COA Work Committed to DBE**

24 The Contractor shall utilize the COA DBEs to perform the work and supply the
25 materials for which each is committed unless prior written approval by the
26 Engineer is received by the Contractor. The Contractor shall not be entitled to
27 any payment for work or material completed by the Contractor or
28 subcontractors that was committed to be completed by the COA DBEs in the
29 DBE Utilization Certification form.

30
31 **Owner Initiated Changes**

32 In instances where the Engineer makes changes that result in changes to
33 Work that was committed to a COA DBE the Contractor may be directed to
34 substitute for the Work.

35
36 **Contractor Initiated Changes**

37 The Contractor cannot change the scope or reduce the amount of work
38 committed to a COA DBE without good cause. Reducing DBE
39 Commitment is viewed as partial DBE termination, and therefore subject to
40 the termination procedures below.

41
42 **Original Quantity Underruns**

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

1
2 **Contractor Proposed DBE Substitutions**

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

10
11 **DBE Termination**

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

19
20 Prior to requesting approval to terminate a COA DBE, the Contractor shall
21 give notice in writing to the DBE with a copy to the Engineer of its intent
22 to request to terminate DBE Work and the reasons for doing so. The DBE
23 shall have five (5) days to respond to the Contractor's notice. The DBE's
24 response shall either support the termination or advise the Engineer and the
25 Contractor of the reasons it objects to the termination of its subcontract.

26
27 If the request for termination is approved, the Contractor is required to
28 substitute with another DBE to perform at least the same amount of work as
29 the DBE that was terminated (or provide documentation of GFE). A plan to
30 replace the COA DBE Commitment amount shall be submitted to the
31 Engineer within 2 days of the approval of termination. The plan to replace
32 the Commitment shall provide the same detail as that required in the DBE
33 Utilization Certification.

34
35 The Contractor must have good cause to terminate a COA DBE.

36
37 Good cause typically includes situations where the DBE Subcontractor is
38 unable or unwilling to perform the work of its subcontract. Good cause
39 may exist if:

- 40
41
- 42 • The DBE fails or refuses to execute a written contract.
 - 43 • The DBE fails or refuses to perform the Work of its subcontract in
 - 44 a way consistent with normal industry standards.
- 45

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- The DBE fails or refuses to meet the Contractor’s reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
- The DBE’s work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE’s owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

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

Decertification

When a DBE is “decertified” from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a

1 DBE does not have an executed subcontract agreement at the time of
2 decertification.
3

4 **Consequences of Non-Compliance**

5 **Breach of Contract**

6 Each contract with a Contractor (and each subcontract the Contractor signs
7 with a Subcontractor) must include the following assurance clause:
8

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

- 17
- 18 (1) Withholding monthly progress payments;
 - 19
 - 20 (2) Assessing sanctions;
 - 21
 - 22 (3) Liquidated damages; and/or
 - 23
 - 24 (4) Disqualifying the Contractor from future bidding as non-
25 responsible.
 - 26

27 **Notice**

28 If the Contractor or any Subcontractor, Consultant, Regular Dealer, or
29 service provider is deemed to be in non-compliance, the Contractor will be
30 informed in writing, by certified mail by the Engineer that sanctions will be
31 imposed for failure to meet the DBE COA Commitment and/or submit
32 documentation of good faith efforts. The notice will state the specific
33 sanctions to be imposed which may include impacting a Contractor or other
34 entity's ability to participate in future contracts.
35

36 **Sanctions**

37 If it is determined that the Contractor's failure to meet all or part of the DBE
38 COA Commitment is due to the Contractor's inadequate good faith efforts
39 throughout the life of the Contract, including failure to submit timely, required
40 Good Faith Efforts information and documentation, the Contractor may be
41 required to pay DBE penalty equal to the amount of the unmet Commitment, in
42 addition to the sanctions outlined in Section 1-07.11(5).
43

1 **Payment**

2 Compensation for all costs involved with complying with the conditions of this
3 Specification and any other associated DBE requirements is included in
4 payment for the associated Contract items of Work, except otherwise provided
5 in the Specifications.
6

7
8 **1-07.2 State Taxes**

9
10 Delete this section, including its sub-sections, in its entirety and replace it with the
11 following:

12
13 **1-07.2 State Sales Tax**
14 *(June 27, 2011 APWA GSP)*

15
16 The Washington State Department of Revenue has issued special rules on the State
17 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
18 Contractor should contact the Washington State Department of Revenue for answers
19 to questions in this area. The Contracting Agency will not adjust its payment if the
20 Contractor bases a bid on a misunderstood tax liability.
21

22 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
23 contract amounts. In some cases, however, state retail sales tax will not be
24 included. Section 1-07.2(2) describes this exception.
25

26 The Contracting Agency will pay the retained percentage (or release the Contract
27 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
28 Washington State Department of Revenue a certificate showing that all contract-
29 related taxes have been paid (RCW 60.28.051). The Contracting Agency may
30 deduct from its payments to the Contractor any amount the Contractor may owe the
31 Washington State Department of Revenue, whether the amount owed relates to this
32 contract or not. Any amount so deducted will be paid into the proper State fund.
33

34 **1-07.2(1) State Sales Tax — Rule 171**

35
36 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
37 streets, roads, etc., which are owned by a municipal corporation, or political
38 subdivision of the state, or by the United States, and which are used primarily for foot
39 or vehicular traffic. This includes storm or combined sewer systems within and
40 included as a part of the street or road drainage system and power lines when such
41 are part of the roadway lighting system. For work performed in such cases, the
42 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
43 item prices, or other contract amounts, including those that the Contractor pays on
44 the purchase of the materials, equipment, or supplies used or consumed in doing the
45 work.
46

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

2
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of
4 new or existing buildings, or other structures, upon real property. This includes, but
5 is not limited to, the construction of streets, roads, highways, etc., owned by the state
6 of Washington; water mains and their appurtenances; sanitary sewers and sewage
7 disposal systems unless such sewers and disposal systems are within, and a part of,
8 a street or road drainage system; telephone, telegraph, electrical power distribution
9 lines, or other conduits or lines in or above streets or roads, unless such power lines
10 become a part of a street or road lighting system; and installing or attaching of any
11 article of tangible personal property in or to real property, whether or not such
12 personal property becomes a part of the realty by virtue of installation.

13
14 For work performed in such cases, the Contractor shall collect from the Contracting
15 Agency, retail sales tax on the full contract price. The Contracting Agency will
16 automatically add this sales tax to each payment to the Contractor. For this reason,
17 the Contractor shall not include the retail sales tax in the unit bid item prices, or in
18 any other contract amount subject to Rule 170, with the following exception.

19
20 Exception: The Contracting Agency will not add in sales tax for a payment the
21 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
22 equipment, or consumable supplies not integrated into the project. Such sales taxes
23 shall be included in the unit bid item prices or in any other contract amount.

24
25 **1-07.2(3) Services**

26
27 The Contractor shall not collect retail sales tax from the Contracting Agency on any
28 contract wholly for professional or other services (as defined in Washington State
29 Department of Revenue Rules 138 and 244).

30
31 **Load Limits**

32
33 Section 1-07.7 is supplemented with the following:

34
35 (March 13, 1995)

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

39
40 **Wages**

41
42 **General**

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

44
45 (January 10, 2022)

46 The Federal wage rates incorporated in this contract have been established by
47 the Secretary of Labor under United States Department of Labor General
48 Decision No. WA20220001.

1
2 The State rates incorporated in this contract are applicable to all construction
3 activities associated with this contract.
4

5 **1-07.9(5) Required Documents**
6 *(January 3, 2020 APWA GSP)*
7

8 Delete this section and replace it with the following:
9

10 **General**

11 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and
12 Certified Payrolls, including a signed Statement of Compliance for Federal-aid
13 projects, shall be submitted to the Engineer and the State L&I online Prevailing
14 Wage Intent & Affidavit (PWIA) system.
15

16 **Intents and Affidavits**

17 On forms provided by the Industrial Statistician of State L&I, the Contractor shall
18 submit to the Engineer the following for themselves and for each firm covered under
19 RCW 39.12 that will or has provided Work and materials for the Contract:
20

- 21 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
22 number F700-029-000. The Contracting Agency will make no payment under
23 this Contract until this statement has been approved by State L&I and
24 reviewed by the Engineer.
25
- 26 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
27 F700-007-000. The Contracting Agency will not grant Completion until all
28 approved Affidavit of Wages paid for the Contractor and all Subcontractors
29 have been received by the Engineer. The Contracting Agency will not release
30 to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of
31 Prevailing Wages Paid" forms have been approved by State L&I and all of the
32 approved forms have been submitted to the Engineer for every firm that
33 worked on the Contract.
34

35 The Contractor is responsible for requesting these forms from State L&I and for
36 paying any fees required by State L&I.
37

38 **Certified Payrolls**

39 Certified payrolls are required to be submitted by the Contractor for themselves, all
40 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted
41 weekly on all Federal-aid projects and no less than monthly on State funded projects.
42

43 **Penalties for Noncompliance**

44 The Contractor is advised, if these payrolls are not supplied within the prescribed
45 deadlines, any or all payments may be withheld until compliance is achieved. In
46 addition, failure to provide these payrolls may result in other sanctions as provided
47 by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).
48

1 **Requirements for Nondiscrimination**

2 Section 1-07.11 is supplemented with the following:

3
4 (September 3, 2019)

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

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

16
17 Women - Statewide

18
19 Timetable

Goal

20
21 Until further notice

6.9%

22 Minorities - by Standard Metropolitan Statistical Area (SMSA)

23
24 Spokane, WA:

25 SMSA Counties:

26 Spokane, WA

2.8

27 WA Spokane.

28 Non-SMSA Counties

3.0

29 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield;

30 WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

31
32 Richland, WA

33 SMSA Counties:

34 Richland Kennewick, WA

5.4

35 WA Benton; WA Franklin.

36 Non-SMSA Counties

3.6

37 WA Walla Walla.

38
39 Yakima, WA:

40 SMSA Counties:

41 Yakima, WA

9.7

42 WA Yakima.

43 Non-SMSA Counties

7.2

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

1	Seattle, WA:	
2	SMSA Counties:	
3	Seattle Everett, WA	7.2
4	WA King; WA Snohomish.	
5	Tacoma, WA	6.2
6	WA Pierce.	
7	Non-SMSA Counties	6.1
8	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA	
9	Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA	
10	Skagit; WA Thurston; WA Whatcom.	
11		
12	Portland, OR:	
13	SMSA Counties:	
14	Portland, OR-WA	4.5
15	WA Clark.	
16	Non-SMSA Counties	3.8
17	WA Cowlitz; WA Klickitat; WA Skamania; WA	
18	Wahkiakum.	
19		

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

25
26 The Contractor's compliance with the Executive Order and the regulations in 41
27 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity
28 Clause, specific affirmative action obligations required by the specifications set
29 forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of
30 minority and female employment and training must be substantially uniform
31 throughout the length of the contract, in each construction craft and in each
32 trade, and the Contractor shall make a good faith effort to employ minorities
33 and women evenly on each of its projects. The transfer of minority or female
34 employees or trainees from Contractor to Contractor or from project to project
35 for the sole purpose of meeting the Contractor's goal shall be a violation of the
36 contract, the Executive Order and the regulations in 41 CFR Part 60-4.
37 Compliance with the goals will be measured against the total work hours
38 performed.

- 39
40 3. The Contractor shall provide written notification to the Office of Federal
41 Contract Compliance Programs (OFCCP) within 10 working days of award of
42 any construction subcontract in excess of \$10,000 or more that are Federally
43 funded, at any tier for construction work under the contract resulting from this
44 solicitation. The notification shall list the name, address and telephone number
45 of the Subcontractor; employer identification number of the Subcontractor;
46 estimated dollar amount of the subcontract; estimated starting and completion
47 dates of the subcontract; and the geographical area in which the contract is to
48 be performed. The notification shall be sent to:

1 U.S. Department of Labor
2 Office of Federal Contract Compliance Programs Pacific Region
3 Attn: Regional Director
4 San Francisco Federal Building
5 90 – 7th Street, Suite 18-300
6 San Francisco, CA 94103(415) 625-7800 Phone
7 (415) 625-7799 Fax
8

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

11
12 Standard Federal Equal Employment Opportunity Construction Contract
13 Specifications (Executive Order 11246)
14

- 15 1. As used in these specifications:
- 16 a. Covered Area means the geographical area described in the
 - 17 solicitation from which this contract resulted;
 - 18
 - 19 b. Director means Director, Office of Federal Contract Compliance
 - 20 Programs, United States Department of Labor, or any person to whom
 - 21 the Director delegates authority;
 - 22
 - 23 c. Employer Identification Number means the Federal Social Security
 - 24 number used on the Employer's Quarterly Federal Tax Return, U. S.
 - 25 Treasury Department Form 941;
 - 26
 - 27 d. Minority includes:
 - 28
 - 29
 - 30 (1) Black, a person having origins in any of the Black Racial
 - 31 Groups of Africa.
 - 32
 - 33 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed
 - 34 person of Mexican, Puerto Rican, Cuban, Central American,
 - 35 South American, or other Spanish origin.
 - 36
 - 37 (3) Asian or Pacific Islander, a person having origins in any of
 - 38 the original peoples of the Pacific rim or the Pacific Islands,
 - 39 the Hawaiian Islands and Samoa.
 - 40
 - 41 (4) American Indian or Alaskan Native, a person having origins
 - 42 in any of the original peoples of North America, and who
 - 43 maintain cultural identification through tribal affiliation or
 - 44 community recognition.
 - 45
- 46 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a
- 47 portion of the work involving any construction trade, it shall physically include in
- 48 each subcontract in excess of \$10,000 the provisions of these specifications
- 49 and the Notice which contains the applicable goals for minority and female

1 participation and which is set forth in the solicitations from which this contract
2 resulted.
3

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

1 from its action. The Contractor shall document these efforts fully, and shall
2 implement affirmative action steps at least as extensive as the following:
3

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

1 etc.; by specific review of the policy with all management personnel
2 and with all minority and female employees at least once a year; and
3 by posting the company EEO policy on bulletin boards accessible to
4 all employees at each location where construction work is performed.
5

- 6 g. Review, at least annually, the company's EEO policy and affirmative
7 action obligations under these specifications with all employees
8 having any responsibility for hiring, assignment, layoff, termination or
9 other employment decisions including specific review of these items
10 with on-site supervisory personnel such as Superintendents, General
11 Foremen, etc., prior to the initiation of construction work at any job
12 site. A written record shall be made and maintained identifying the
13 time and place of these meetings, persons attending, subject matter
14 discussed, and disposition of the subject matter.
15
- 16 h. Disseminate the Contractor's EEO policy externally by including it in
17 any advertising in the news media, specifically including minority and
18 female news media, and providing written notification to and
19 discussing the Contractor's EEO policy with other Contractors and
20 Subcontractors with whom the Contractor does or anticipates doing
21 business.
22
- 23 i. Direct its recruitment efforts, both oral and written to minority, female
24 and community organizations, to schools with minority and female
25 students and to minority and female recruitment and training
26 organizations serving the Contractor's recruitment area and
27 employment needs. Not later than one month prior to the date for the
28 acceptance of applications for apprenticeship or other training by any
29 recruitment source, the Contractor shall send written notification to
30 organizations such as the above, describing the openings, screening
31 procedures, and tests to be used in the selection process.
32
- 33 j. Encourage present minority and female employees to recruit other
34 minority persons and women and where reasonable, provide after
35 school, summer and vacation employment to minority and female
36 youth both on the site and in other areas of a Contractor's work force.
37
- 38 k. Validate all tests and other selection requirements where there is an
39 obligation to do so under 41 CFR Part 60-3.
40
- 41 l. Conduct, at least annually, an inventory and evaluation of all minority
42 and female personnel for promotional opportunities and encourage
43 these employees to seek or to prepare for, through appropriate
44 training, etc., such opportunities.
45
- 46 m. Ensure that seniority practices, job classifications, work assignments
47 and other personnel practices, do not have a discriminatory effect by
48 continually monitoring all personnel and employment related activities

1 to ensure that the EEO policy and the Contractor's obligations under
2 these specifications are being carried out.

- 3
4 n. Ensure that all facilities and company activities are nonsegregated
5 except that separate or single-user toilet and necessary changing
6 facilities shall be provided to assure privacy between the sexes.
7
8 o. Document and maintain a record of all solicitations of offers for
9 subcontracts from minority and female construction contractors and
10 suppliers, including circulation of solicitations to minority and female
11 contractor associations and other business associations.
12
13 p. Conduct a review, at least annually, of all supervisors' adherence to
14 and performance under the Contractor's EEO policies and affirmative
15 action obligations.
16

17 8. Contractors are encouraged to participate in voluntary associations which
18 assist in fulfilling one or more of their affirmative action obligations (7a through
19 7p). The efforts of a contractor association, joint contractor-union, contractor-
20 community, or other similar group of which the Contractor is a member and
21 participant, may be asserted as fulfilling any one or more of the obligations
22 under 7a through 7p of this Special Provision provided that the Contractor
23 actively participates in the group, makes every effort to assure that the group
24 has a positive impact on the employment of minorities and women in the
25 industry, ensure that the concrete benefits of the program are reflected in the
26 Contractor's minority and female work-force participation, makes a good faith
27 effort to meet its individual goals and timetables, and can provide access to
28 documentation which demonstrate the effectiveness of actions taken on behalf
29 of the Contractor. The obligation to comply, however, is the Contractor's and
30 failure of such a group to fulfill an obligation shall not be a defense for the
31 Contractor's noncompliance.
32

33 9. A single goal for minorities and a separate single goal for women have been
34 established. The Contractor, however, is required to provide equal
35 employment opportunity and to take affirmative action for all minority groups,
36 both male and female, and all women, both minority and non-minority.
37 Consequently, the Contractor may be in violation of the Executive Order if a
38 particular group is employed in substantially disparate manner (for example,
39 even though the Contractor has achieved its goals for women generally, the
40 Contractor may be in violation of the Executive Order if a specific minority
41 group of women is underutilized).
42

43 10. The Contractor shall not use the goals and timetables or affirmative action
44 standards to discriminate against any person because of race, color, religion,
45 sex, or national origin.
46

47 11. The Contractor shall not enter into any subcontract with any person or firm
48 debarred from Government contracts pursuant to Executive Order 11246.
49

- 1 12. The Contractor shall carry out such sanctions and penalties for violation of
2 these specifications and of the Equal Opportunity Clause, including
3 suspensions, terminations and cancellations of existing subcontracts as may be
4 imposed or ordered pursuant to Executive Order 11246, as amended, and its
5 implementing regulations by the Office of Federal Contract Compliance
6 Programs. Any Contractor who fails to carry out such sanctions and penalties
7 shall be in violation of these specifications and Executive Order 11246, as
8 amended.
9
- 10 13. The Contractor, in fulfilling its obligations under these specifications, shall
11 implement specific affirmative action steps, at least as extensive as those
12 standards prescribed in paragraph 7 of this Special Provision, so as to achieve
13 maximum results from its efforts to ensure equal employment opportunity. If
14 the Contractor fails to comply with the requirements of the Executive Order, the
15 implementing regulations, or these specifications, the Director shall proceed in
16 accordance with 41 CFR 60-4.8.
17
- 18 14. The Contractor shall designate a responsible official to monitor all employment
19 related activity to ensure that the company EEO policy is being carried out, to
20 submit reports relating to the provisions hereof as may be required by the
21 government and to keep records. Records shall at least include, for each
22 employee, their name, address, telephone numbers, construction trade, union
23 affiliation if any, employee identification number when assigned, social security
24 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or
25 laborer), dates of changes in status, hours worked per week in the indicated
26 trade, rate of pay, and locations at which the work was performed. Records
27 shall be maintained in an easily understandable and retrievable form; however,
28 to the degree that existing records satisfy this requirement, the Contractors will
29 not be required to maintain separate records.
30
- 31 15. Nothing herein provided shall be construed as a limitation upon the application
32 of other laws which establish different standards of compliance or upon the
33 application of requirements for the hiring of local or other area residents (e.g.,
34 those under the Public Works Employment Act of 1977 and the Community
35 Development Block Grant Program).
36
- 37 16. Additional assistance for Federal Construction Contractors on contracts
38 administered by Washington State Department of Transportation or by Local
39 Agencies may be found at:

40
41 Washington State Dept. of Transportation
42 Office of Equal Opportunity
43 PO Box 47314
44 310 Maple Park Ave. SE
45 Olympia WA
46 98504-7314
47 Ph: 360-705-7090
48 Fax: 360-705-6801
49 <http://www.wsdot.wa.gov/equalopportunity/default.htm>

1
2 **1-07.11 Requirements for Nondiscrimination**

3 *(October 1, 2020 APWA GSP, Option A)*
4

5 Supplement this section with the following:
6

7 ***Disadvantaged Business Enterprise Participation***

8 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
9 USDOT’s official interpretations (i.e., Questions & Answers) apply to this Contract.
10 As such, the requirements of this Contract are to make affirmative efforts to solicit
11 DBEs, provide information on who submitted a Bid or quote and to report DBE
12 participation monthly as described elsewhere in these Contract Provisions. No
13 preference will be included in the evaluation of Bids/Proposals, no minimum level of
14 DBE participation shall be required as a Condition of Award and Bids/Proposals
15 may not be rejected or considered non-responsive on that basis.
16

17 **DBE Abbreviations and Definitions**

18 **Broker** – A business firm that provides a bona fide service, such as
19 professional, technical, consultant or managerial services and assistance
20 in the procurement of essential personnel, facilities, equipment, materials,
21 or supplies required for the performance of the Contract, or
22 persons/companies who arrange or expedite transactions.
23

24 **Certified Business Description** – Specific descriptions of work the DBE
25 is certified to perform, as identified in the Certified Firm Directory, under
26 the Vendor Information page.
27

28 **Certified Firm Directory** – A database of all Minority, Women, and
29 Disadvantaged Business Enterprises. The on-line Directory is available to
30 Contractors for their use in identifying and soliciting interest from DBE
31 firms. The database is located under the Firm Certification section of the
32 Diversity Management and Compliance System web page at:
33 <https://omwbe.diversitycompliance.com>.
34

35 **Commercially Useful Function (CUF)**

36 49 CFR 26.55(c)(1) defines commercially useful function as: “A DBE
37 performs a commercially useful function when it is responsible for
38 execution of the work of the contract and is carrying out its responsibilities
39 by actually performing, managing, and supervising the work involved. To
40 perform a commercially useful function, the DBE must also be responsible,
41 with respect to materials and supplies used on the contract, for negotiating
42 price, determining quality and quantity, ordering the material, and installing
43 (where applicable) and paying for the material itself. To determine whether
44 a DBE is performing a commercially useful function, you must evaluate the
45 amount of work subcontracted, industry practices, whether the amount the
46 firm is to be paid under the contract is commensurate with the work it is
47 actually performing and the DBE credit claimed for its performance of the
48 work, and other relevant factors.”
49

1 **Contract** – For this Special Provision only, this definition supplements
2 Section 1-01.3. 49 CFR 26.5 defines contract as: "... a legally binding
3 relationship obligating a seller to furnish supplies or services (including, but
4 not limited to, construction and professional services) and the buyer to pay
5 for them. For purposes of this part, a lease is considered to be a contract."
6

7 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by
8 the Washington State Office of Minority and Women’s Business
9 Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE
10 certification.
11

12 **Force Account Work** – Work measured and paid in accordance with
13 Section 1-09.6.
14

15 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
16 establishment that produces on the premises the materials, supplies,
17 articles, or equipment required under the Contract. A DBE Manufacturer
18 shall produce finished goods or products from raw or unfinished material or
19 purchase and substantially alters goods and materials to make them
20 suitable for construction use before reselling them.
21

22 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a
23 store, warehouse, or other establishment in which the materials or supplies
24 required for the performance of a Contract are bought, kept in stock, and
25 regularly sold to the public in the usual course of business. To be a
26 Regular Dealer, the DBE firm must be an established regular business that
27 engages in as its principal business and in its own name the purchase and
28 sale of the products in question. A Regular Dealer in such items as steel,
29 cement, gravel, stone, and petroleum products need not own, operate or
30 maintain a place of business if it both owns and operates distribution
31 equipment for the products. Any supplementing of regular dealers’ own
32 distribution equipment shall be by long-term formal lease agreements and
33 not on an ad-hoc basis. Brokers, packagers, manufacturers’
34 representatives, or other persons who arrange or expedite transactions
35 shall not be regarded as Regular Dealers within the meaning of this
36 definition.
37

38 **DBE Goals**

39 No DBE goals have been assigned as part of this Contract.
40

41 **Affirmative Efforts to Solicit DBE Participation**

42 The Contractor shall not discriminate on the grounds of race, color, sex,
43 national origin, age, or disability in the selection and retention of
44 subcontractors, including procurement of materials and leases of equipment.
45 DBE firms shall have an equal opportunity to compete for subcontracts in which
46 the Contractor enters into pursuant to this Contract.
47

48 Contractors are encouraged to:
49

- 1 1. Advertise opportunities for Subcontractors or suppliers in a timely and
2 reasonably designed manner to provide notice of the opportunity to
3 DBEs capable of performing the Work. All advertisements should
4 include a Contract Provision encouraging participation by DBE firms.
5 This may be accomplished through general advertisements (e.g.
6 newspapers, journals, etc.) or by soliciting Bids/Proposals directly
7 from DBEs.
8
- 9 2. Establish delivery schedules that encourage participation by DBEs
10 and other small businesses.
- 11
- 12 3. Participate with a DBE as a joint venture.
- 13

14 **DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

15 Contractor may take credit for DBEs utilized on this Contract only if the firm is
16 certified for the Work being performed, and the firm performs a commercially
17 useful function (CUF).
18

19 Absent a mandatory goal, all DBE participation that is attained on this project
20 will be considered as “race neutral” participation and shall be reported as such.
21

22 **Crediting DBE Participation**

23 All DBE Subcontractors shall be certified before the subcontract on which they
24 are participating is executed.
25

26 Be advised that although a firm is listed in the directory, there are cases where
27 the listed firm is in a temporary suspension status. The Contractor shall review
28 the OMWBE Suspended DBE Firms list. A DBE firm that is included on this list
29 may not enter into new contracts that count towards participation.
30

31 DBE participation is only credited upon payment to the DBE.
32

33 The following are some definitions of what may be counted as DBE
34 participation.
35

36 **DBE Prime Contractor**

37 Only take credit for that portion of the total dollar value of the Contract
38 equal to the distinct, clearly defined portion of the Work that the DBE Prime
39 Contractor performs with its own forces and is certified to perform.
40

41 **DBE Subcontractor**

42 Only take credit for that portion of the total dollar value of the subcontract
43 equal to the distinct, clearly defined portion of the Work that the DBE
44 performs with its own forces. The value of work performed by the DBE
45 includes the cost of supplies and materials purchased by the DBE and
46 equipment leased by the DBE, for its work on the contract. Supplies,
47 materials or equipment obtained by a DBE that are not utilized or
48 incorporated in the contract work by the DBE will not be eligible for DBE
49 credit.

1
2 The supplies, materials, and equipment purchased or leased from the
3 Contractor or its affiliate, including any Contractor's resources available to
4 DBE subcontractors at no cost, shall not be credited.
5

6 DBE credit will not be given in instances where the equipment lease
7 includes the operator. The DBE is expected to operate the equipment used
8 in the performance of its work under the contract with its own forces.
9 Situations where equipment is leased and used by the DBE, but payment
10 is deducted from the Contractor's payment to the DBE is not allowed.
11

12 If a DBE subcontracts a portion of the Work of its contract to another firm,
13 the value of the subcontracted Work may be credited only if the DBE's
14 Lower-Tier Subcontractor is also a DBE. Work subcontracted to a non-
15 DBE shall not be credited.
16

17 Count expenditures toward race/gender-neutral participation only if the
18 DBE is performing a CUF on the contract.
19

20 **DBE Subcontract and Lower Tier Subcontract Documents**

21 There must be a subcontract agreement that complies with 49 CFR Part
22 26 and fully describes the distinct elements of Work committed to be
23 performed by the DBE. The subcontract agreement shall incorporate
24 requirements of the primary Contract. Subcontract agreements of all tiers,
25 including lease agreements shall be readily available at the project site for
26 the Engineer review.
27

28 **DBE Service Provider**

29 The value of fees or commissions charged by a DBE Broker, a DBE
30 behaving in a manner of a Broker, or another service provider for providing
31 a bona fide service, such as professional, technical, consultant, managerial
32 services, or for providing bonds or insurance specifically required for the
33 performance of the contract will only be credited as DBE participation, if
34 the fee/commission is determined by the Contracting Agency to be
35 reasonable and the firm has performed a CUF.
36

37 **Temporary Traffic Control**

38 If the DBE firm is being utilized in the capacity of only "Flagging", the DBE
39 firm must provide a Traffic Control Supervisor (TCS) and flagger, which are
40 under the direct control of the DBE. The DBE firm shall also provide all
41 flagging equipment (e.g. paddles, hard hats, and vests).
42

43 If the DBE firm is being utilized in the capacity of "Traffic Control Services",
44 the DBE firm must provide a TCS, flaggers, and traffic control items (e.g.,
45 cones, barrels, signs, etc.) and be in total control of all items in
46 implementing the traffic control for the project. In addition, if the DBE firm
47 utilizes the Contractor's equipment, such as Transportable Attenuators and
48 Portable Changeable Message Signs (PCMS) no DBE credit can be taken
49 for supplying and operating the items.

1
2 **Trucking**

3 DBE trucking firm participation may only be credited as DBE participation
4 for the value of the hauling services, not for the materials being hauled
5 unless the trucking firm is also certified as a supplier. In situations where
6 the DBE's work is priced per ton, the value of the hauling service must be
7 calculated separately from the value of the materials in order to determine
8 DBE credit for hauling.
9

10 The DBE trucking firm must own and operate at least one licensed, insured
11 and operational truck on the contract. The truck must be of the type that is
12 necessary to perform the hauling duties required under the contract. The
13 DBE receives credit for the value of the transportation services it provides
14 on the Contract using trucks it owns or leases, licenses, insures, and
15 operates with drivers it employs.
16

17 The DBE may lease additional trucks from another DBE firm. The Work
18 that a DBE trucking firm performs with trucks it leases from other certified
19 DBE trucking firms qualify for 100% DBE credit
20

21 The trucking Work subcontracted to any non-DBE trucking firm will not
22 receive credit for Work done on the project. The DBE may lease trucks
23 from a non-DBE truck leasing company, but can only receive credit as DBE
24 participation if the DBE uses its own employees as drivers.
25

26 DBE credit for a truck broker is limited to the fee/commission that the DBE
27 receives for arranging transportation services.
28

29 Truck registration and lease agreements shall be readily available at the
30 project site for the Engineer review.
31

32 **DBE Manufacturer and DBE Regular Dealer**

33 One hundred percent (100%) of the cost of the manufactured product
34 obtained from a DBE Manufacturer can count as DBE participation.
35

36 Sixty percent (60%) of the cost of materials or supplies purchased from a
37 DBE Regular Dealer may be credited as DBE participation. If the role of
38 the DBE Regular Dealer is determined to be that of a pass-through, then
39 no DBE credit will be given for its services. If the role of the DBE Regular
40 Dealer is determined to be that of a Broker, then DBE credit shall be
41 limited to the fee or commission it receives for its services. Regular Dealer
42 status and the amount of credit is determined on a Contract-by-Contract
43 basis.
44

45 Regular Dealer DBE firms must be approved before being used on a
46 project. The WSDOT Approved Regular Dealer list published on WSDOT's
47 Office of Equal Opportunity (OEO) web site must include the specific
48 project for which approval is being requested. The Regular Dealer must

1 submit the Regular Dealer Status Request form a minimum of five days
2 prior to being utilized on the specific project.
3

4 Purchase of materials or supplies from a DBE which is neither a
5 manufacturer nor a regular dealer, (i.e. Broker) only the fees or
6 commissions charged for assistance in the procurement of the materials
7 and supplies, or fees or transportation charges for the delivery of materials
8 or supplies required on a job site, can count as DBE participation provided
9 the fees are not excessive as compared with fees customarily allowed for
10 similar services. Documentation will be required to support the
11 fee/commission charged by the DBE. The cost of the materials and
12 supplies themselves cannot be counted toward as DBE participation.
13

14 Note: Requests to be listed as a Regular Dealer will only be processed if
15 the requesting firm is a material supplier certified by the Office of
16 Minority and Women's Business Enterprises in a NAICS code that
17 falls within the 42XXXX NAICS Wholesale code section.
18

19 **Procedures Between Award and Execution**

20 After Award and prior to Execution, the Contractor shall provide the additional
21 information described below. Failure to comply shall result in the forfeiture of
22 the Bidder's Proposal bond or deposit.
23

- 24 1. A list of all firms who submitted a bid or quote in attempt to participate
25 in this project whether they were successful or not. Include the
26 business name and mailing address.
27

28 Note: The firms identified by the Contractor may be contacted by
29 the Contracting Agency to solicit general information as
30 follows: age of the firm and average of its gross annual
31 receipts over the past three-years.
32

33 **Procedures After Execution**

34 **Commercially Useful Function (CUF)**

35 The Contractor may only take credit for the payments made for Work
36 performed by a DBE that is determined to be performing a CUF. Payment
37 must be commensurate with the work actually performed by the DBE. This
38 applies to all DBEs performing Work on a project, whether or not the DBEs
39 are COA, if the Contractor wants to receive credit for their participation.
40 The Engineer will conduct CUF reviews to ascertain whether DBEs are
41 performing a CUF. A DBE performs a CUF when it is carrying out its
42 responsibilities of its contract by actually performing, managing, and
43 supervising the Work involved. The DBE must be responsible for
44 negotiating price; determining quality and quantity; ordering the material,
45 installing (where applicable); and paying for the material itself. If a DBE
46 does not perform "all" of these functions on a furnish-and-install contract, it
47 has not performed a CUF and the cost of materials cannot be counted
48 toward DBE COA Goal. Leasing of equipment from a leasing company is
49 allowed. However, leasing/purchasing equipment from the Contractor is

1 not allowed. Lease agreements shall be readily available for review by the
2 Engineer.

3
4 In order for a DBE traffic control company to be considered to be
5 performing a CUF, the DBE must be in control of its work inclusive of
6 supervision. The DBE shall employ a Traffic Control Supervisor who is
7 directly involved in the management and supervision of the traffic control
8 employees and services.

9
10 The DBE does not perform a CUF if its role is limited to that of an extra
11 participant in a transaction, contract, or project through which the funds are
12 passed in order to obtain the appearance of DBE participation.

13
14 The following are some of the factors that the Engineer will use in
15 determining whether a DBE trucking company is performing a CUF:

- 16
17 • The DBE shall be responsible for the management and
18 supervision of the entire trucking operation for which it is
19 responsible on the Contract. The owner demonstrates business
20 related knowledge, shows up on site and is determined to be
21 actively running the business.
- 22
23 • The DBE shall with its own workforce, operate at least one fully
24 licensed, insured, and operational truck used on the Contract.
25 The drivers of the trucks owned and leased by the DBE must be
26 exclusively employed by the DBE and reflected on the DBE's
27 payroll.
- 28
29 • Lease agreements for trucks shall indicate that the DBE has
30 exclusive use of and control over the truck(s). This does not
31 preclude the leased truck from working for others provided it is
32 with the consent of the DBE and the lease provides the DBE
33 absolute priority for use of the leased truck.
- 34
35 • Leased trucks shall display the name and identification number of
36 the DBE.

37 38 **Joint Checking**

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

44
45 A joint check agreement must be approved by the Engineer and requested
46 by the DBE involved using the DBE Joint Check Request Form (form #
47 272-053) prior to its use. The form must accompany the DBE Joint Check
48 Agreement between the parties involved, including the conditions of the
49 arrangement and expected use of the joint checks.

1
2 The approval to use joint checks and the use will be closely monitored by
3 the Engineer. To receive DBE credit for performing a CUF with respect to
4 obtaining materials and supplies, a DBE must “be responsible for
5 negotiating price, determining quality and quantity, ordering the material
6 and installing and paying for the material itself.” The Contractor shall
7 submit DBE Joint Check Request Form for the Engineer approval prior to
8 using a joint check.
9

10 Material costs paid by the Contractor directly to the material supplier is not
11 allowed. If proper procedures are not followed or the Engineer determines
12 that the arrangement results in lack of independence for the DBE involved,
13 no DBE credit will be given for the DBE’s participation as it relates to the
14 material cost.
15

16 **Prompt Payment**

17 Prompt payment to all subcontractors shall be in accordance with Section
18 1-08.1. Prompt Payment requirements apply to progress payments as well
19 as return of retainage.
20

21 **Reporting**

22 The Contractor and all subcontractors/suppliers/service providers that
23 utilize DBEs to perform work on the project, shall maintain appropriate
24 records that will enable the Engineer to verify DBE participation throughout
25 the life of the project.
26

27 Refer to Section 1-08.1 for additional reporting requirements associated
28 with this Contract.
29

30 **Decertification**

31 When a DBE is “decertified” from the DBE program during the course of
32 the Contract, the participation of that DBE shall continue to count as DBE
33 participation as long as the subcontract with the DBE was executed prior to
34 the decertification notice. The Contractor is obligated to substitute when a
35 DBE does not have an executed subcontract agreement at the time of
36 decertification.
37

38 **Consequences of Non-Compliance**

39 Each contract with a Contractor (and each subcontract the Contractor
40 signs with a Subcontractor) must include the following assurance clause:
41

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

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

10
11 **Payment**

12 Compensation for all costs involved with complying with the conditions of
13 this Specification and any other associated DBE requirements is included
14 in payment for the associated Contract items of Work, except otherwise
15 provided in the Specifications.
16

17 **Federal Agency Inspection**

18 Section 1-07.12 is supplemented with the following:
19

20 ***(January 25, 2016)***

21 ***Required Federal Aid Provisions***

22 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
23 Revised May 1, 2012 and the amendments thereto supersede any conflicting
24 provisions of the Standard Specifications and are made a part of this Contract;
25 provided, however, that if any of the provisions of FHWA 1273, as amended, are
26 less restrictive than Washington State Law, then the Washington State Law shall
27 prevail.
28

29 The provisions of FHWA 1273, as amended, included in this Contract require that
30 the Contractor insert the FHWA 1273 and amendments thereto in each Subcontract,
31 together with the wage rates which are part of the FHWA 1273, as amended. Also,
32 a clause shall be included in each Subcontract requiring the Subcontractors to insert
33 the FHWA 1273 and amendments thereto in any lower tier Subcontracts, together
34 with the wage rates. The Contractor shall also ensure that this section, REQUIRED
35 FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors
36 and lower tier Subcontractors. For this purpose, upon request to the Engineer, the
37 Contractor will be provided with extra copies of the FHWA 1273, the amendments
38 thereto, the applicable wage rates, and this Special Provision.
39

40 **1-07.18 Insurance**

41 ***(January 4, 2016 APWA GSP)***

42
43 **1-07.18(1) General Requirements**

- 1 A. The Contractor shall procure and maintain the insurance described in all subsections
2 of section 1-07.18 of these Special Provisions, from insurers with a current A. M.
3 Best rating of not less than A-: VII and licensed to do business in the State of
4 Washington. The Contracting Agency reserves the right to approve or reject the
5 insurance provided, based on the insurer's financial condition.
6
- 7 B. The Contractor shall keep this insurance in force without interruption from the
8 commencement of the Contractor's Work through the term of the Contract and for
9 thirty (30) days after the Physical Completion date, unless otherwise indicated below.
10
- 11 C. If any insurance policy is written on a claims made form, its retroactive date, and that
12 of all subsequent renewals, shall be no later than the effective date of this
13 Contract. The policy shall state that coverage is claims made, and state the
14 retroactive date. Claims-made form coverage shall be maintained by the Contractor
15 for a minimum of 36 months following the Completion Date or earlier termination of
16 this Contract, and the Contractor shall annually provide the Contracting Agency with
17 proof of renewal. If renewal of the claims made form of coverage becomes
18 unavailable, or economically prohibitive, the Contractor shall purchase an extended
19 reporting period ("tail") or execute another form of guarantee acceptable to the
20 Contracting Agency to assure financial responsibility for liability for services
21 performed.
22
- 23 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
24 Umbrella Liability insurance policies shall be primary and non-contributory insurance
25 as respects the Contracting Agency's insurance, self-insurance, or self-insured pool
26 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained
27 by the Contracting Agency shall be excess of the Contractor's insurance and shall
28 not contribute with it.
29
- 30 E. The Contractor shall provide the Contracting Agency and all additional insureds with
31 written notice of any policy cancellation, within two business days of their receipt of
32 such notice.
33
- 34 G. The Contractor shall not begin work under the Contract until the required insurance
35 has been obtained and approved by the Contracting Agency
36
- 37 H. Failure on the part of the Contractor to maintain the insurance as required shall
38 constitute a material breach of contract, upon which the Contracting Agency may,
39 after giving five business days' notice to the Contractor to correct the breach,
40 immediately terminate the Contract or, at its discretion, procure or renew such
41 insurance and pay any and all premiums in connection therewith, with any sums so
42 expended to be repaid to the Contracting Agency on demand, or at the sole
43 discretion of the Contracting Agency, offset against funds due the Contractor from
44 the Contracting Agency.
45
- 46 I. All costs for insurance shall be incidental to and included in the unit or lump sum
47 prices of the Contract and no additional payment will be made.
48

49 **1-07.18(2) Additional Insured**

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

- 4 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
5 volunteers
- 6 ▪ \$\$Harper Houf Peterson Righellis Inc. \$\$

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

12
13 For Commercial General Liability insurance coverage, the required additional insured
14 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
15 operations and CG 20 37 10 01 for completed operations.

16 17 **1-07.18(3) Subcontractors**

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

22
23 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
24 1-07.18(2) as additional insureds, and provide proof of such on the policies as required
25 by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO
26 CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

27
28 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
29 Agency evidence of insurance and copies of the additional insured endorsements of
30 each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

31 32 **1-07.18(4) Verification of Coverage**

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

40
41 Verification of coverage shall include:

- 42 1. An ACORD certificate or a form determined by the Contracting Agency to be
43 equivalent.
- 44 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
45 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
46 submit a copy of any blanket additional insured clause from its policies instead of a
47 separate endorsement.

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

5 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
6 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
7 required on this Project, a full and certified copy of that policy is required when the
8 Contractor delivers the signed Contract for the work.
9

10 **1-07.18(5) Coverages and Limits**

11 The insurance shall provide the minimum coverages and limits set forth below.
12 Contractor's maintenance of insurance, its scope of coverage, and limits as required
13 herein shall not be construed to limit the liability of the Contractor to the coverage
14 provided by such insurance, or otherwise limit the Contracting Agency's recourse to any
15 remedy available at law or in equity.
16

17 All deductibles and self-insured retentions must be disclosed and are subject to approval
18 by the Contracting Agency. The cost of any claim payments falling within the deductible
19 or self-insured retention shall be the responsibility of the Contractor. In the event an
20 additional insured incurs a liability subject to any policy's deductibles or self-insured
21 retention, said deductibles or self-insured retention shall be the responsibility of the
22 Contractor.
23

24 **1-07.18(5)A Commercial General Liability**

25 Commercial General Liability insurance shall be written on coverage forms at least as
26 broad as ISO occurrence form CG 00 01, including but not limited to liability arising from
27 premises, operations, stop gap liability, independent contractors, products-completed
28 operations, personal and advertising injury, and liability assumed under an insured
29 contract. There shall be no exclusion for liability arising from explosion, collapse or
30 underground property damage.
31

32 The Commercial General Liability insurance shall be endorsed to provide a per project
33 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
34

35 Contractor shall maintain Commercial General Liability Insurance arising out of the
36 Contractor's completed operations for at least three years following Substantial
37 Completion of the Work.
38

39 Such policy must provide the following minimum limits:

40	\$1,000,000	Each Occurrence
41	\$2,000,000	General Aggregate
42	\$2,000,000	Products & Completed Operations Aggregate
43	\$1,000,000	Personal & Advertising Injury each offence
44	\$1,000,000	Stop Gap / Employers' Liability each accident

45

46 **1-07.18(5)B Automobile Liability**

47 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall
48 be written on a coverage form at least as broad as ISO form CA 00 01. If the work

1 involves the transport of pollutants, the automobile liability policy shall include MCS 90
2 and CA 99 48 endorsements.

3
4 Such policy must provide the following minimum limit:

5 \$1,000,000 Combined single limit each accident
6

7 **1-07.18(5)C Workers' Compensation**

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

10
11 **1-07.18(5)D Excess or Umbrella Liability**

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

14 The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less
15 than \$\$1\$\$ million each occurrence and annual aggregate. This excess or umbrella
16 liability coverage shall be excess over and as least as broad in coverage as the
17 Contractor's Commercial General and Auto Liability insurance
18

19 All entities listed under 1-07.18(2) of these Special Provisions shall be named as
20 additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.
21

22 This requirement may be satisfied instead through the Contractor's primary Commercial
23 General and Automobile Liability coverages, or any combination thereof that achieves
24 the overall required limits of insurance.
25

26 **1-07.18(5)J Pollution Liability**

27 *(January 4, 2016 APWA GSP)*
28

29 The Contractor shall provide a Contractors Pollution Liability policy, providing coverage
30 for claims involving bodily injury, property damage (including loss of use of tangible
31 property that has not been physically injured), cleanup costs, remediation, disposal or
32 other handling of pollutants, including costs and expenses incurred in the investigation,
33 defense, or settlement of claims, arising out of any one or more of the following:

- 34 1. Contractor's operations related to this project.
- 35 2. Remediation, abatement, repair, maintenance or other work with lead-based
36 paint or materials containing asbestos.
- 37 3. Transportation of hazardous materials away from any site related to this
38 project.
39

40 All entities listed under 1-07.18(2) of these Special Provisions shall be named by
41 endorsement as additional insureds on the Contractors Pollution Liability insurance
42 policy.
43

44 Such Pollution Liability policy shall provide the following minimum limits:

45 \$\$1\$\$ each loss and annual aggregate
46
47
48

49 Add the following subsections:

City of Woodland
Lakeshore Drive Pavement and Pedestrian Improvement Project
Special Provisions – July 6, 2022

1
2 (*****)

3 **1-07.18(6) Indemnification/Hold Harmless**

4 The Contractor shall defend, indemnify and hold the City, its officers, officials,
5 employees and volunteers harmless from any and all claims, injuries, damages,
6 losses or suits including attorney fees, arising out of or in connection with the
7 performance of this Agreement, except for injuries and damages caused by the
8 sole negligence of the City.
9

10 Should a court of competent jurisdiction determine that this Agreement is subject
11 to RCW 4.24.115, then, in the event of liability for damages arising out of bodily
12 injury to persons or damages to property caused by or resulting from the
13 concurrent negligence of the Contractor and the City, its officers, officials,
14 employees, and volunteers, the Contractor's liability hereunder shall be only to
15 the extent of the Contractor's negligence. It is further specifically and expressly
16 understood that the indemnification provided herein constitutes the Contractor's
17 waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the
18 purposes of this indemnification. This waiver has been mutually negotiated by
19 the parties. The provisions of this section shall survive the expiration or
20 termination of this Agreement.
21

22 ***Construction Under Traffic***

23 Section 1-07.23(1) is supplemented with the following:
24 (January 5, 2015)

25 Lane closures are subject to the following restrictions:

26
27 One lane closed at a time with approved traffic control plan during normal
28 construction hours.
29

30 Full closure of both lanes and detour per approved traffic control plan will be
31 allowed for a maximum duration of 10 days or as approved by the City of
32 Woodland. Contractor to notify City 5 days prior to any closures.
33

34 If the Engineer determines the permitted closure hours adversely affect traffic,
35 the Engineer may adjust the hours accordingly. The Engineer will notify the
36 Contractor in writing of any change in the closure hours.
37

38 Lane closures are not allowed on any of the following:

- 39
- 40 1. A holiday,
 - 41
 - 42 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday
43 or Monday are considered a holiday weekend. A holiday weekend
44 includes Saturday, Sunday, and the holiday.
 - 45
 - 46 3. After *** 5 PM *** on the day prior to a holiday or holiday weekend,
47 and
 - 48
 - 49 4. Before *** 7 AM *** on the day after the holiday or holiday weekend.

1
2
3 **1-07.24 Rights of Way**
4 *(July 23, 2015 APWA GSP)*

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

7
8 Street Right of Way lines, limits of easements, and limits of construction permits are
9 indicated in the Plans. The Contractor's construction activities shall be confined
10 within these limits, unless arrangements for use of private property are made.

11
12 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights
13 of way and easements, both permanent and temporary, necessary for carrying out
14 the work. Exceptions to this are noted in the Bid Documents or will be brought to the
15 Contractor's attention by a duly issued Addendum.

16
17 Whenever any of the work is accomplished on or through property other than public
18 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of
19 any easement agreement obtained by the Contracting Agency from the owner of the
20 private property. Copies of the easement agreements may be included in the
21 Contract Provisions or made available to the Contractor as soon as practical after
22 they have been obtained by the Engineer.

23
24 Whenever easements or rights of entry have not been acquired prior to advertising,
25 these areas are so noted in the Plans. The Contractor shall not proceed with any
26 portion of the work in areas where right of way, easements or rights of entry have not
27 been acquired until the Engineer certifies to the Contractor that the right of way or
28 easement is available or that the right of entry has been received. If the Contractor
29 is delayed due to acts of omission on the part of the Contracting Agency in obtaining
30 easements, rights of entry or right of way, the Contractor will be entitled to an
31 extension of time. The Contractor agrees that such delay shall not be a breach of
32 contract.

33
34 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
35 This includes entry onto easements and private property where private
36 improvements must be adjusted.

37
38 The Contractor shall be responsible for providing, without expense or liability to the
39 Contracting Agency, any additional land and access thereto that the Contractor may
40 desire for temporary construction facilities, storage of materials, or other Contractor
41 needs. However, before using any private property, whether adjoining the work or
42 not, the Contractor shall file with the Engineer a written permission of the private
43 property owner, and, upon vacating the premises, a written release from the property
44 owner of each property disturbed or otherwise interfered with by reasons of
45 construction pursued under this contract. The statement shall be signed by the
46 private property owner, or proper authority acting for the owner of the private
47 property affected, stating that permission has been granted to use the property and
48 all necessary permits have been obtained or, in the case of a release, that the
49 restoration of the property has been satisfactorily accomplished. The statement shall

1 include the parcel number, address, and date of signature. Written releases must be
2 filed with the Engineer before the Completion Date will be established.

3
4 **Prosecution and Progress**

5
6 Add the following new section:
7

8 **1-08.0 Preliminary Matters**
9 (May 25, 2006 APWA)

10
11 Add the following new section:
12

13 **1-08.0(1) Preconstruction Conference**
14 (October 10, 2008 APWA)

15
16 Prior to the Contractor beginning the work, a preconstruction conference will be held
17 between the Contractor, the Engineer and such other interested parties as may be
18 invited. The purpose of the preconstruction conference will be:

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

27
28 The Contractor shall prepare and submit at the preconstruction conference the
29 following:

- 30 1. A breakdown of all lump sum items;
31 2. A preliminary schedule of working drawing submittals; and
32 3. A list of material sources for approval if applicable.
33

34 Add the following new section:
35
36

37 **1-08.0(2) Hours of Work**
38 (December 8, 2014 APWA GSP)

39
40 Except in the case of emergency or unless otherwise approved by the Engineer, the
41 normal working hours for the Contract shall be any consecutive 8-hour period
42 between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break.
43 If the Contractor desires different than the normal working hours stated above, the
44 request must be submitted in writing prior to the preconstruction conference, subject
45 to the provisions below. The working hours for the Contract shall be established at
46 or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 1 week prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency’s material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1 **1-08.1 Subcontracting**

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

3
4 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
5 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written
6 agreement between the Contractor and the subcontractor or between the subcontractor
7 and any lower tier subcontractor has been executed. This certification shall also
8 guarantee that these subcontract agreements include all the documents required by the
9 Special Provision Federal Agency Inspection.

10
11 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work
12 under the contract until the following documents have been completed and submitted to
13 the Engineer:

- 14
15 1. Request to Sublet Work (WSDOT Form 421-012), and
16 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for
17 Federal-aid Projects (WSDOT Form 420-004).

18
19 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
20 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress
21 payment until every Subcontractor and lower tier Subcontractor’s retainage has been
22 released.

23
24 The ninth paragraph, beginning with “On all projects, ...” is revised to read:

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

36
37 **1-08.3(2)A Type A Progress Schedule**

38 *(March 13, 2012 APWA GSP)*

39
40 Revise this section to read:

41
42 The Contractor shall submit ***3*** copies of a Type A Progress Schedule no later than
43 at the preconstruction conference, or some other mutually agreed upon submittal time.
44 The schedule may be a critical path method (CPM) schedule, bar chart, or other
45 standard schedule format. Regardless of which format used, the schedule shall identify
46 the critical path. The Engineer will evaluate the Type A Progress Schedule and approve
47 or return the schedule for corrections within 15 calendar days of receiving the submittal.
48

1 **1-08.4 Prosecution of Work**

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

4
5 **1-08.4 Notice to Proceed and Prosecution of Work**
6 *(July 23, 2015 APWA GSP)*

7
8 Notice to Proceed will be given after the contract has been executed and the contract
9 bond and evidence of insurance have been approved and filed by the Contracting
10 Agency. The Contractor shall not commence with the work until the Notice to
11 Proceed has been given by the Engineer. The Contractor shall commence
12 construction activities on the project site within ten days of the Notice to Proceed
13 Date, unless otherwise approved in writing. The Contractor shall diligently pursue
14 the work to the physical completion date within the time specified in the contract.
15 Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
16 Contractor of the responsibility to complete the work within the time(s) specified in
17 the contract.

18
19 When shown in the Plans, the first order of work shall be the installation of high
20 visibility fencing to delineate all areas for protection or restoration, as described in
21 the Contract. Installation of high visibility fencing adjacent to the roadway shall occur
22 after the placement of all necessary signs and traffic control devices in accordance
23 with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the
24 Engineer to inspect the fence. No other work shall be performed on the site until the
25 Contracting Agency has accepted the installation of high visibility fencing, as
26 described in the Contract.

27
28 **1-08.5 Time for Completion**

29 Section 1-08.5 is supplemented with the following:
30 *(March 13, 1995)*

31 This project shall be physically completed within 80 working days.

32
33
34 **Time for Completion**

35 *(January 19, 2022 APWA GSP, Option A)*

36
37 Revise the third and fourth paragraphs to read:

38
39 Contract time shall begin on the first working day following the Notice to Proceed
40 Date.

41
42 Each working day shall be charged to the contract as it occurs, until the contract
43 work is physically complete. If substantial completion has been granted and all the
44 authorized working days have been used, charging of working days will cease. Each
45 week the Engineer will provide the Contractor a statement that shows the number of
46 working days: (1) charged to the contract the week before; (2) specified for the
47 physical completion of the contract; and (3) remaining for the physical completion of
48 the contract. The statement will also show the nonworking days and any partial or
49 whole day the Engineer declares as unworkable. The statement will be identified as

1 a Written Determination by the Engineer. If the Contractor does not agree with the
2 Written Determination of working days, the Contractor shall pursue the protest
3 procedures in accordance with Section 1-04.5. By failing to follow the procedures of
4 Section 1-04.5, the Contractor shall be deemed as having accepted the statement as
5 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a
6 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would
7 ordinarily be charged as a working day then the fifth day of that week will be charged
8 as a working day whether or not the Contractor works on that day.
9

10 Revise the sixth paragraph to read:

11
12 The Engineer will give the Contractor written notice of the completion date of the
13 contract after all the Contractor's obligations under the contract have been performed
14 by the Contractor. The following events must occur before the Completion Date can
15 be established:

- 16 1. The physical work on the project must be complete; and
- 17 2. The Contractor must furnish all documentation required by the contract and
18 required by law, to allow the Contracting Agency to process final acceptance of
19 the contract. The following documents must be received by the Project Engineer
20 prior to establishing a completion date:
 - 21 a. Certified Payrolls (per Section 1-07.9(5)).
 - 22 b. Material Acceptance Certification Documents
 - 23 c. Monthly Reports of Amounts Credited as DBE Participation, as required by
24 the Contract Provisions.
 - 25 d. Final Contract Voucher Certification
 - 26 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
27 and all Subcontractors
 - 28 f. A copy of the Notice of Termination sent to the Washington State Department
29 of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt
30 of the Notice of Termination by Ecology; and no rejection of the Notice of
31 Termination by Ecology. This requirement will not apply if the Construction
32 Stormwater General Permit is transferred back to the Contracting Agency in
33 accordance with Section 8-01.3(16).
 - 34 g. Property owner releases per Section 1-07.24

36 **Liquidated Damages**

37 *(March 3, 2021 APWA GSP, Option A)*

38
39 Replace Section 1-08.9 with the following:

40
41 Time is of the essence of the Contract. Delays inconvenience the traveling public,
42 obstruct traffic, interfere with and delay commerce, and increase risk to Highway
43 users. Delays also cost tax payers undue sums of money, adding time needed for
44 administration, engineering, inspection, and supervision.

45
46 Accordingly, the Contractor agrees:

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1. To pay liquidated damages in the amount of \$2,004 (Two-Thousand Four Dollars) for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

MEASUREMENT AND PAYMENT

1-09.6 Force Account

Add the following:

(*****)

Minor Change

As identified in the bid form and where required for the work, the Minor Change item shall be utilized and compensated as follows:

1. Payment. The contract price for "Minor Change" will be per the amount entered by the agency in the bid proposal. Payment for minor contract changes will be made according to the provisions included in Section 1-04.4(1) of the Standard Specifications.

Measurement. No specific unit of measurement will apply to this item.

1-09.7 Mobilization

(December 10, 2020 APWA GSP)

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

3 Mobilization consists of preconstruction expenses and the costs of
4 preparatory Work and operations performed by the Contractor which occur
5 before 10 percent of the total original amount of an individual Bid Schedule is
6 earned from other Contract items on that Bid Schedule. Items which are not
7 to be included in the item of Mobilization include but are not limited to:

- 8
9
- 10 1. Any portion of the Work covered by the specific Contract item or
11 incidental Work which is to be included in a Contract item or items.
 - 12 2. Profit, interest on borrowed money, overhead, or management costs.
 - 13 3. Any costs of mobilizing equipment for force account Work.

14 Based on the lump sum Contract price for "Mobilization", partial payments will
15 be made as follows:

- 16
- 17 1. When 5 percent of the total original Bid Schedule amount is earned
18 from other Contract items on that original Bid Schedule, excluding
19 amounts paid for materials on hand, 50 percent of the Bid Item for
20 mobilization on that original Bid Schedule, 5 percent of the total of that
21 original Bid Schedule, or 5 percent of the total original Contract
22 amount, whichever is the least, will be paid.
 - 23 2. When 10 percent of the total original Bid Schedule amount is earned
24 from other Contract items on that original Bid Schedule, excluding
25 amounts paid for materials on hand, 100 percent of the Bid Item for
26 mobilization on that original Bid Schedule, 10 percent of the total of
27 that original Bid Schedule, or 10 percent of the total original Contract
28 amount, whichever is the least, will be paid.
 - 29 3. When the Substantial Completion Date has been established for the
30 project, payment of any remaining amount Bid for mobilization will be
31 paid.

32
33 Nothing herein shall be construed to limit or preclude partial payments
34 otherwise provided by the Contract.
35

36 **1-09.9 Payments**

37 *(January 19, 2022 APWA GSP)*
38

39 Section 1-09.9 is revised to read:
40

41 The basis of payment will be the actual quantities of Work performed according to
42 the Contract and as specified for payment.
43

44 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
45 Preconstruction Conference, to enable the Project Engineer to determine the Work

1 performed on a monthly basis. A breakdown is not required for lump sum items that
2 include a basis for incremental payments as part of the respective Specification.
3 Absent a lump sum breakdown, the Project Engineer will make a determination
4 based on information available. The Project Engineer's determination of the cost of
5 work shall be final.

6
7 Progress payments for completed work and material on hand will be based upon
8 progress estimates prepared by the Engineer. A progress estimate cutoff date will
9 be established at the preconstruction conference.

10
11 The initial progress estimate will be made not later than 30 days after the Contractor
12 commences the work, and successive progress estimates will be made every month
13 thereafter until the Completion Date. Progress estimates made during progress of
14 the work are tentative, and made only for the purpose of determining progress
15 payments. The progress estimates are subject to change at any time prior to the
16 calculation of the final payment.

17
18 The value of the progress estimate will be the sum of the following:

- 19 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
20 units of work completed multiplied by the unit price.
- 21 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump
22 sum breakdown for that item, or absent such a breakdown, based on the
23 Engineer's determination.
- 24 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job
25 site or other storage area approved by the Engineer.
- 26 4. Change Orders — entitlement for approved extra cost or completed extra work
27 as determined by the Engineer.

28
29 Progress payments will be made in accordance with the progress estimate less:

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

34
35 Progress payments for work performed shall not be evidence of acceptable
36 performance or an admission by the Contracting Agency that any work has been
37 satisfactorily completed. The determination of payments under the contract will be
38 final in accordance with Section 1-05.1.

39
40 Failure to perform any of the obligations under the Contract by the Contractor may
41 be decreed by the Contracting Agency to be adequate reason for withholding any
42 payments until compliance is achieved.

43
44 Upon completion of all Work and after final inspection (Section 1-05.11), the amount
45 due the Contractor under the Contract will be paid based upon the final estimate

1 made by the Engineer and presentation of a Final Contract Voucher Certification to
2 be signed by the Contractor. The Contractor's signature on such voucher shall be
3 deemed a release of all claims of the Contractor unless a Certified Claim is filed in
4 accordance with the requirements of Section 1-09.11 and is expressly excepted from
5 the Contractor's certification on the Final Contract Voucher Certification. The date
6 the Contracting Agency signs the Final Contract Voucher Certification constitutes the
7 final acceptance date (Section 1-05.12).

8
9 If the Contractor fails, refuses, or is unable to sign and return the Final Contract
10 Voucher Certification or any other documentation required for completion and final
11 acceptance of the Contract, the Contracting Agency reserves the right to establish a
12 Completion Date (for the purpose of meeting the requirements of RCW 60.28) and
13 unilaterally accept the Contract. Unilateral final acceptance will occur only after the
14 Contractor has been provided the opportunity, by written request from the Engineer,
15 to voluntarily submit such documents. If voluntary compliance is not achieved, formal
16 notification of the impending establishment of a Completion Date and unilateral final
17 acceptance will be provided by email with delivery confirmation from the Contracting
18 Agency to the Contractor, which will provide 30 calendar days for the Contractor to
19 submit the necessary documents. The 30 calendar day period will begin on the date
20 the email with delivery confirmation is received by the Contractor. The date the
21 Contracting Agency unilaterally signs the Final Contract Voucher Certification shall
22 constitute the Completion Date and the final acceptance date (Section 1-05.12). The
23 reservation by the Contracting Agency to unilaterally accept the Contract will apply to
24 Contracts that are Physically Completed in accordance with Section 1-08.5, or for
25 Contracts that are terminated in accordance with Section 1-08.10. Unilateral final
26 acceptance of the Contract by the Contracting Agency does not in any way relieve
27 the Contractor of their responsibility to comply with all Federal, State, tribal, or local
28 laws, ordinances, and regulations that affect the Work under the Contract.

29
30 Payment to the Contractor of partial estimates, final estimates, and retained
31 percentages shall be subject to controlling laws.

32
33 ***Retainage***

34
35 Section 1-09.9(1) content and title is deleted and replaced with the following:

36 **(June 27, 2011)**

37 **Vacant**

38
39
40 **1-09.11(3) Time Limitation and Jurisdiction**

41 *(November 30, 2018 APWA GSP)*

42
43 Revise this section to read:

44
45 For the convenience of the parties to the Contract it is mutually agreed by the parties
46 that any claims or causes of action which the Contractor has against the Contracting
47 Agency arising from the Contract shall be brought within 180 calendar days from the
48 date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency;

1 and it is further agreed that any such claims or causes of action shall be brought only in
2 the Superior Court of the county where the Contracting Agency headquarters is located,
3 provided that where an action is asserted against a county, RCW 36.01.050 shall control
4 venue and jurisdiction. The parties understand and agree that the Contractor's failure to
5 bring suit within the time period provided, shall be a complete bar to any such claims or
6 causes of action. It is further mutually agreed by the parties that when any claims or
7 causes of action which the Contractor asserts against the Contracting Agency arising
8 from the Contract are filed with the Contracting Agency or initiated in court, the
9 Contractor shall permit the Contracting Agency to have timely access to any records
10 deemed necessary by the Contracting Agency to assist in evaluating the claims or
11 action.

12 **Temporary Traffic Control**

13 **Traffic Control Management**

14 **General**

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

16 (January 10, 2022)

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

18
19 The Northwest Laborers-Employers Training Trust
20 27055 Ohio Ave.
21 Kingston, WA 98346
22 (360) 297-3035
23 <https://www.nwlett.edu>

24
25 Evergreen Safety Council
26 12545 135th Ave. NE
27 Kirkland, WA 98034-8709
28 1-800-521-0778
29 <https://www.esc.org>

30
31 The American Traffic Safety Services Association
32 15 Riverside Parkway, Suite 100
33 Fredericksburg, Virginia 22406-1022
34 Training Dept. Toll Free (877) 642-4637
35 Phone: (540) 368-1701
36 <https://altssa.com/training>

37
38 Integrity Safety
39 13912 NE 20th Ave.
40 Vancouver, WA 98686
41 (360) 574-6071
42 <https://www.integritysafety.com>

43
44 US Safety Alliance
45 (904) 705-5660
46
47
48

<https://www.ussafetyalliance.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049

<https://www.kndsolutions.net>

Measurement

(August 2, 2004)

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

**DIVISION 4
BASES**

4-04.2 Gravel Base

(March 9, 2016 APWA GSP)

Revise section 9-03.9(2) to read:

Permeable Ballast

Permeable ballast shall meet the requirements of Section 9-03.9(1) for ballast except for the following special requirements.

The grading and quality requirements are:

Grading No. 1		Grading No. 2 (AASHTO No. 3)	
Sieve Size	Percent Passing	Sieve Size	Percent Passing
2-1/2"	99-100	2-1/2"	100
2"	65-100	2"	90-100
3/4"	40-80	1-1/2"	35-70
No. 4	0-5	1"	0-15
No. 100	0-2	1/2"	0-5
% Fracture	95	No. 100	0-3
All percentages are by weight.		% Fracture	95

The sand equivalent value and dust ratio requirements do not apply.

Los Angeles Wear, 500 Rev. 30% maximum
Degradation Factor 30 minimum

1 The fracture requirement shall be at least two (2) fractured faces and will
2 apply to the combined aggregate retained on the No. 4 sieve in accordance
3 with WSDOT FOP for AASHTO T 335.

4
5 The minimum void ratio of the aggregate shall be 30 percent as determined
6 by AASHTO T 19.

7
8 Permeable ballast material may be conditionally approved based on
9 Contractor submitted sampled materials prior to delivery to the site. Final
10 Acceptance will be based on conformance testing completed on material that
11 has been delivered, installed, and compacted on site. The exact point of
12 acceptance will be determined by the Engineer. Material out of conformance
13 with the project specifications will be removed and replaced at the
14 Contractor's expense.

15
16 **DIVISION 5**
17 **SURFACE TREATMENTS AND PAVEMENTS**

18
19 **5-04 Hot Mix Asphalt**
20 *(July 18, 2018 APWA GSP)*

21
22 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:
23

24 **5-04.1 Description**

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

31
32 HMA shall be composed of asphalt binder and mineral materials as may be required,
33 mixed in the proportions specified to provide a homogeneous, stable,
34 and workable mixture.

35
36 **5-04.2 Materials**

37 Materials shall meet the requirements of the following sections:

38	Asphalt Binder	9-02.1(4)
39	Cationic Emulsified Asphalt	9-02.1(6)
40	Anti-Stripping Additive	9-02.4
41	HMA Additive	9-02.5
42	Aggregates	9-03.8
43	Recycled Asphalt Pavement	9-03.8(3)B
44	Mineral Filler	9-03.8(5)
45	Recycled Material	9-03.21

1	Portland Cement	9-01
2	Sand	9-03.1(2)
3	(As noted in 5-04.3(5)C for crack sealing)	
4	Joint Sealant	9-04.2
5	Foam Backer Rod	9-04.2(3)A

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

12
13 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the
14 production of HMA. The RAP may be from pavements removed under the Contract,
15 if any, or pavement material from an existing stockpile.

16
17 The Contractor may use up to 20 percent RAP by total weight of HMA with no
18 additional sampling or testing of the RAP. The RAP shall be sampled and tested at a
19 frequency of one sample for every 1,000 tons produced and not less than ten
20 samples per project. The asphalt content and gradation test data shall be reported to
21 the Contracting Agency when submitting the mix design for approval on the QPL.
22 The Contractor shall include the RAP as part of the mix design as defined in these
23 Specifications.

24
25 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
26 binder from different sources is not permitted.

27
28 The Contractor may only use warm mix asphalt (WMA) processes in the production
29 of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall
30 submit to the Engineer for approval the process that is proposed and how it will be
31 used in the manufacture of HMA.

32
33 Production of aggregates shall comply with the requirements of Section 3-01.
34 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
35 aggregates from stockpiles shall comply with the requirements of Section 3-02.

36
37 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
38 If the contractor wishes to submit a mix design for inclusion in the Qualified Products
39 List (QPL), please follow the WSDOT process outlined in Standard Specification 5-
40 04.2(1).

41
42 **5-04.2(1)A Vacant**

43
44 **5-04.2(2) Mix Design – Obtaining Project Approval**

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

36

1 **5-04.3(2) Paving Under Traffic**

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

4
5 The Contractor shall keep intersections open to traffic at all times except when
6 paving the intersection or paving across the intersection. During such time, and
7 provided that there has been an advance warning to the public, the intersection may
8 be closed for the minimum time required to place and compact the mixture. In hot
9 weather, the Engineer may require the application of water to the pavement to
10 accelerate the finish rolling of the pavement and to shorten the time required before
11 reopening to traffic.

12
13 Before closing an intersection, advance warning signs shall be placed and signs
14 shall also be placed marking the detour or alternate route.

15
16 During paving operations, temporary pavement markings shall be maintained
17 throughout the project. Temporary pavement markings shall be installed on the
18 Roadway prior to opening to traffic. Temporary pavement markings shall be in
19 accordance with Section 8-23.

20
21 All costs in connection with performing the Work in accordance with these
22 requirements, except the cost of temporary pavement markings, shall be included in
23 the unit Contract prices for the various Bid items involved in the Contract.

24
25 **5-04.3(3) Equipment**

26
27 **5-04.3(3)A Mixing Plant**

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

- 29
30 1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of
31 asphalt binder shall be equipped to heat and hold the material at the required
32 temperatures. The heating shall be accomplished by steam coils, electricity,
33 or other approved means so that no flame shall be in contact with the storage
34 tank. The circulating system for the asphalt binder shall be designed to
35 ensure proper and continuous circulation during the operating period. A valve
36 for the purpose of sampling the asphalt binder shall be placed in either the
37 storage tank or in the supply line to the mixer.
- 38 2. **Thermometric Equipment** – An armored thermometer, capable of detecting
39 temperature ranges expected in the HMA mix, shall be fixed in the asphalt
40 binder feed line at a location near the charging valve at the mixer unit. The
41 thermometer location shall be convenient and safe for access by Inspectors.
42 The plant shall also be equipped with an approved dial-scale thermometer, a
43 mercury actuated thermometer, an electric pyrometer, or another approved
44 thermometric instrument placed at the discharge chute of the drier to

1 automatically register or indicate the temperature of the heated aggregates.
2 This device shall be in full view of the plant operator.

3 **3. Heating of Asphalt Binder** – The temperature of the asphalt binder shall not
4 exceed the maximum recommended by the asphalt binder manufacturer nor
5 shall it be below the minimum temperature required to maintain the asphalt
6 binder in a homogeneous state. The asphalt binder shall be heated in a
7 manner that will avoid local variations in heating. The heating method shall
8 provide a continuous supply of asphalt binder to the mixer at a uniform
9 average temperature with no individual variations exceeding 25°F. Also,
10 when a WMA additive is included in the asphalt binder, the temperature of the
11 asphalt binder shall not exceed the maximum recommended by the
12 manufacturer of the WMA additive.

13 **4. Sampling and Testing of Mineral Materials** – The HMA plant shall be
14 equipped with a mechanical sampler for the sampling of the mineral
15 materials. The mechanical sampler shall meet the requirements of Section 1-
16 05.6 for the crushing and screening operation. The Contractor shall provide
17 for the setup and operation of the field testing facilities of the Contracting
18 Agency as provided for in Section 3-01.2(2).

19 **5. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of
20 the following methods:

- 21 a. A mechanical sampling device attached to the HMA plant.
- 22 b. Platforms or devices to enable sampling from the hauling vehicle
23 without entering the hauling vehicle.

24 25 **5-04.3(3)B Hauling Equipment**

26 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall
27 have a cover of canvas or other suitable material of sufficient size to protect the
28 mixture from adverse weather. Whenever the weather conditions during the work
29 shift include, or are forecast to include, precipitation or an air temperature less than
30 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be
31 securely attached to protect the HMA.

32
33 The contractor shall provide an environmentally benign means to prevent the HMA
34 mixture from adhering to the hauling equipment. Excess release agent shall be
35 drained prior to filling hauling equipment with HMA. Petroleum derivatives or other
36 coating material that contaminate or alter the characteristics of the HMA shall not be
37 used. For live bed trucks, the conveyer shall be in operation during the process of
38 applying the release agent.

39 40 **5-04.3(3)C Pavers**

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

1 The HMA paver shall be in good condition and shall have the most current
2 equipment available from the manufacturer for the prevention of segregation of the
3 HMA mixture installed, in good condition, and in working order. The equipment
4 certification shall list the make, model, and year of the paver and any equipment that
5 has been retrofitted.

6
7 The screed shall be operated in accordance with the manufacturer's
8 recommendations and shall effectively produce a finished surface of the required
9 evenness and texture without tearing, shoving, segregating, or gouging the mixture.
10 A copy of the manufacturer's recommendations shall be provided upon request by
11 the Contracting Agency. Extensions will be allowed provided they produce the same
12 results, including ride, density, and surface texture as obtained by the primary
13 screed. Extensions without augers and an internally heated vibratory screed shall not
14 be used in the Traveled Way.

15
16 When specified in the Contract, reference lines for vertical control will be required.
17 Lines shall be placed on both outer edges of the Traveled Way of each Roadway.
18 Horizontal control utilizing the reference line will be permitted. The grade and slope
19 for intermediate lanes shall be controlled automatically from reference lines or by
20 means of a mat referencing device and a slope control device. When the finish of the
21 grade prepared for paving is superior to the established tolerances and when, in the
22 opinion of the Engineer, further improvement to the line, grade, cross-section, and
23 smoothness can best be achieved without the use of the reference line, a mat
24 referencing device may be substituted for the reference line. Substitution of the
25 device will be subject to the continued approval of the Engineer. A joint matcher may
26 be used subject to the approval of the Engineer. The reference line may be removed
27 after the completion of the first course of HMA when approved by the Engineer.
28 Whenever the Engineer determines that any of these methods are failing to provide
29 the necessary vertical control, the reference lines will be reinstalled by the
30 Contractor.

31
32 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire,
33 and accessories necessary for satisfactory operation of the automatic control
34 equipment.

35
36 If the paving machine in use is not providing the required finish, the Engineer may
37 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids
38 spilled on the pavement shall be thoroughly removed before paving proceeds.

39
40 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

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

43
44 Where an MTD/V is required by the contract, the Engineer may approve paving
45 without an MTD/V, at the request of the Contractor. The Engineer will determine if an
46 equitable adjustment in cost or time is due.

1
2 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment
3 and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to
4 obtain a uniform temperature throughout the mixture. If a windrow elevator is used,
5 the length of the windrow may be limited in urban areas or through intersections, at
6 the discretion of the Engineer.

7
8 To be approved for use, an MTV:

- 9
10 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
11 2. Shall not be connected to the hauling vehicle or paver.
12 3. May accept HMA directly from the haul vehicle or pick up HMA from a
13 windrow.
14 4. Shall mix the HMA after delivery by the hauling equipment and prior to
15 placement into the paving machine.
16 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout
17 the mixture.

18
19 To be approved for use, an MTD:

- 20
21 1. Shall be positively connected to the paver.
22 2. May accept HMA directly from the haul vehicle or pick up HMA from a
23 windrow.
24 3. Shall mix the HMA after delivery by the hauling equipment and prior to
25 placement into the paving machine.
26 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout
27 the mixture.

28
29 **5-04.3(3)E Rollers**

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

40
41 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

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

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

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

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

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

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

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

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

3
4 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and
5 foreign material when filling with crack sealant material. Use a hot compressed air
6 lance to dry and warm the pavement surfaces within the crack immediately prior to
7 filling a crack with the sealant material. Do not overheat pavement. Do not use direct
8 flame dryers. Routing cracks is not required.

9
10 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the
11 components and pour the mixture into the cracks until full. Add additional CSS-1
12 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the
13 mixture will completely fill the cracks. Strike off the sand slurry flush with the existing
14 pavement surface and allow the mixture to cure. Top off cracks that were not
15 completely filled with additional sand slurry. Do not place the HMA overlay until the
16 slurry has fully cured.

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

27
28 In areas where HMA will be placed, use sand slurry to fill the cracks.

29
30 In areas where HMA will not be placed, fill the cracks as follows:

- 31
32 1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
33 2. Cracks greater than 1 inch in width – fill with sand slurry.

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

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

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

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

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

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

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

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

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

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP.

1 Materials shall be removed from stockpile(s) in a manner to ensure minimal
2 segregation when being moved to the HMA plant for processing into the final
3 mixture. Different aggregate sizes shall be kept separated until they have been
4 delivered to the HMA plant.

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

7
8 **5-04.3(6) Mixing**

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

13
14 When discharged, the temperature of the HMA shall not exceed the optimum mixing
15 temperature by more than 25°F as shown on the reference mix design report or as
16 approved by the Engineer. Also, when a WMA additive is included in the
17 manufacture of HMA, the discharge temperature of the HMA shall not exceed the
18 maximum recommended by the manufacturer of the WMA additive. A maximum
19 water content of 2 percent in the mix, at discharge, will be allowed providing the
20 water causes no problems with handling, stripping, or flushing. If the water in the
21 HMA causes any of these problems, the moisture content shall be reduced as
22 directed by the Engineer.

23
24 Storing or holding of the HMA in approved storage facilities will be permitted with
25 approval of the Engineer, but in no event shall the HMA be held for more than 24
26 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected
27 HMA shall be disposed of by the Contractor at no expense to the Contracting
28 Agency. The storage facility shall have an accessible device located at the top of the
29 cone or about the third point. The device shall indicate the amount of material in
30 storage. No HMA shall be accepted from the storage facility when the HMA in
31 storage is below the top of the cone of the storage facility, except as the storage
32 facility is being emptied at the end of the working shift.

33
34 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized
35 prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced.
36 If there is evidence of the recycled asphalt pavement not breaking down during the
37 heating and mixing of the HMA, the Contractor shall immediately suspend the use of
38 the RAP until changes have been approved by the Engineer. After the required
39 amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have
40 been introduced into the mixer the HMA shall be mixed until complete and uniform
41 coating of the particles and thorough distribution of the asphalt binder throughout the
42 mineral materials, and RAP is ensured.

43
44 **5-04.3(7) Spreading and Finishing**

45 The mixture shall be laid upon an approved surface, spread, and struck off to the
46 grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall

1 be used to distribute the mixture. Unless otherwise directed by the Engineer, the
2 nominal compacted depth of any layer of any course shall not exceed the following:

3		
4	HMA Class 1"	0.35 feet
5	HMA Class ¾" and HMA Class ½"	
6	wearing course	0.30 feet
7	other courses	0.35 feet
8	HMA Class ⅜"	0.15 feet

9
10 On areas where irregularities or unavoidable obstacles make the use of mechanical
11 spreading and finishing equipment impractical, the paving may be done with other
12 equipment or by hand.

13
14 When more than one JMF is being utilized to produce HMA, the material produced
15 for each JMF shall be placed by separate spreading and compacting equipment. The
16 intermingling of HMA produced from more than one JMF is prohibited. Each strip of
17 HMA placed during a work shift shall conform to a single JMF established for the
18 class of HMA specified unless there is a need to make an adjustment in the JMF.

19
20 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

25
26 **5-04.3(9) HMA Mixture Acceptance**

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

29
30 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial
31 Evaluation is specified.

32
33 Commercial evaluation will be used for Commercial HMA and for other classes of
34 HMA in the following applications: sidewalks, road approaches, ditches, slopes,
35 paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other
36 nonstructural applications of HMA accepted by commercial evaluation shall be as
37 approved by the Engineer. Sampling and testing of HMA accepted by commercial
38 evaluation will be at the option of the Engineer.

39
40 The mix design will be the initial JMF for the class of HMA. The Contractor may
41 request a change in the JMF. Any adjustments to the JMF will require the approval of
42 the Engineer and may be made in accordance with this section.

1 **HMA Tolerances and Adjustments**

2 1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of
3 acceptance shall be within tolerance. The tolerance limits will be established
4 as follows:

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

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

9 For Aggregates in the mixture:

10 a. First, determine preliminary upper and lower acceptance limits by
11 applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

12 b. Second, adjust the preliminary upper and lower acceptance limits
13 determined from step (a) the minimum amount necessary so that none of
14 the aggregate properties are outside the control points in Section 9-
15 03.8(6). The resulting values will be the upper and lower acceptance limits
16 for aggregates, as well as the USL and LSL required in Section 1-
17 06.2(2)D2.

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

23 a. **Aggregates** –2 percent for the aggregate passing the 1 1/2", 1", 3/4", 1/2", 3/8",
24 and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and
25 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted
26 JMF shall be within the range of the control points in Section 9-03.8(6).

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

30
31 **5-04.3(9)A Vacant**

32
33 **5-04.3(9)B Vacant**

34
35 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

36 HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the
37 Contracting Agency by dividing the HMA tonnage into lots.

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

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

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

3
4 Testing for compliance of asphalt binder content will be by WSDOT FOP for
5 AASHTO T 308.

6
7 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

8
9 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

10 For each lot of material falling outside the tolerance limits in 5-04.3(9), the
11 Contracting Agency will determine a Composite Pay Factor (CPF) using the following
12 price adjustment factors:
13

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

14
15 Each lot of HMA produced under Nonstatistical Evaluation and having all
16 constituents falling within the tolerance limits of the job mix formula shall be accepted
17 at the unit Contract price with no further evaluation. When one or more constituents
18 fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table
19 of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-
20 06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be
21 used in the calculation of the CPF and the maximum CPF shall be 1.00. When less
22 than three sublots exist, backup samples of the existing sublots or samples from the
23 Roadway shall be tested to provide a minimum of three sets of results for evaluation.
24

25 **5-04.3(9)C5 Vacant**

26
27 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

1
2 If a constituent is not measured in accordance with these Specifications, its individual
3 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).
4

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

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

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

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

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

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

37 **5-04.3(10) HMA Compaction Acceptance**

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

1 determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge
2 correlation will be at the discretion of the Engineer, when using the nuclear density
3 gauge and WSDOT SOP 736 when using cores to determine density.

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

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

12
13 Roadway cores for density may be obtained by either the Contracting Agency or the
14 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-
15 inches minimum, unless otherwise approved by the Engineer. Roadway cores will be
16 tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T
17 166.

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

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

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

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

38 39 **Test Results**

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

1 the nuclear density gauge for the subplot and will be used for calculation of the CPF
2 and acceptance of HMA compaction lot.

3
4 When cores are taken by the Contracting Agency at the request of the Contractor,
5 they shall be requested by noon of the next workday after the test results for the
6 subplot have been provided or made available to the Contractor. Core locations shall
7 be outside of wheel paths and as determined by the Engineer. Traffic control shall be
8 provided by the Contractor as requested by the Engineer. Failure by the Contractor
9 to provide the requested traffic control will result in forfeiture of the request for cores.
10 When the CPF for the lot based on the results of the HMA cores is less than 1.00,
11 the cost for the coring will be deducted from any monies due or that may become
12 due the Contractor under the Contract at the rate of \$200 per core and the
13 Contractor shall pay for the cost of the traffic control.

14
15 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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

22
23 The type of rollers to be used and their relative position in the compaction sequence
24 shall generally be the Contractor's option, provided the specified densities are
25 attained. Unless the Engineer has approved otherwise, rollers shall only be operated
26 in the static mode when the internal temperature of the mix is less than 175°F.
27 Regardless of mix temperature, a roller shall not be operated in a mode that results
28 in checking or cracking of the mat. Rollers shall only be operated in static mode on
29 bridge decks.

30
31 **5-04.3(10)B HMA Compaction – Cyclic Density**

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

38
39 **5-04.3(10)C Vacant**

40
41 **5-04.3(10)D HMA Nonstatistical Compaction**

42
43 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

1 HMA compaction which is accepted by nonstatistical evaluation will be based on
2 acceptance testing performed by the Contracting Agency dividing the project into
3 compaction lots.

4
5 A lot is represented by randomly selected samples of the same mix design that will
6 be tested for acceptance. A lot is defined as the total quantity of material or work
7 produced for each Job Mix Formula placed. Only one lot per JMF is expected. A
8 subplot shall be equal to one day's production or 400 tons, whichever is less except
9 that the final subplot will be a minimum of 200 tons and may be increased to 800 tons.
10 Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

11
12 The subplot locations within each density lot will be determined by the Engineer. For a
13 lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's
14 request after the Engineer is satisfied that material conforming to the Specifications
15 can be produced.

16
17 HMA mixture accepted by commercial evaluation and HMA constructed under
18 conditions other than those listed above shall be compacted on the basis of a test
19 point evaluation of the compaction train. The test point evaluation shall be performed
20 in accordance with instructions from the Engineer. The number of passes with an
21 approved compaction train, required to attain the maximum test point density, shall
22 be used on all subsequent paving.

23
24 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel
25 wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved
26 by the Engineer.

27
28 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

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

31
32 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

33 For each compaction lot with one or two sublots, having all sublots attain a relative
34 density that is 92 percent of the reference maximum density the HMA shall be
35 accepted at the unit Contract price with no further evaluation. When a subplot does
36 not attain a relative density that is 92 percent of the reference maximum density, the
37 lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate
38 CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in
39 excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than
40 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11).
41 Additional testing by either a nuclear moisture-density gauge or cores will be
42 completed as required to provide a minimum of three tests for evaluation.

43
44 For compaction below the required 92% a Non-Conforming Compaction Factor
45 (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus

1 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated
2 as the product of CPF, the quantity of HMA in the compaction control lot in tons, and
3 the unit Contract price per ton of mix.

4
5 **5-04.3(11) Reject Work**

6
7 **5-04.3(11)A Reject Work General**

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

14
15 **5-04.3(11)B Rejection by Contractor**

16 The Contractor may, prior to sampling, elect to remove any defective material and
17 replace it with new material. Any such new material will be sampled, tested, and
18 evaluated for acceptance.

19
20 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

21 The Engineer may, without sampling, reject any batch, load, or section of Roadway
22 that appears defective. Material rejected before placement shall not be incorporated
23 into the pavement. Any rejected section of Roadway shall be removed.

24
25 No payment will be made for the rejected materials or the removal of the materials
26 unless the Contractor requests that the rejected material be tested. If the Contractor
27 elects to have the rejected material tested, a minimum of three representative
28 samples will be obtained and tested. Acceptance of rejected material will be based
29 on conformance with the nonstatistical acceptance Specification. If the CPF for the
30 rejected material is less than 0.75, no payment will be made for the rejected material;
31 in addition, the cost of sampling and testing shall be borne by the Contractor. If the
32 CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne
33 by the Contracting Agency. If the material is rejected before placement and the CPF
34 is greater than or equal to 0.75, compensation for the rejected material will be at a
35 CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal
36 to 0.75, compensation for the rejected material will be at the calculated CPF with an
37 addition of 25 percent of the unit Contract price added for the cost of removal and
38 disposal.

39
40 **5-04.3(11)D Rejection - A Partial Sublot**

41 In addition to the random acceptance sampling and testing, the Engineer may also
42 isolate from a normal subplot any material that is suspected of being defective in
43 relative density, gradation or asphalt binder content. Such isolated material will not
44 include an original sample location. A minimum of three random samples of the

1 suspect material will be obtained and tested. The material will then be statistically
2 evaluated as an independent lot in accordance with Section 1-06.2(2).

3
4 **5-04.3(11)E Rejection - An Entire Sublot**

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

9
10 **5-04.3(11)F Rejection - A Lot in Progress**

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

- 14
- 15 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00
16 and the Contractor is taking no corrective action, or
 - 17 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below
18 0.95 and the Contractor is taking no corrective action, or
 - 19 3. When either the PFi for any constituent or the CPF of a lot in progress is less
20 than 0.75.

21
22 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

24
25 **5-04.3(12) Joints**

26
27 **5-04.3(12)A HMA Joints**

28
29 **5-04.3(12)A1 Transverse Joints**

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

37
38 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a
39 transverse joint as a result of paving or planing is open to traffic. The HMA in the
40 temporary wedge shall be separated from the permanent HMA by strips of heavy
41 wrapping paper or other methods approved by the Engineer. The wrapping paper
42 shall be removed and the joint trimmed to a slightly beveled edge for the full
43 thickness of the course prior to resumption of paving.

1
2 The material that is cut away shall be wasted and new mix shall be laid against the
3 cut. Rollers or tamping irons shall be used to seal the joint.
4

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

6 The longitudinal joint in any one course shall be offset from the course immediately
7 below by not more than 6 inches nor less than 2 inches. All longitudinal joints
8 constructed in the wearing course shall be located at a lane line or an edge line of
9 the Traveled Way. A notched wedge joint shall be constructed along all longitudinal
10 joints in the wearing surface of new HMA unless otherwise approved by the
11 Engineer. The notched wedge joint shall have a vertical edge of not less than the
12 maximum aggregate size or more than ½ of the compacted lift thickness and then
13 taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA
14 notched wedge joint shall be uniformly compacted.
15

16 **5-04.3(12)B Bridge Paving Joint Seals**

17
18 **5-04.3(12)B1 HMA Sawcut and Seal**

19 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both
20 ends of the bridge paving joint seals to be placed at the bridge ends, and at interior
21 joints within the bridge deck when and where shown in the Plans. Establish the
22 sawcut alignment points in a manner that they remain functional for use in aligning
23 the sawcut after placing the overlay.
24

25 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's
26 application procedure.
27

28 Construct the bridge paving joint seal as specified on the Plans and in accordance
29 with the detail shown in the Standard Plans. Construct the sawcut in accordance with
30 the detail shown in the Standard Plan. Construct the sawcut in accordance with
31 Section 5-05.3(8)B and the manufacturer's application procedure.
32

33 **5-04.3(12)B2 Paved Panel Joint Seal**

34 Construct the paved panel joint seal in accordance with the requirements specified in
35 section 5-04.3(12)B1 and the following requirement:
36

- 37 1. Clean and seal the existing joint between concrete panels in accordance with
38 Section 5-01.3(8) and the details shown in the Standard Plans.
39

40 **5-04.3(13) Surface Smoothness**

41 The completed surface of all courses shall be of uniform texture, smooth, uniform as
42 to crown and grade, and free from defects of all kinds. The completed surface of the
43 wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot
44 straightedge placed on the surface parallel to the centerline. The transverse slope of

1 the completed surface of the wearing course shall vary not more than ¼ inch in 10
2 feet from the rate of transverse slope shown in the Plans.

3
4 When deviations in excess of the above tolerances are found that result from a high
5 place in the HMA, the pavement surface shall be corrected by one of the
6 following methods:

- 7
- 8 1. Removal of material from high places by grinding with an approved grinding
9 machine, or
- 10 2. Removal and replacement of the wearing course of HMA, or
- 11 3. By other method approved by the Engineer.

12
13 Correction of defects shall be carried out until there are no deviations anywhere
14 greater than the allowable tolerances.

15
16 Deviations in excess of the above tolerances that result from a low place in the HMA
17 and deviations resulting from a high place where corrective action, in the opinion of
18 the Engineer, will not produce satisfactory results will be accepted with a price
19 adjustment. The Engineer shall deduct from monies due or that may become due to
20 the Contractor the sum of \$500.00 for each and every section of single traffic
21 lane 100 feet in length in which any excessive deviations described above are found.

22
23 When utility appurtenances such as manhole covers and valve boxes are located in
24 the traveled way, the utility appurtenances shall be adjusted to the finished grade
25 prior to paving. This requirement may be waived when requested by the Contractor,
26 at the discretion of the Engineer or when the adjustment details provided in the
27 project plan or specifications call for utility appurtenance adjustments after the
28 completion of paving.

29
30 Utility appurtenance adjustment discussions will be included in the Pre-Paving
31 planning (5-04.3(14)B3). Submit a written request to waive this requirement to the
32 Engineer prior to the start of paving.

33 34 **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

38
39 Locations of existing surfacing to be planed are as shown in the Drawings.

40
41 Where planing an existing pavement is specified in the Contract, the Contractor must
42 remove existing surfacing material and to reshape the surface to remove
43 irregularities. The finished product must be a prepared surface acceptable for
44 receiving an HMA overlay.

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

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

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

1
2 **5-04.3(14)B Paving and Planing Under Traffic**

3
4 **5-04.3(14)B1 General**

5 In addition the requirements of Section 1-07.23 and the traffic controls required in
6 Section 1-10, and unless the Contract specifies otherwise or the Engineer approves,
7 the Contractor must comply with the following:

8
9 1. Intersections:

- 10 a. Keep intersections open to traffic at all times, except when paving or
11 planing operations through an intersection requires closure. Such closure
12 must be kept to the minimum time required to place and compact the HMA
13 mixture, or plane as appropriate. For paving, schedule such closure to
14 individual lanes or portions thereof that allows the traffic volumes and
15 schedule of traffic volumes required in the approved traffic control plan.
16 Schedule work so that adjacent intersections are not impacted at the same
17 time and comply with the traffic control restrictions required by the Traffic
18 Engineer. Each individual intersection closure or partial closure, must be
19 addressed in the traffic control plan, which must be submitted to and
20 accepted by the Engineer, see Section 1-10.2(2).
- 21 b. When planing or paving and related construction must occur in an
22 intersection, consider scheduling and sequencing such work into quarters of
23 the intersection, or half or more of an intersection with side street detours.
24 Be prepared to sequence the work to individual lanes or portions thereof.
- 25 c. Should closure of the intersection in its entirety be necessary, and no
26 trolley service is impacted, keep such closure to the minimum time required
27 to place and compact the HMA mixture, plane, remove asphalt, tack coat,
28 and as needed.
- 29 d. Any work in an intersection requires advance warning in both signage and
30 a number of Working Days advance notice as determined by the Engineer,
31 to alert traffic and emergency services of the intersection closure or partial
32 closure.
- 33 e. Allow new compacted HMA asphalt to cool to ambient temperature before
34 any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until
35 approval has been obtained from the Engineer.
- 36 2. Temporary centerline marking, post-paving temporary marking, temporary
37 stop bars, and maintaining temporary pavement marking must comply with
38 Section 8-23.
- 39 3. Permanent pavement marking must comply with Section 8-22.

40
41 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

42 The Contractor must submit a separate planing plan and a separate paving plan to
43 the Engineer at least 5 Working Days in advance of each operation's activity start
44 date. These plans must show how the moving operation and traffic control are
45 coordinated, as they will be discussed at the pre-planing briefing and pre-paving

1 briefing. When requested by the Engineer, the Contractor must provide each
2 operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a
3 scale showing both the area of operation and sufficient detail of traffic beyond the
4 area of operation where detour traffic may be required. The scale on the Shop
5 Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient
6 detail is shown.

7
8 The planing operation and the paving operation include, but are not limited to, metal
9 detection, removal of asphalt and temporary asphalt of any kind, tack coat and
10 drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be
11 discussed at the briefing.

12
13 When intersections will be partially or totally blocked, provide adequately sized and
14 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in
15 advance. The traffic control plan must show where police officers will be stationed
16 when signalization is or may be, countermanded, and show areas where flaggers are
17 proposed.

18
19 At a minimum, the planing and the paving plan must include:

- 20
- 21 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing
22 each day's traffic control as it relates to the specific requirements of that day's
23 planing and paving. Briefly describe the sequencing of traffic control
24 consistent with the proposed planing and paving sequence, and scheduling of
25 placement of temporary pavement markings and channelizing devices after
26 each day's planing, and paving.
 - 27 2. A copy of each intersection's traffic control plan.
 - 28 3. Haul routes from Supplier facilities, and locations of temporary parking and
29 staging areas, including return routes. Describe the complete round trip as it
30 relates to the sequencing of paving operations.
 - 31 4. Names and locations of HMA Supplier facilities to be used.
 - 32 5. List of all equipment to be used for paving.
 - 33 6. List of personnel and associated job classification assigned to each piece of
34 paving equipment.
 - 35 7. Description (geometric or narrative) of the scheduled sequence of planing
36 and of paving, and intended area of planing and of paving for each day's
37 work, must include the directions of proposed planing and of proposed
38 paving, sequence of adjacent lane paving, sequence of skipped lane paving,
39 intersection planing and paving scheduling and sequencing, and proposed
40 notifications and coordinations to be timely made. The plan must show HMA
41 joints relative to the final pavement marking lane lines.
 - 42 8. Names, job titles, and contact information for field, office, and plant
43 supervisory personnel.
 - 44 9. A copy of the approved Mix Designs.
 - 45 10. Tonnage of HMA to be placed each day.

1 11. Approximate times and days for starting and ending daily operations.
2

3 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

4 At least 2 Working Days before the first paving operation and the first planing
5 operation, or as scheduled by the Engineer for future paving and planing operations
6 to ensure the Contractor has adequately prepared for notifying and coordinating as
7 required in the Contract, the Contractor must be prepared to discuss that day's
8 operations as they relate to other entities and to public safety and convenience,
9 including driveway and business access, garbage truck operations, Metro transit
10 operations and working around energized overhead wires, school and nursing home
11 and hospital and other accesses, other contractors who may be operating in the
12 area, pedestrian and bicycle traffic, and emergency services. The Contractor, and
13 Subcontractors that may be part of that day's operations, must meet with the
14 Engineer and discuss the proposed operation as it relates to the submitted planing
15 plan and paving plan, approved traffic control plan, and public convenience and
16 safety. Such discussion includes, but is not limited to:
17

- 18 1. General for both Paving Plan and for Planing Plan:
19 a. The actual times of starting and ending daily operations.
20 b. In intersections, how to break up the intersection, and address traffic control
21 and signalization for that operation, including use of peace officers.
22 c. The sequencing and scheduling of paving operations and of planing
23 operations, as applicable, as it relates to traffic control, to public
24 convenience and safety, and to other contractors who may operate in the
25 Project Site.
26 d. Notifications required of Contractor activities, and coordinating with other
27 entities and the public as necessary.
28 e. Description of the sequencing of installation and types of temporary
29 pavement markings as it relates to planning and to paving.
30 f. Description of the sequencing of installation of, and the removal of,
31 temporary pavement patch material around exposed castings and as may
32 be needed
33 g. Description of procedures and equipment to identify hidden metal in the
34 pavement, such as survey monumentation, monitoring wells, street car rail,
35 and castings, before planning, see Section 5-04.3(14)B2.
36 h. Description of how flaggers will be coordinated with the planing, paving,
37 and related operations.
38 i. Description of sequencing of traffic controls for the process of rigid
39 pavement base repairs.
40 j. Other items the Engineer deems necessary to address.
41 2. Paving – additional topics:
42 a. When to start applying tack and coordinating with paving.
43 b. Types of equipment and numbers of each type equipment to be used. If
44 more pieces of equipment than personnel are proposed, describe the
45 sequencing of the personnel operating the types of equipment. Discuss the

1 continuanance of operator personnel for each type equipment as it relates to
2 meeting Specification requirements.

- 3 c. Number of JMFs to be placed, and if more than one JMF how the
4 Contractor will ensure different JMFs are distinguished, how pavers and
5 MTVs are distinguished if more than one JMF is being placed at the time,
6 and how pavers and MTVs are cleaned so that one JMF does not
7 adversely influence the other JMF.
- 8 d. Description of contingency plans for that day's operations such as
9 equipment breakdown, rain out, and Supplier shutdown of operations.
- 10 e. Number of sublots to be placed, sequencing of density testing, and other
11 sampling and testing.

12
13 **5-04.3(15) Sealing Pavement Surfaces**

14 Apply a fog seal where shown in the plans. Construct the fog seal in accordance with
15 Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior
16 to opening to traffic.

17
18 **5-04.3(16) HMA Road Approaches**

19 HMA approaches shall be constructed at the locations shown in the Plans or where
20 staked by the Engineer. The Work shall be performed in accordance with Section 5-
21 04.

22
23 **5-04.4 Measurement**

24 HMA CI. ___ PG ___, HMA for ___ CI. ___ PG ___, and Commercial HMA will
25 be measured by the ton in accordance with Section 1-09.2, with no deduction being
26 made for the weight of asphalt binder, mineral filler, or any other component of the
27 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
28 04.3(11), the material removed will not be measured.

29
30 Roadway cores will be measured per each for the number of cores taken.

31
32 Preparation of untreated roadway will be measured by the mile once along the
33 centerline of the main line Roadway. No additional measurement will be made for
34 ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement
35 will be to the nearest 0.01 mile.

36
37 Soil residual herbicide will be measured by the mile for the stated width to the
38 nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

39
40 Pavement repair excavation will be measured by the square yard of surface marked
41 prior to excavation.

42
43 Asphalt for prime coat will be measured by the ton in accordance with Section 1-
44 09.2.

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Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

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

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

Planing bituminous pavement will be measured by the square yard.

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

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

5-04.5 Payment

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

“HMA Cl. ___ PG ___”, per ton.

“HMA for Approach Cl. ___ PG ___”, per ton.

“HMA for Preleveling Cl. ___ PG ___”, per ton.

“HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Commercial HMA”, per ton.

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

“Preparation of Untreated Roadway”, per mile.

The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included

1 in the unit Contract price per ton for “HMA Cl. ___ PG ___” which was used for
2 patching. If the Proposal does not include a Bid item for “Preparation of Untreated
3 Roadway”, the Roadway shall be prepared as specified, but the Work shall be
4 included in the Contract prices of the other items of Work.

5
6 “Preparation of Existing Paved Surfaces”, per mile.

7
8 The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay
9 for all Work described under Section 5-04.3(4) with the exception, however, that all
10 costs involved in patching the Roadway prior to placement of HMA shall be included
11 in the unit Contract price per ton for “HMA Cl. ___ PG ___” which was used for
12 patching. If the Proposal does not include a Bid item for “Preparation of Untreated
13 Roadway”, the Roadway shall be prepared as specified, but the Work shall be
14 included in the Contract prices of the other items of Work.

15
16 “Crack Sealing”, by force account.

17
18 “Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For
19 the purpose of providing a common Proposal for all Bidders, the Contracting Agency
20 has entered an amount in the Proposal to become a part of the total Bid by the
21 Contractor.

22
23 “Pavement Repair Excavation Incl. Haul”, per square yard.

24
25 The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul”
26 shall be full payment for all costs incurred to perform the Work described in Section
27 5-04.3(4) with the exception, however, that all costs involved in the placement of
28 HMA shall be included in the unit Contract price per ton for “HMA for Pavement
29 Repair Cl. ___ PG ___”, per ton.

30
31 “Asphalt for Prime Coat”, per ton.

32
33 The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for
34 all costs incurred to obtain, provide and install the material in accordance with
35 Section 5-04.3(4).

36
37 “Prime Coat Agg.”, per cubic yard, or per ton.

38
39 The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full
40 pay for furnishing, loading, and hauling aggregate to the place of deposit and
41 spreading the aggregate in the quantities required by the Engineer.

42
43 “Asphalt for Fog Seal”, per ton.

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Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.

The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

“Planing Bituminous Pavement”, per square yard.

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

“Temporary Pavement Marking”, per linear foot.

Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.

Payment for “Water” is described in Section 2-07.5.

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)D3.

“Roadway Core”, per each.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

“Cyclic Density Price Adjustment”, by calculation.

1 "Cyclic Density Price Adjustment" will be calculated and paid for as described in
2 Section 5-04.3(10)B.
3

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3 **DIVISION 7**
4 **DRAINAGE STRUCTURES, STORM SEWERS,**
5 **SANITARY SEWERS, WATER**
6

7 **7-05 Manholes, Inlets, Catch Basins, And Drywells**
8

9 **7-05.1 Description**
10

11 Section 7-05.1 is supplemented with the following:
12

13 (*****)

14 This Work shall also include constructing the Storm Sewer Treatment
15 Manhole and Concrete Treatment Catch Basin for stormwater filtration as
16 detailed in the Plans.
17

18 **7-05.2 Materials**
19

20 Section 7-05.2 is supplemented with the following:
21

22 (*****)

23 **Storm Sewer Treatment Manholes and Concrete Treatment Catch**
24 **Basins**

25 Treatment manholes and Catch Basins shall be per the details on the plans as
26 manufactured by Contech Engineered Solutions LLC, Portland, Oregon, (800)
27 338-1122. Equivalent structures produced by other manufacturers may be used
28 if approved by the Engineer and the State of Washington Department of
29 Ecology. If an alternate is proposed and approved, the Contractor shall pay for
30 all redesign expenses necessary for the alternate unit and associated
31 construction. Equivalent (Alternate) structures shall meet the following minimum
32 requirements and are subject to final approval by the Engineer and Owner:
33

- 34 1. Minimum Water Quality Flow Rate Treatment Capacity: Per Plans and
35 Details.
36 2. Minimum Peak Flow Rate Capacity: Per Plans and Details.
37 3. The treatment capacity shall be achieved without any flow bypassing the
38 overflow weir or device of the treatment unit.
39 4. Maximum Structure Footprint Dimensions: Like maximum dimensions of
40 basins, vaults and manholes noted on the plans.
41

42 **7-05.4 Measurement**

43 Section 7-05.4 is supplemented with the following:
44

(*****)

1 “Stormwater Treatment Manhole with 1 Cartridge”, “Stormwater Treatment
2 Manhole with 2 Cartridges” and “Stormwater Treatment Catch Basin with 1
3 Cartridge” shall be measured per lump sum for the complete unit installed,
4 including but not limited to all excavation and backfilling, fittings, equipment,
5 hardware, filter cartridges, in-place in accordance with the details on the plans
6 and manufacturer recommendations. Pavement restoration shall be measure
7 separately for payment.

8
9 **7-05.5 Payment**

10
11 Section 7-05.5 is supplemented with the following:

12 (*****)

13 “Stormwater Treatment Manhole with 1 Cartridges” per lump sum.

14 “Stormwater Treatment Manhole with 2 Cartridges” per lump sum.

15 “Stormwater Treatment Catch Basin with 1 Cartridge” per lump sum.

16
17 **APPENDICES**
18 **(January 2, 2012)**

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

20
21 **APPENDIX A:**

22 Lakeshore Drive
23 Woodland, Washington
24 Report of Geotechnical Services
25 Columbia West Engineering, Inc.

26
27 **APPENDIX B:**

28 SEPA Determination of Non-Significance.

29
30 **APPENDIX C:**

31 City of Woodland Shoreline Exemption permit.

32
33 **APPENDIX D:**

34 NEPA Documentation including No Effect Letter.

35
36 **(January 10, 2022)**
37 **Standard Plans**

38 The State of Washington Standard Plans for Road, Bridge and Municipal Construction
39 M21-01, effective September 13, 2021, is made a part of this contract.

40
41 The Standard Plans are revised as follows:

42
43 B-90.40

44 Valve Detail – DELETED

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C-8
DELETED

C-8A
DELETED

C-20.10
Note 1: "Refer to Standard Plan C-1b and C-20.11 for additional details not shown on this plan." is revised to read: "Refer to Standard Plan C-1b for additional details not shown on this plan."

C-60.10
Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3

Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown on Standard Plan C-60.15."

C-60.80
DELETED

C-85.16
DELETED

C-85.20
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40

1 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with
2 traffic barriers attached on top of the wall are considered non-standard and shall be
3 designed in accordance with the current WSDOT BDM and the revisions stated in
4 the 11/3/15 Bridge Design memorandum.

5
6 D-10.45

7 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with
8 traffic barriers attached on top of the wall are considered non-standard and shall be
9 designed in accordance with the current WSDOT BDM and the revisions stated in
10 the revisions stated in the 11/3/15 Bridge Design memorandum.

11
12 D-15.10

13 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining
14 Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM
15 are required in place of these STD Plans.

16
17 D-15.20

18 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining
19 Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM
20 are required in place of these STD Plans.

21
22 D-15.30

23 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining
24 Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM
25 are required in place of these STD Plans.

26
27 G-90.11

28 DELETED

29
30 G-90.40

31 DELETED

32
33 J-10.16

34 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

35
36 J-10.17

37 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

38
39 J-10.18

40 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

41
42 J-20.26

43 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian
44 pushbutton post."

45
46 J-20.16

47 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

48
49 J-21.10

1 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR
2 BOLTS ~ 3/4” (IN) x 30” (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY” IS
3 REVISED TO READ: “ANCHOR BOLTS ~ 3/4” (IN) x 30” (IN) FULL THREAD ~
4 FOUR REQ'D. PER ASSEMBLY”

5 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the
6 top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete
7 “(TYP.)” from the 2 1/2” CLR. dimension, depicting the distance from the bottom of
8 the foundation to find 2 # 4 reinf. Bar.

9 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from
10 the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete
11 “(TYP.)” from the 2 1/2” CLR. dimension, depicting the distance from the bottom of
12 the foundation to find 1 # 4 reinf. Bar.

13 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the
14 top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete
15 “(TYP.)” from the 2 1/2” CLR. dimension, depicting the distance from the bottom of
16 the foundation to find 2 # 4 reinf. Bar.

17 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from
18 the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete
19 “(TYP.)” from the 2 1/2” CLR. dimension, depicting the distance from the bottom of
20 the foundation to find 1 # 4 reinf. Bar.

21 Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque
22 Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~
23 3/4” (IN) Diam. Torque Clamping Bolts (see Note 1)”

24 Detail F, callout, “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note
25 4)” is revised to read; “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See
26 Note 2)”

27
28 J-21.15

29 Partial View, callout, was – LOCK NIPPLE ~ 1 1/2” DIAM., is revised to read; CHASE
30 NIPPLE ~ 1 1/2” (IN) DIAM.

31
32 J-21.16

33 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

34
35 J-22.15

36 Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”
37 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2” DIAM. is revised to read; CHASE
38 NIPPLE ~ 1 1/2” (IN) DIAM.

39
40 J-40.10

41 Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 1/2” S.S. PENTA HEAD BOLT AND 12” S.
42 S. FLAT WASHER” is revised to read; “12 – 13 x 1 1/2” S.S. PENTA HEAD BOLT
43 AND 1/2” (IN) S. S. FLAT WASHER”

44
45 J-40.36

46 Note 1, second sentence; “Finish shall be # 2B for backbox and # 4 for the cover.” Is
47 revised to read; “Finish shall be # 2B for barrier box and HRAP (Hot Rolled
48 Annealed and Pickled) for the cover.

1 J-40.37
2 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
3 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled
4 Annealed and Pickled) for the cover.
5

6 J-75.20
7 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel
8 Bands", add the following to the end of the note: "Alternate: Stainless steel cable
9 with stainless steel ends, nuts, bolts, and washers may be used in place of stainless
10 steel bands and associated hardware."
11

12 The following are the Standard Plan numbers applicable at the time this project was
13 advertised. The date shown with each plan number is the publication approval date
14 shown in the lower right-hand corner of that plan. Standard Plans showing different
15 dates shall not be used in this contract.
16

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.40-01.....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07

17

B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-02.....8/17/21	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		

18

C-1.....9/9/20	C-22.16-07.....9/16/20	C-60.70-00.....9/24/20
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C-1b.....9/9/20	C-22.40-08.....9/16/20	C-60.80-00.....8/17/21
C-1d.....10/31/03	C-22.45-05.....9/16/20	C-70.15-00.....8/17/21
C-2c.....8/12/19	C-23.60-04.....7/21/17	C-70.10-03.....8/20/21
C-4f.....8/12/19	C.24.10-02.....8/12/19	C-75.10-02.....9/16/20
C-6a.....10/14/09	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
C-7.....6/16/11	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
C-7a.....6/16/11	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
C-8.....2/10/09	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
C-8a.....7/25/97	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
C-20.10-07.....8/20/21	C-60.10-01.....9/24/20	C-80.40-01.....6/11/14
C-20.14-04.....8/12/19	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
C-20.15-02.....6/11/14	C-60.20-00.....9/24/20	C-85.11-01.....9/16/20
C-20.18-03.....8/12/19	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
C-20.40-08.....8/20/21	C-60.40-00.....8/17/21	C-85-18-02.....8/20/21
C-20.41-03.....8/20/21	C-60.45-00.....8/17/21	
C-20.42-05.....7/14/15	C-60.50-00.....8/17/21	
C-20.45.02.....8/12/19	C-60.60-00.....8/17/21	

1

D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-10.10-01.....12/2/08
D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.15-01.....12/2/08
D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.20-01.....8/7/19
D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.25-01.....8/7/19
D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.30-00.....7/8/08
D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.35-00.....7/8/08
D-2.46-02.....8/13/21	D-3.11-03.....6/11/14	D-10.40-01.....12/2/08
D-2.60-00.....11/10/05	D-3.15-02.....6/10/13	D-10.45-01.....12/2/08
D-2.62-00.....11/10/05	D-3.16-02.....5/29/13	
D-2.64-01.....1/6/09	D-3.17-02.....5/9/16	
D-2.66-00.....11/10/05	D-4.....12/11/98	
D-2.68-00.....11/10/05	D-6.....6/19/98	

2

E-1.....2/21/07	E-4.....8/27/03
E-2.....5/29/98	E-4a.....8/27/03

3

F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	

4

G-10.10-00.....9/20/07	G-26.10-00.....7/31/19
G-20.10-03.....8/20/21	G-30.10-04.....6/23/15
G-22.10-04.....6/28/18	G-50.10-03.....6/28/18
G-24.10-00.....11/8/07	G-90.10-03.....7/11/17
G-24.20-01.....2/7/12	G-90.20-05.....7/11/17
G-24.30-02.....6/28/18	G-90.30-04.....7/11/17
G-24.40-07.....6/28/18	G-95.10-02.....6/28/18

	G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
	G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
	G-25.10-05.....9/16/20		
1	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
2	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
3	J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.16-02.....8/18/21	J-28.60-03.....8/27/21	J-75.41-01.....6/29/16
	J-10.17-02.....8/18/21	J-28.70-03.....7/21/17	J-75.45-02.....6/1/16
	J-10.18-02.....8/18/21	J-29.10-01.....7/21/16	J-80.10-01.....8/18/21
	J-10.20-04.....8/18/21	J-29.15-01.....7/21/16	J-80.12-00.....8/18/21
	J-10.21-02.....8/18/21	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
	J-10.22-02.....8/18/21	J-30.10-00.....6/18/15	J-81.10-02.....8/18/21
	J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
	J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-86.10-00.....6/28/18
	J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.10-03.....6/28/18
	J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.20-03.....6/28/18
	J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.21-02.....6/28/18
	J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	J-90.50-00.....6/28/18
	J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
	J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
	J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
	J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
	J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
	J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
	J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
	J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
	J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
	J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
	J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
	J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
	J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
	J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
	J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
	J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	

	J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
	J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
	J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
	J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
	J-28.26-01.....12/02/08		
	J-28.30-03.....6/11/14		
1	K-70.20-01.....6/1/16	K-80.35-01.....9/16/20	
	K-80.10-02.....9/25/20	K-80.37-01.....9/16/20	
	K-80.20-00.....12/20/06		
	K-80.32-00.....8/17/21		
	K-80.34-00.....8/17/21		
2	L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
	L-30.10-02.....6/11/14		
3	M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00.....10/12/07
	M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
	M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
	M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
	M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
	M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
	M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
	M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
	M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
	M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
	M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
	M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	
4			
5			

PART IV
PREVAILING
WAGES

PART IVa
WASHINGTON L&I
POLICY STATEMENT AND CODE KEY

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

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

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

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

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

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

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

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

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - 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.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.
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.

Overtime Codes Continued

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

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- 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.
- 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.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

- 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.

- Z. 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. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

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

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

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

11. I. 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. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

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 3/3/2022 thru 8/30/2022

Holiday Codes Continued

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Holiday Codes Continued

7. 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.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. 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.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, 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.
- 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.

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.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

8. 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.)

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.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

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

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

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

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

PART IVb
STATE PREVAILING WAGE

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: 5/26/2022

<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>
Cowlitz	Asbestos Abatement Workers	Journey Level	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Boilermakers	Journey Level	\$72.54	<u>5N</u>	<u>1C</u>		View
Cowlitz	Brick Mason	Brick Finisher	\$42.68	<u>5A</u>	<u>1B</u>		View
Cowlitz	Brick Mason	Caulker-Pointer-Cleaner	\$65.89	<u>5A</u>	<u>1B</u>		View
Cowlitz	Brick Mason	Journey Level	\$65.89	<u>5A</u>	<u>1B</u>		View
Cowlitz	Building Service Employees	Janitor	\$14.49		<u>1</u>		View
Cowlitz	Building Service Employees	Shampooer	\$16.22		<u>1</u>		View
Cowlitz	Building Service Employees	Waxer	\$16.22		<u>1</u>		View
Cowlitz	Building Service Employees	Window Cleaner	\$15.89		<u>1</u>		View
Cowlitz	Cabinet Makers (In Shop)	Journey Level	\$14.84		<u>1</u>		View
Cowlitz	Carpenters	Acoustical Worker	\$62.36	<u>5A</u>	<u>1B</u>		View
Cowlitz	Carpenters	Bridge & Highway Carpenter	\$62.94	<u>5A</u>	<u>1B</u>		View
Cowlitz	Carpenters	Carpenter	\$62.36	<u>5A</u>	<u>1B</u>		View
Cowlitz	Carpenters	Floor Layer And Floor Finishers	\$62.53	<u>5A</u>	<u>1B</u>		View
Cowlitz	Carpenters	Scaffold/Shoring Erecting & Dismantling	\$62.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Cowlitz	Carpenters	Stationary Power Saw	\$62.53	<u>5A</u>	<u>1B</u>		View
Cowlitz	Cement Masons	Application of all Composition Mastic	\$67.41	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Application of all Epoxy Material	\$66.91	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Application of all Plastic Material	\$67.41	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Application of Sealing Compound	\$66.91	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Application of Underlayment	\$67.41	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Building General	\$66.91	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Composition or Kalman Floors	\$67.41	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Concrete Paving	\$66.91	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Curb & Gutter Machine	\$67.41	<u>15J</u>	<u>4U</u>		View
Cowlitz	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	<u>15J</u>	<u>4U</u>		View

Cowlitz	Cement Masons	Curing Concrete	\$66.91	15J	4U		View
Cowlitz	Cement Masons	Finish Colored Concrete	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Floor Grinding	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Floor Grinding/Polisher	\$66.91	15J	4U		View
Cowlitz	Cement Masons	Green Concrete Saw, self-powered	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Grouting of all Plates	\$66.91	15J	4U		View
Cowlitz	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	15J	4U		View
Cowlitz	Cement Masons	Guniting Nozzleman	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Hand Powered Grinder	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Journey Level	\$66.91	15J	4U		View
Cowlitz	Cement Masons	Patching Concrete	\$66.91	15J	4U		View
Cowlitz	Cement Masons	Pneumatic Power Tools	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Power Chipping & Brushing	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Sand Blasting Architectural Finish	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Screed & Rodding Machine	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	15J	4U		View
Cowlitz	Cement Masons	Troweling Machine Operator	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	15J	4U		View
Cowlitz	Cement Masons	Tunnel Workers	\$67.41	15J	4U		View
Cowlitz	Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	\$111.65	5A	1B		View
Cowlitz	Divers & Tenders	Dive Master	\$79.34	5A	1B		View
Cowlitz	Divers & Tenders	Dive Supervisor	\$79.34	5A	1B		View
Cowlitz	Divers & Tenders	Diver	\$111.65	5A	1B	8V	View
Cowlitz	Divers & Tenders	Diver On Standby	\$74.34	5A	1B		View
Cowlitz	Divers & Tenders	Diver Tender	\$67.65	5A	1B		View
Cowlitz	Divers & Tenders	Manifold Operator	\$67.65	5A	1B		View
Cowlitz	Divers & Tenders	Manifold Operator Mixed Gas	\$72.65	5A	1B		View
Cowlitz	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$67.65	5A	1B		View
Cowlitz	Divers & Tenders	Remote Operated Vehicle Tender	\$63.18	5A	1B		View
Cowlitz	Dredge Workers	Assistant Engineer	\$64.45	5D	1N	8D	View
Cowlitz	Dredge Workers	Assistant Mate (deckhand)	\$59.09	5D	1N	8D	View
Cowlitz	Dredge Workers	Boatman (licensed)	\$64.45	5D	1N	8D	View
Cowlitz	Dredge Workers	Fill Equipment Operator	\$61.79	5D	1N	8D	View
Cowlitz	Dredge Workers	Fireman	\$62.96	5D	1N	8D	View
Cowlitz	Dredge Workers	Leverman (hydraulic & Clamshell)	\$67.61	5D	1N	8D	View
Cowlitz	Dredge Workers	Mate	\$64.45	5D	1N	8D	View
Cowlitz	Dredge Workers	Oiler	\$59.09	5D	1N	8D	View
Cowlitz	Dredge Workers	Tenderman (boatman Attending Dredge Plant)	\$62.96	5D	1N	8D	View
Cowlitz	Dredge Workers	Welder	\$64.45	5D	1N	8D	View
Cowlitz	Drywall Applicator	Journey Level	\$62.36	5A	1B		View

Cowlitz	Drywall Tapers	Journey Level	\$60.25	<u>7E</u>	<u>1E</u>		View
Cowlitz	Electrical Fixture Maintenance Workers	Journey Level	\$25.23		<u>1</u>		View
Cowlitz	Electricians - Inside	Journey Level	\$81.90	<u>5A</u>	<u>1B</u>		View
Cowlitz	Electricians - Inside	Journeyman, Welder	\$87.44	<u>5A</u>	<u>1B</u>		View
Cowlitz	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>		View
Cowlitz	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>		View
Cowlitz	Electricians - Powerline Construction	Cable Splicer	\$88.89	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electricians - Powerline Construction	Certified Line Welder	\$81.65	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electricians - Powerline Construction	Groundperson	\$52.91	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electricians - Powerline Construction	Meter Installer	\$52.91	<u>5A</u>	<u>4D</u>	<u>8W</u>	View
Cowlitz	Electricians - Powerline Construction	Pole Sprayer	\$81.65	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electricians - Powerline Construction	Powderperson	\$60.75	<u>5A</u>	<u>4D</u>		View
Cowlitz	Electronic Technicians	Journey Level	\$66.73	<u>5A</u>	<u>1B</u>		View
Cowlitz	Elevator Constructors	Mechanic	\$104.23	<u>5N</u>	<u>4A</u>		View
Cowlitz	Elevator Constructors	Mechanic In Charge	\$112.57	<u>5N</u>	<u>4A</u>		View
Cowlitz	Fabricated Precast Concrete Products	Journey Level	\$14.49		<u>1</u>		View
Cowlitz	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$14.49		<u>1</u>		View
Cowlitz	Fence Erectors	Fence Erector	\$43.90	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Fence Erectors	Fence Laborer	\$43.90	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Flaggers	Journey Level	\$46.94	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Glaziers	Journey Level	\$68.47	<u>7I</u>	<u>1C</u>		View
Cowlitz	Heat & Frost Insulators And Asbestos Workers	Mechanic	\$77.66	<u>5N</u>	<u>1F</u>		View
Cowlitz	Heating Equipment Mechanics	Journey Level	\$91.83	<u>7F</u>	<u>1E</u>		View
Cowlitz	Hod Carriers & Mason Tenders	Journey Level	\$52.70	<u>5D</u>	<u>1B</u>		View
Cowlitz	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		<u>1</u>		View
Cowlitz	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		View
Cowlitz	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>		View
Cowlitz	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		View
Cowlitz	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		View
Cowlitz	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		View
Cowlitz	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By	Cleaner Operator, Foamer Operator	\$14.49		<u>1</u>		View

	Remote Control						
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		<u>1</u>		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$14.49		<u>1</u>		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$14.49		<u>1</u>		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$14.49		<u>1</u>		View
Cowlitz	Insulation Applicators	Journey Level	\$62.53	<u>5A</u>	<u>1B</u>		View
Cowlitz	Ironworkers	Journey Level	\$72.11	<u>7N</u>	<u>1O</u>		View
Cowlitz	Laborers	Anchor Machines	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Application (including Pot Power Tender For Same), Applying Protective Material By Hand Or Nozzle On Utility Lines Or Storage Tanks On Project	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Asbestos Removal	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Asphalt Plant Laborers	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Asphalt Raker	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Asphalt Spreaders	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Ballast Regulators	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Batch Weighman	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Bit Grinder	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Broomers	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Brush (power Saw)	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Brush Burners And Cutters	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Burners	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Car And Truck Loaders	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Carpenter Tender	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Change-house Man Or Dry Shack Man	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Chipping Guns	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Choker Setters	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Choker Splicer	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Chuck Tender	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Clary Power Spreader And Similar Types	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Clean Up Laborers	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Clean-up Nozzleman-green-cutter (concrete Rock, Etc.)	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Concrete Crew, Bull Gang	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Concrete Laborers	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Concrete Nozzlemen	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Concrete Power Buggyman	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View

Cowlitz	Laborers	Concrete Saw Operator	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Concrete Saw Operator (walls)	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Confined Space / Hole Watch	\$46.94	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Crusher Feeder	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Curing, Concrete	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Demolition And Wrecking Charred Materials	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Demolition, Wrecking And Moving Laborers	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Drill Doctor	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Drill Operators, Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills And Other Similar Types, Including At Crusher Plants	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Dry Pack Machine	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Dumpers, Road Oiling Crew	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Dumpmen (for Grading Crew)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Elevator Feeders	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Erosion Control Specialist	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Final Clean-up	\$46.94	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Fine Graders	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Fire Watch	\$46.94	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Form Strippers (not Swinging Stages)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	General Laborer	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Grade Checker	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Guard Rail, Median Rail, Reference Post Guide Post, Right-of-way Marker	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Guniting Nozzleman	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Guniting Nozzleman Tender	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Guniting Or Sand Blasting Pot Tender	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Hand Placed Sand Blasting (wet)	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Handlers Or Mixers Of All Materials Of An Irritating Nature (including Cement & Lime)	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Hazardous Waste Worker	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	High Scalers, Strippers And Drillers Covers Work In Swinging Stages, Chairs Or Belts, Under Extreme Conditions Unusual To Blasting, Barring Down, Or S	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Jackhammer	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Laser Beam	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Laser Beam (pipe Laying) - Applicable When Employee	\$51.86	<u>6Z</u>	<u>1M</u>		View

		Assigned To Move, Set Up, Align					
Cowlitz	Laborers	Laser Beam (tunnel) - Applicable When Employee Assigned To Move, Set Up, Align	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Lead Abatement	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Leverman Or Aggregate Spreaders (flaherty And Similar Types)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Loading Spotters	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Loop Installation	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Manhole Building	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Material Yard Man (including Electrical)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Miner - Tunnel	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Miner - Tunnel	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Mold Remediation Or Removal	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Multiple Tampers	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Nippers And Timbermen	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Nuclear Plant Worker - Lead Shield	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Paving Breakers	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Pilot Car	\$46.94	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Pipe Doping & Wrapping	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Pipe Layer All Types	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Pittsburgh Chipper Operator Or Similar Types	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Post Hold Digger, Air, Gas Or Electric	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Pot Tender	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Powderman	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Powderman Tender	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Power Jacks	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Power Saw Operators (bucking & Falling)	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Pressure Washer	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Pumpcrete Nozzleman	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Railroad Track Laborers	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Ribbon Setter, Head	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Ribbon Setters (including Steel Forms)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Rip Rap Man (hand Placed)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Rip Rap Man (head)	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Road Pump Tender	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Sand Blasting (dry)	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Scaffold Tender	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Sewer Labor	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Sewer Timbermen	\$51.38	<u>6Z</u>	<u>1M</u>		View

Cowlitz	Laborers	Signalman	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Skipman	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Slopers	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Spraymen	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Stake Chaser	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Stake-setter	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Stockpiler	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Tampers	\$50.81	<u>6Z</u>	<u>1M</u>	<u>8S</u>	View
Cowlitz	Laborers	Tie Back Shoring	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Timber Faller And Bucker (hand Labor)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Toolroom Man (at Job Site)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Track Liners	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Traffic Control Laborer	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Traffic Control Supervisor	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Tugger Operator	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Tunnel Bullgang (above Ground)	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Tunnel Chuck Tenders	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Tunnel Motorman - Dinky Locomotive	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Tunnel Muckers, Brakemen	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Tunnel Powderman	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Tunnel Shield Operator	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Vibrating Screed	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Vibrators (all Types)	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Water Blaster	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers	Weight-man-crusher (aggregate When Used)	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers	Welder	\$51.38	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Laborers - Underground Sewer & Water	General Laborer And Topman	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Laborers - Underground Sewer & Water	Pipe Layer	\$51.86	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Landscape Construction	Landscape Operator	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Landscape Construction	Landscaping or Planting Laborer	\$39.87	<u>6Z</u>	<u>1M</u>		View
Cowlitz	Landscape Maintenance	Groundskeeper	\$14.49		<u>1</u>		View
Cowlitz	Lathers	Journey Level	\$61.85	<u>5A</u>	<u>1B</u>		View
Cowlitz	Marble Setters	Journey Level	\$66.89	<u>5A</u>	<u>1B</u>		View
Cowlitz	Metal Fabrication (In Shop)	Fitter	\$25.33	<u>7S</u>	<u>1B</u>		View
Cowlitz	Metal Fabrication (In Shop)	Machine Operator	\$25.33	<u>7S</u>	<u>1B</u>		View
Cowlitz	Metal Fabrication (In Shop)	Welder	\$25.33	<u>7S</u>	<u>1B</u>		View
Cowlitz	Millwright	Journey Level	\$65.45	<u>5A</u>	<u>1B</u>		View
Cowlitz	Modular Buildings	Journey Level	\$14.49		<u>1</u>		View
Cowlitz	Painters	Bridge Painter	\$50.37	<u>7E</u>	<u>2B</u>		View
Cowlitz	Painters	Commercial Painter	\$42.90	<u>7E</u>	<u>2B</u>		View
Cowlitz	Painters	Industrial Painter	\$44.70	<u>7E</u>	<u>2B</u>	<u>9F</u>	View

Cowlitz	Pile Driver	Journey Level	\$63.53	5A	1B		View
Cowlitz	Plasterers	Journey Level	\$56.92	5H	1E		View
Cowlitz	Playground & Park Equipment Installers	Journey Level	\$14.49		1		View
Cowlitz	Plumbers & Pipefitters	Journey Level	\$82.22	5A	1G		View
Cowlitz	Power Equipment Operators	Air Filtration Equipment(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Extrusion Machine Operator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Paver (screed Man Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Pugmill (any Type) (group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Raker(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roller (any Asphalt Mix)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Screed(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Auger Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Back Filling Machine (assistant To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Band Wagons (in Conjunction With Whell Excavator)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bell Man (any Type Of Communication)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Blade Any Type(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Blade, Robotic(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Boatman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Boatman, Licensed(group 4)	\$61.61	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Bobcat, Skid Steer (< 1yd) (group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Boring Machine (asst To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Broom Self-propelled, Construction Job Site(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Over 120,000 Lbs And Above(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Robotic Equipment(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cable-plow (any Type)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cableway 25 Ton & Over(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cableway Up To 25 Ton(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Canal Trimmer (grade Oiler Required)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cat Drill (john Henry)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cement Pump(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Challenger(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Chip Spreading Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Chippers (asst To Engineer If Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Churn Drill & Earth Boring Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor Self Propelled Without Blade(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor With Blade Self Propelled(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor, Multi-engine(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor, Robotic(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compressor Operator (any Power) Under 1,250 Cu Ft Total	\$57.15	7B	4G	8U	View

		Capacity(group 6)					
Cowlitz	Power Equipment Operators	Concrete Batch Plant And/or Wet Mix (3 Units Or More)(group1)	\$68.00	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Batch Plant Quality Control(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Breaker (assistant To Engineer Required)(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Curing Machine (riding Type)(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Diamond Head Profiler(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Paving Road Mixer(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Planer(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete Saw(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Combination Mixer & Compressor Operator, Guniting Work(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Finishing Machine(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Grout Plant(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Grouting Machine(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Joint Machine(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Mixer Mobile(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Mixer Single Drum Any Capacity(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Placing Boom(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Pump Truck(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Pump(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Pumpcrete Operator (any Type)(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View

Cowlitz	Power Equipment Operators	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Spreader(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Telebelt(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Conveyor Operator Or Assistant(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Conveyored Material Hauler(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Carry Deck(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Chicago Boom & Similar Types(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel-electric Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic Crane 400 Ton And Over(group 1)	\$72.32	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic Under 50 Ton(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom Under 50 Ton(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required)(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Tugger(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Whirley 90 Ton And Over (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Whirley Under 90 Ton(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crusher Feederman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crusher Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crusher Plant(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Deckhand(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Derrick Operator Under 100 Ton (two Operators Required When Swing Control Is Remote From Hoist)(group 4)	\$61.61	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Diesel-electric Engineer (plant Or Floating)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Directional Drill Over 20,000 Lbs Pullback(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Assistant(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Cat Operator(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Directional Type Less Than 20,000 Lbs Pullback(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Doctor And/or (bit Grinder)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Mud Mixer(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Oscillator(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill, Directional Locator(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Elevating Loader Operator (any Type)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Elevator To Move Personnel Or Materials(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Excavator Operator, Over 130,000 Lbs(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Fireman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Fork Lift(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Fork Lift, Over 10 Ton Or Robotic(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Generator Operator(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Grade Checker(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Grade Setter / Layout From Plans(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Grade-all(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Guardrail Machines, I.e. Punch, Auger, Etc.(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Guardrail Punch Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hammer Operator (pile Driver) (group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Heavy Duty Repairman Assistant(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Heavy Equipment Robotics	\$66.10	7B	4G	8U	View

		Operator Or Mechanic(group 2)					
Cowlitz	Power Equipment Operators	Helicopter Hoist(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Helicopter Radioman (ground) (group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Helicopter When Used In Erecting Workcrane(group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hoist Operator, Single Drum(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hoist, 2 Drums Or More(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydraulic Backhoe Wheel Type (any Make)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydraulic Pipe Press(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydro Axe (loader Mounted Or Similar Type)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydrostatic Pump Operator(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Internal Full Slab Vibrator Operator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Jack Operator, Elevating Barges, Barge Operator, Self-unloading (asst To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Laser Screed(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Lattice Boom Crane 400 Ton And Over(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Lime Spreader, Construction Job Site(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders, 120,000 Lbs And Above(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Log Skidders(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Master Environmental Maintenance Mechanic(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Material Handler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Mechanic, Heavy Duty(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	\$57.15	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Parts Man (tool Room)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pavement Grinder And Or Grooving Machine (riding Type)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pipe, Cast In Place Pipe Laying Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Plant Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pump (any Power)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pump Operator, More Than 5 Pumps (any Size)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Ballast Tamper Multi-purpose(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Brakeman, Switchman, Motorman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Car Mover(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Clip Applicator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, High Rail Self Loader Truck(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Lo-railer(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Shuttle Car Operator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Speedswing(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Switchman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Track Liner(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Remote Controlled Earth Moving Equipment(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rigger(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Roller Grading (not Asphalt)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rubber-tired Dozers And Pushers(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Scraper All Types(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Service Oiler (greaser)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	\$66.10	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Side-boom(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Skip Loader, Drag Box(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Stump Grinder (loader Mounted Or Similar Type) (group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Surface Heater And Planer(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Sweeper Self-propelled, Construction Job Site(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tar Pot Fireman (power Agitated) Or Not(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck Crane Oiler-driver(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, All Terrain Or Track Type(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Barrel Type(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Boom(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Offroad Trucks, Articulated And Non-articulated Trucks(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Vacuum(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Water(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tub Grinder(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Boring Machine Mechanic(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Boring Machine(group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Segment Plant(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Separation Plant(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Shaef Loader(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Locomotive, Dinkey(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Micro Boring Tunnel Machine(group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Mucking Machine(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Shield Operator(group	\$61.61	7B	4G	8U	View

		4)					
Cowlitz	Power Equipment Operators	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Underwater Equipment, Remote Or Otherwise(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Vacuum Blasting Machine Operator(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Water Pulls, Water Wagon(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Welder's Assistant(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Welder; Heavy Duty, Certified Or Not(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Welding Machine(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Wheel Excavation Any Size (grade Oiler Required)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Wire Mat Or Brooming Machine(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Air Filtration Equipment(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Extrusion Machine Operator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Paver (screed Man Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Pugmill (any Type) (group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Raker(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roller (any Asphalt Mix)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Screed(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Auger Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Auto Grader Or "trimmer" (grade Checker Required)	\$66.10	7B	4G	8U	View

		(group 2)					
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Back Filling Machine (assistant To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Band Wagons (in Conjunction With Whell Excavator)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bell Man (any Type Of Communication)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Blade Any Type(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Blade, Robotic(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boatman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boatman, Licensed(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bobcat, Skid Steer (< 1yd)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boring Machine (asst To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Broom Self-propelled, Construction Job Site(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Over 120,000 Lbs And Above(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Robotic Equipment(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cable-plow (any Type)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cableway 25 Ton & Over(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cableway Up To 25 Ton(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Canal Trimmer (grade Oiler Required)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cat Drill (john Henry)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cement Pump(group 5)	\$60.37	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Challenger(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Chip Spreading Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Chippers (asst To Engineer If Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Churn Drill & Earth Boring Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor Self Propelled Without Blade(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor With Blade Self Propelled(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor, Multi-engine(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor, Robotic(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant Quality Control(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Breaker (assistant To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Curing Machine (riding Type)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Diamond Head Profiler(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Paving Road Mixer(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Planer(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Saw(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Combination Mixer & Compressor Operator, Gunite Work(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Curb Machine	\$60.37	7B	4G	8U	View

	Underground Sewer & Water	Mechanical Berm, Curb And/or Curb And Gutter(group 5)					
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Finishing Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Grout Plant(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Grouting Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Joint Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Mixer Mobile(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Mixer Single Drum Any Capacity(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Placing Boom(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Pump Truck(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Pump(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Pumpcrete Operator (any Type)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Spreader(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Telebelt(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Conveyor Operator Or Assistant(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Conveyored Material Hauler(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Carry Deck(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Chicago Boom & Similar Types(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating 150 Ton But Less Than 250 Ton (asst To	\$68.00	7B	4G	8U	View

		Engineer Required) (group 1)					
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required)(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel-electric Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane 400 Ton And Over(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Under 50 Ton(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	\$70.16	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-	Crane, Lattice Boom Under 50	\$61.61	7B	4G	8U	View

	Underground Sewer & Water	Ton(group 4)					
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required)(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Tugger(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Whirley 90 Ton And Over (group 1)	\$68.00	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Whirley Under 90 Ton(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crusher Feederman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crusher Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crusher Plant(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Deckhand(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Derrick Operator Under 100 Ton (two Operators Required When Swing Control Is Remote From Hoist)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Diesel-electric Engineer (plant Or Floating)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Directional Drill Over 20,000 Lbs Pullback(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Assistant(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Cat Operator(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Directional Type Less Than 20,000 Lbs Pullback(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Doctor And/or (bit Grinder)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Mud Mixer(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Oscillator(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill, Directinal Locator(group 6)	\$57.15	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Elevating Loader Operator (any Type)(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Elevator To Move Personnel Or Materials(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$64.94	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Excavator Operator, Over 130,000 Lbs(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Fireman(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	\$72.32	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Fork Lift(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Fork Lift, Over 10 Ton Or Robotic(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Generator Operator(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Grade Checker(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Grade Setter / Layout From Plans(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Grade-all(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Guardrail Machines, I.e. Punch, Auger, Etc. (group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch Oiler(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hammer Operator (pile Driver) (group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Heavy Duty Repairman Assistant(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator Or Mechanic(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Helicopter Hoist(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Helicopter Radioman (ground) (group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Helicopter When Used In Erecting Workcrane(group 1)	\$68.00	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hoist Operator, Single Drum(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-	Hoist, 2 Drums Or More(group	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View

	Underground Sewer & Water	4)					
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Hydraulic Backhoe Wheel Type (any Make)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Hydraulic Pipe Press(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Hydro Axe (loader Mounted Or Similar Type)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Hydrostatic Pump Operator(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Internal Full Slab Vibrator Operator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Jack Operator, Elevating Barges, Barge Operator, Self- unloading (asst To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Laser Screed(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Lattice Boom Crane 400 Ton And Over(group 1)	\$72.32	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Lime Spreader, Construction Job Site(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Loaders, 120,000 Lbs And Above(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$64.94	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Log Skidders(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Master Environmental Maintenance Mechanic(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Material Handler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Mechanic, Heavy Duty(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators- Underground Sewer & Water	Parts Man (tool Room)(group 6)	\$57.15	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pavement Grinder And Or Grooving Machine (riding Type)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pipe, Cast In Place Pipe Laying Machine(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Plant Oiler(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pump (any Power)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pump Operator, More Than 5 Pumps (any Size)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Ballast Tamper Multi-purpose(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Brakeman, Switchman, Motorman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Car Mover(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Clip Applicator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, High Rail Self Loader Truck(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Lo-railer(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Shuttle Car Operator(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Speedswing(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Switchman(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Track Liner(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Remote Controlled Earth Moving Equipment(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rigger(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Roller Grading (not Asphalt)(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Dozers And Pushers(group 4)	\$61.61	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Scraper All Types(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Service Oiler (greaser)(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	\$66.10	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Side-boom(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Skip Loader, Drag Box(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Stump Grinder (loader Mounted Or Similar Type) (group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Surface Heater And Planer(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Sweeper Self-propelled, Construction Job Site(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tar Pot Fireman (power Agitated) Or Not(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler-driver(group 6)	\$57.15	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, All Terrain Or Track Type(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Barrel Type(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Boom(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Offroad Trucks, Articulated And Non-articulated Trucks(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Vacuum(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Water(group 5)	\$60.37	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tub Grinder(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Boring Machine Mechanic(group 4)	\$61.61	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Boring Machine(group 1)	\$68.00	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Segment Plant(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Separation Plant(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Shaef Loader(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Locomotive, Dinkey(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Micro Boring Tunnel Machine(group 1)	\$68.00	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Mucking Machine(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	\$60.37	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Shield Operator(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Underwater Equipment, Remote Or Otherwise(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Water Pulls, Water Wagon(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Welder's Assistant(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Welder; Heavy Duty, Certified Or Not(group 4)	\$61.61	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Welding Machine(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Wheel Excavation Any Size (grade Oiler Required)(group 2)	\$66.10	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Wire Mat Or Brooming Machine(group 6)	\$57.15	<u>7B</u>	<u>4G</u>	<u>8U</u>	View
Cowlitz	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	<u>5A</u>	<u>4A</u>		View
Cowlitz	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	<u>5A</u>	<u>4A</u>		View
Cowlitz	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	<u>5A</u>	<u>4A</u>		View
Cowlitz	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	<u>5A</u>	<u>4A</u>		View
Cowlitz	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>		View
Cowlitz	Refrigeration & Air Conditioning Mechanics	Journey Level	\$82.21	<u>5A</u>	<u>1G</u>		View
Cowlitz	Residential Brick Mason	Journey Level	\$23.02		<u>1</u>		View
Cowlitz	Residential Carpenters	Journey Level	\$26.70		<u>1</u>		View
Cowlitz	Residential Cement Masons	Journey Level	\$15.50		<u>1</u>		View
Cowlitz	Residential Drywall Applicators	Journey Level	\$36.07		<u>1</u>		View
Cowlitz	Residential Drywall Tapers	Journey Level	\$15.50		<u>1</u>		View

Cowlitz	Residential Electricians	Journey Level	\$30.53		<u>1</u>		View
Cowlitz	Residential Glaziers	Journey Level	\$42.76		<u>1</u>		View
Cowlitz	Residential Insulation Applicators	Journey Level	\$28.53		<u>1</u>		View
Cowlitz	Residential Laborers	Journey Level	\$50.06	<u>6Z</u>	<u>1M</u>	<u>8T</u>	View
Cowlitz	Residential Marble Setters	Journey Level	\$23.02		<u>1</u>		View
Cowlitz	Residential Painters	Journey Level	\$42.90	<u>7E</u>	<u>2B</u>		View
Cowlitz	Residential Plumbers & Pipefitters	Journey Level	\$44.71		<u>1</u>		View
Cowlitz	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$14.49		<u>1</u>		View
Cowlitz	Residential Sheet Metal Workers	Journey Level	\$91.83	<u>7F</u>	<u>1E</u>		View
Cowlitz	Residential Soft Floor Layers	Journey Level	\$53.68	<u>7E</u>	<u>4Z</u>		View
Cowlitz	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.50		<u>1</u>		View
Cowlitz	Residential Stone Masons	Journey Level	\$23.02		<u>1</u>		View
Cowlitz	Residential Terrazzo Workers	Journey Level	\$14.86		<u>1</u>		View
Cowlitz	Residential Terrazzo/Tile Finishers	Journey Level	\$36.64		<u>1</u>		View
Cowlitz	Residential Tile Setters	Journey Level	\$14.86		<u>1</u>		View
Cowlitz	Roofers	Journey Level	\$59.00	<u>5A</u>	<u>2O</u>		View
Cowlitz	Roofers	Using Irritable Bituminous Materials	\$62.00	<u>5A</u>	<u>2O</u>		View
Cowlitz	Sheet Metal Workers	Journey Level (Field or Shop)	\$91.83	<u>7F</u>	<u>1E</u>		View
Cowlitz	Sign Makers & Installers (Electrical)	Journey Level	\$16.88		<u>1</u>		View
Cowlitz	Sign Makers & Installers (Non-Electrical)	Journey Level	\$15.10		<u>1</u>		View
Cowlitz	Soft Floor Layers	Journey Level	\$53.68	<u>7E</u>	<u>4Z</u>		View
Cowlitz	Solar Controls For Windows	Journey Level	\$14.49		<u>1</u>		View
Cowlitz	Sprinkler Fitters (Fire Protection)	Journey Level	\$66.01	<u>7J</u>	<u>1R</u>		View
Cowlitz	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		<u>1</u>		View
Cowlitz	Stone Masons	Journey Level	\$65.89	<u>5A</u>	<u>1B</u>		View
Cowlitz	Street And Parking Lot Sweeper Workers	Journey Level	\$15.00		<u>1</u>		View
Cowlitz	Surveyors	Chain Person	\$57.15	<u>7B</u>	<u>1B</u>		View
Cowlitz	Surveyors	Instrument Person	\$60.37	<u>7B</u>	<u>1B</u>		View
Cowlitz	Surveyors	Party Chief	\$66.09	<u>7B</u>	<u>1B</u>		View
Cowlitz	Telecommunication Technicians	Journey Level	\$66.73	<u>5A</u>	<u>1B</u>		View
Cowlitz	Telephone Line Construction - Outside	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>		View
Cowlitz	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>		View
Cowlitz	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>		View
Cowlitz	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>		View
Cowlitz	Terrazzo Workers	Journey Level	\$57.07	<u>5A</u>	<u>1B</u>		View

Cowlitz	Tile Setters	Journey Level	\$57.07	<u>5A</u>	<u>1B</u>		View
Cowlitz	Tile, Marble & Terrazzo Finishers	Finishers	\$42.55	<u>5A</u>	<u>1B</u>		View
Cowlitz	Traffic Control Stripers	Journey Level	\$50.69	<u>7P</u>	<u>1K</u>		View
Cowlitz	Truck Drivers	Asphalt Mix Over 10 Yards	\$47.01	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers	Asphalt Mix To 10 Yards	\$46.87	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers	Dump Truck	\$46.87	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers	Dump Truck And Trailer	\$47.01	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers	Other Trucks	\$47.01	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix 5 cubic yards and under	\$46.87	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix over 11 cubic yards up to 15 cubic yards	\$47.45	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix over 5 cubic yards up to 7 cubic yards	\$47.01	<u>5A</u>	<u>1B</u>		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix Over 7 cubic yards up to 11 cubic yards	\$47.15	<u>5A</u>	<u>1B</u>		View
Cowlitz	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$14.49		<u>1</u>		View
Cowlitz	Well Drillers & Irrigation Pump Installers	Oiler	\$14.49		<u>1</u>		View
Cowlitz	Well Drillers & Irrigation Pump Installers	Well Driller	\$17.97		<u>1</u>		View

PART IVc
DAVIS-BACON
WAGE DECISION

"General Decision Number: WA20220001 04/29/2022
 Superseded General Decision Number: WA20210001
 State: Washington
 Construction Type: Highway
 Counties: Washington Statewide.
 HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin
 Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	03/18/2022
4	04/29/2022

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHAKIYAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 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
PILEDRIEVERS.....	\$ 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 06/01/2020

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.....	\$ 46.92	18.02
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 48.42	18.02
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 47.17	18.02

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 CARP0059-002 06/01/2019

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/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
 101-150 feet \$3.00 per foot
 151-220 feet \$4.00 per foot
 221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
 26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

 CARP0770-003 06/01/2020

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
 CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 48.42	18.02
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 47.17	18.02

(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 01/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 68.50	25.72
ELECTRICIAN.....	\$ 64.31	26.28

*** ELEC0048-003 01/01/2022**

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.23	21.00

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 01/01/2022**

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.23	21.00

ELEC0073-001 01/01/2022

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 39.55	19.68

ELEC0076-002 08/31/2021

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 51.77	24.23

ELEC0112-005 06/01/2021

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 52.50	23.01
ELECTRICIAN.....	\$ 50.00	22.93

 ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

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 06/01/2021

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.....	\$ 51.91	23.82
Group 1AA.....	\$ 52.66	23.82
Group 1AAA.....	\$ 53.42	23.82
Group 1.....	\$ 51.15	23.82
Group 2.....	\$ 50.50	23.82
Group 3.....	\$ 49.92	23.82
Group 4.....	\$ 46.73	23.82

Zone Differential (Add to Zone 1 rates):

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

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 ENGI0370-002 06/01/2021

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.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

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 06/01/2020

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.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

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

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft
of boom (including jib with attachments); Crane-overhead,
bridge type, 45 tons thru 99 tons; Derricks on building
work; Excavator, shovel, backhoes over 3 yards and under 6
yards; Hard tail end dump articulating off-road equipment
45 yards and over; Loader- overhead, 6 yards to, but not
including, 8 yards; Mucking machine, mole, tunnel, drill
and/or shield; Quad 9 HD 41, D-10; Remote control operator
on rubber tired earth moving equipment; Rollagon; Scrapers-
self-propelled 45 yards and over; Slipform pavers;
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-Overhead, bridge type, 20 tons through
44 tons; Chipper; Concrete pump-truck mount with boom
attachment; Crusher; Deck engineer/deck winches (power);
Drilling machine; Excavator, shovel, backhoe-3 yards and
under; Finishing machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Loaders, overhead under 6
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;
Mixers, asphalt plant; Motor patrol graders, finishing;
Piledriver (other than crane mount); Roto-mill, roto-
grinder; Screedman, spreader, topside operator-Blaw Knox,
Cedar Rapids, Jaeger, Caterpillar, Barbar Green;
Scraper-self- propelled, hard tail end dump, articulating
off-road equipment- under 45 yards; Subgrader trimmer;
Tractors, backhoe over 75 hp; Transfer material service
machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane
oiler/driver-100 tons and over; Truck Mount Portable
Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

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

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

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

 ENGI0612-012 06/01/2020

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.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

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

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 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:

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2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
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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, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIYAKUM 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-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 07/01/2021

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.55	30.36

IRON0029-002 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

IRON0086-002 01/03/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.19	30.70

IRON0086-004 07/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.95	31.00

LABO0238-004 06/01/2021

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.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 27.34	15.35
GROUP 2.....	\$ 29.44	15.35
GROUP 3.....	\$ 29.71	15.35
GROUP 4.....	\$ 29.98	15.35
GROUP 5.....	\$ 30.26	15.35

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); Gunitite (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 06/01/2021

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.....	\$ 30.00	13.50

LABO0242-003 06/01/2021

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.29
GROUP 2A.....	\$ 32.96	13.29
GROUP 3.....	\$ 41.29	13.29
GROUP 4.....	\$ 42.29	13.29
GROUP 5.....	\$ 42.98	13.29
Group 6.....	\$ 43.98	13.29

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 06/10/2021

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19
GROUP 5.....	\$ 42.98	13.19

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

LABO0292-008 06/01/2021

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19
GROUP 5.....	\$ 42.98	13.19

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2021

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 36.59	13.19
GROUP 2.....	\$ 37.34	13.19
GROUP 3.....	\$ 37.91	13.19
GROUP 4.....	\$ 38.39	13.19
GROUP 5.....	\$ 33.47	13.19
GROUP 6.....	\$ 30.43	13.19
GROUP 7.....	\$ 26.40	13.19

Zone Differential (Add to Zone 1 rates):
 Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2021

	Rates	Fringes
Hod Carrier.....	\$ 39.28	13.19

LABO0348-003 06/10/2021

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.47	13.19
GROUP 2.....	\$ 28.11	13.19
GROUP 3.....	\$ 30.79	13.19
GROUP 4.....	\$ 31.54	13.19
GROUP 5.....	\$ 32.09	13.19

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2021

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 32.36	18.15

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 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.87	13.40

PLAS0072-004 06/01/2020

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.....	\$ 31.30	15.53

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 06/01/2021

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 47.87	19.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 48.37	19.04
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 48.37	19.04

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, 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 06/01/2020

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.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2020

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:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

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

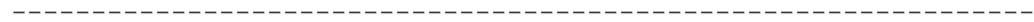
HAZMAT PROJECTS

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

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END OF GENERAL DECISIO"

PART IVd
EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON
ACT - POSTER

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



PART V
CONTRACT
DRAWINGS