

**MASON COUNTY  
DEPARTMENT OF PUBLIC WORKS  
DIV. OF ENGINEERING & CONSTRUCTION**

**CRP 2051 Shelton Matlock Shoulder Safety Improvement Project**

Shelton Matlock Road (#90100), MP 1.76 – MP 7.67  
Fed Aid #: HSIP-000S(690), LA #: 40865

**PROJECT DESCRIPTION**

This project consists of resurfacing the existing gravel shoulders and removing and replacing substandard guardrail.

**NOTICE TO PLANHOLDERS**

The office assigned to show these projects to prospective bidders is located at the Mason County Engineers Office, 100 West Public Works Drive, Shelton Washington 98584. Questions regarding these bid documents shall be sent via email to: [pwprojects@masoncountywa.gov](mailto:pwprojects@masoncountywa.gov). Questions via phone will not be accepted. Questions/answers will be posted daily at bxwa.com. The deadline for questions is 48 hours prior to bid opening.

**PLANS AND SPECIFICATION**

**APPROVED:**

BY: Michael Collins

Michael Collins, PE PLS

Deputy Director  
County Engineer

Date Approved: 4/19/24



**NOTICE TO BIDDERS**  
COUNTY OF MASON  
DEPARTMENT OF PUBLIC WORKS  
SHELTON, WASHINGTON  
**CRP 2051 – SHELTON MATLOCK ROAD SHOULDER SAFETY IMPROVEMENT PROJECT**  
Fed Aid #: HSIP-000S(690), LA #: 10865

SEALED BIDS will be received for the improvement of **Shelton Matlock Road Shoulder Safety Improvement Project, Road No 90100, MP 1.76 TO MP 7.67 vicinity, CRP 2051 (Range \$ 1,000,000 to \$ 1,500,000)**, at the office of the County Commissioners, located in Building 1, 411 North 5<sup>th</sup> Street, Shelton, Washington, 98584, **until 2:15 p.m., Monday, June 10, 2024**. Submitted bids will be publicly opened and read in the Commissioner Chambers, Building I, immediately thereafter. Sealed Bids received after the specified opening time will not be accepted.

All prospective contractors are advised that EEO Compliance Review will be used on this project. Also, contractors must meet a ten percent (10%) Disadvantage Business Enterprise (DBE) Goal.

**MAJOR BID ITEMS** will include **Mobilization, LS; Shoulder Finishing, MI; HMA CL. ½ In. PG 64S-22, TON; Beam Guardrail Type 31, LF; Concrete Barrier Type F, LF; Project Temporary Traffic Control, LS;** and other items in conformance with the **2024 WSDOT Standard Specifications**, and the Special Provisions for this project.

**Bid Documents are made available as follows:**

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "Mason County". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

**ALL BID PROPOSALS** shall be accompanied by a bid proposal deposit in the form of a Surety Bond, Cash, Cashier's Check, or Certified Check in an amount equal to five percent (5%) of the amount of such bid proposal. **The Proposal Bond shall be on DOT Form 272-001A Revised 05/13 for Local Agency Use.** 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 Mason County.

**ALL BID PROPOSALS** must be in writing, on forms furnished from **Builder's Exchange of Washington**, with the Builder's Exchange disclaimer footer in the margin of each page and along with proposal deposit, **placed and sealed** in a 12 x 9 envelope, with an indication on the front bottom left corner of said envelope, the **project name** and **date of bid opening**, and then filed with the **Clerk of the Board of County Commissioners on or before the day and hour above-mentioned.**

**The (Local Agency) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will**

NOTICE TO BIDDERS

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CRP 2051, Shelton Matlock Road Shoulder Safety Improvement Project  
Shelton Matlock Road (#90100, MP 1.76 – MP 7.67)

affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Mason County assures that no person shall on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964 and related statues, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Mason County program or activity. For more information, please contact Mason County Public Works at (360) 427-9670, Ext. 450.

**THE BOARD OF MASON COUNTY COMMISSIONERS** reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities and to contract as to the best interest of Mason County.

**DATED** this 13<sup>th</sup> day of May 2024.

MASON COUNTY PUBLIC WORKS  
MASON COUNTY, WASHINGTON

**Kobree Glaser**  
PUBLIC WORKS REPRESENTATIVE

cc: Cmmrs.  
Engineer  
JOURNAL: Publ. 2t: **5/16/24 & 5/23/24** (Bill Rd. Dept.)  
Journal Shelton: [legals@masoncounty.com](mailto:legals@masoncounty.com)

JOURNAL OF COMMERCE: Publ. 2t: **5/16/24 & 5/23/24**  
Journal of Commerce Seattle, Legal Dept: [legals@djc.com](mailto:legals@djc.com)

INFORMATIONAL ONLY

TO: BOARD OF MASON COUNTY COMMISSIONERS  
 411 NORTH 5<sup>TH</sup> STREET  
 SHELTON, WASHINGTON 98584

**PROPOSAL**

**Shelton Matlock Road Shoulder Safety Improvement Project  
 CRP 2051**

**Fed Aid #: HSIP-000S(690), LA #10865**

This certifies that the undersigned has examined the location of the above cited project and the Plans and Specifications and Contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the funds available, in accordance with said Plans, Specifications and Contract and the following schedule of rates and prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>TOTAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	Mobilization	LS	1		
2	Crushed Surfacing Base Course	TON	1,200		
3	HMA Cl. 1/2" PG 58H-22	TON	6,300		
4	Erosion / Water Pollution Control	EST	1	\$10,000.00	\$10,000.00
5	Remove Guardrail	LF	8,128		
6	Beam Guardrail Type 31 Non-Flared Terminal	EA	2		
7	Beam Guardrail Type 31	LF	1,833		
8	Concrete Barrier Type F with Scuppers (precast)	LF	1,360		
9	Concrete Barrier Type F (precast) Terminal Ends	EA	8		
10	Project Temporary Traffic Control	LS	1		
11	Traffic Control Supervisor	LS	1		
12	Construction Class A Signs	SF	135		
13	Portable Changeable Message Signs	HR	864		
14	SPCC Plan	LS	1		

**TOTAL AMOUNT BID:** \_\_\_\_\_

Revised for Mason County 5/13

**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.



# 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.**







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

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

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

**PART A: To be completed by the bidder**

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

Contract Title: \_\_\_\_\_

Bidder's Business Name: \_\_\_\_\_

DBE's Business Name: \_\_\_\_\_

Description of DBE's Work: \_\_\_\_\_

Dollar Amount to be Applied Towards DBE Goal: \_\_\_\_\_

Dollar Amount to be Subcontracted to DBE\*: \_\_\_\_\_  
\*Optional Field

**PART B: To be completed by the Disadvantaged Business Enterprise**

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

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

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**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>
<b>Subtotal:</b>							
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>							
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>							
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>							
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>							
<b>TOTAL UDBE Dollar Amount:</b>							

INFORMATIONAL ONLY

## 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 fulfill 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.**

INFORMATIONAL ONLY



# 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.**

# 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.

# Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-Aid Projects

(Required for each Subcontractor or Lower Tier Subcontractor on all Federal-Aid projects)

Contract Number _____	Federal-Aid Number _____	State Route Number _____
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## Subcontractor or Lower Tier Subcontractor

To be signed by proposed subcontractor or lower tier subcontractor

The contract documents for this subcontract include as part of the subcontract a special provision entitled "Required Federal-Aid Provisions", the "Required Contract Provisions Federal-Aid Construction Contracts (FHWA 1273)", and the minimum wage rates.

I certify the above statement to be true and correct.

Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

## Contractor Certification

To be completed and signed by the contractor

1.  A written agreement has been executed between my firm and the above subcontractor.
  
2.  A written agreement has been executed between (the subcontractor) \_\_\_\_\_ and the above lower tier subcontractor.

All documents required by the special provision entitled "Required Federal-Aid Provisions" are included in the agreement for (1) or (2) marked above.

I certify the above statements under Contractor Certification to be true and correct.

Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_





# Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

# 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.

**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 Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **County of Mason** in the full and penal sum of **five (5) percent to 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:

**CRP 2051 Shelton Matlock Road Shoulder Safety Improvement Project**

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 **County of Mason** 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.

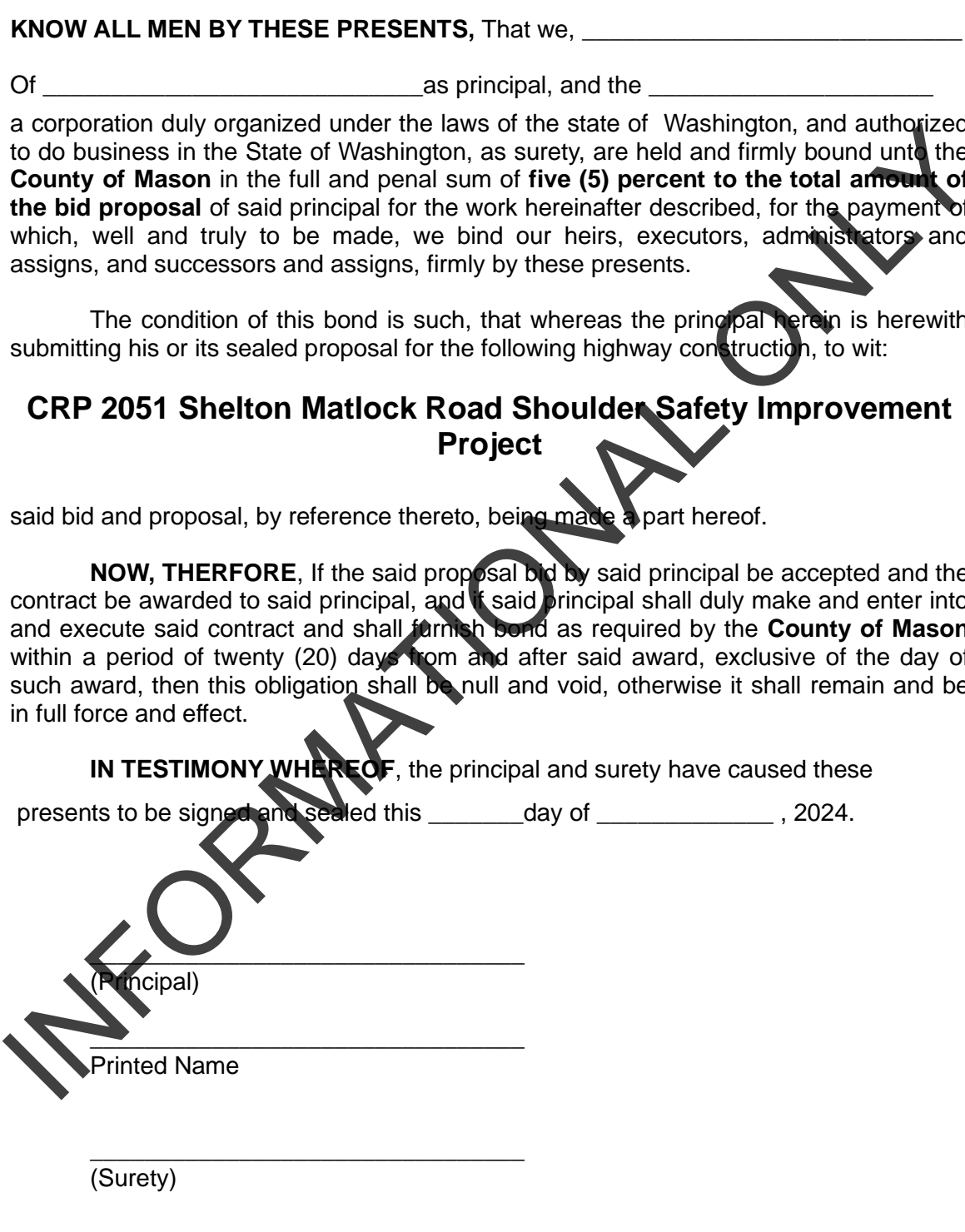
**IN TESTIMONY WHEREOF**, the principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-fact)



# 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: \_\_\_\_\_, \_\_\_\_\_

INFORMATIONAL ONLY

**CONTRACT BOND**

**Bond Number:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ of Washington, as Principal, and \_\_\_\_\_, as Surety, are jointly and severally held and bound unto Mason County, Washington, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

**THE CONDITION** of this bond is such that **WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_ A.D., 2024, the said Principal herein, executed a certain contract with **Mason County Department of Public Works**, as Contracting Agency, by the terms, conditions and provisions of which contract the said \_\_\_\_\_ Principal herein, agrees to furnish all material and do certain work, to wit: That will undertake and complete the construction of the **SHELTON MATLOCK ROAD SHOULDER SAFETY IMPROVEMENT PROJECT** for Mason County, according to the maps, Plans and Specifications made a part of said contract, which contract, as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if herein set forth at length.

**NOW, THEREFORE**, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things undertaken by \_\_\_\_\_, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, sub-contractors and material men, and all persons who shall supply such Contractor or sub-contractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect, provided the liability hereunder for defects in materials or workmanship for a period of one year after the acceptance of the work shall not exceed the sum of ten percent (10%) of the amount hereinabove set forth as the penal sum of this Bond.

WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bonding Company

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Licensed (resident) Agent of Surety

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Contractor Telephone Number

\_\_\_\_\_  
Surety Telephone Number

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
SURETY (signature)

APPROVED AS TO FORM:

\_\_\_\_\_  
Prosecuting Attorney

Date: \_\_\_\_\_

INFORMATIONAL ONLY

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2  
3  
4  
5 *(January 4, 2024 APWA GSP, Option B)*

6  
7 The work on this project shall be accomplished in accordance with the *Standard Specifications*  
8 *for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington  
9 State Department of Transportation (WSDOT) and the American Public Works Association  
10 (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard  
11 Specifications, as modified or supplemented by these Special Provisions, all of which are  
12 made a part of the Contract Documents, shall govern all of the Work.

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

21  
22 The GSPs are labeled under the headers of each GSP with the effective date of the GSP and  
23 its source. For example:

- 24  
25 *(March 8, 2013 APWA GSP)*  
26 *(April 1, 2013 (for WSDOT GSPs, only use date))*  
27 *(May 1, 2013 \$Mason County\$ GSP) Agency Special Provision*

28  
29  
30 Also incorporated into the Contract Documents by reference are:

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

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

37  
38 **Division 1**  
39 **General Requirements**

40  
41 **DESCRIPTION OF WORK**

42  
43 *(March 13, 1995)*

44 This Contract provides for the improvement of \*\*\*approximately 5.91 miles of Shelton Matlock  
45 Road in Mason County through shoulder reconstruction and shoulder paving using HMS CI.  
46 1/2in PG 58H-22, shoulder finishing, beam guardrail removal, beam guardrail installation,  
47 project temporary traffic control\*\*\* and other work, all in accordance with the attached Contract  
48 Plans, these Contract Provisions, and the Standard Specifications.



1 **1-01.3 Definitions**  
2 (January 19, 2022 APWA GSP)

3  
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace  
5 them with the following:

6  
7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

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

34  
35 Supplement this Section with the following:

36  
37 All references in the Standard Specifications or WSDOT General Special Provisions, to  
38 the terms "Department of Transportation", "Washington State Transportation  
39 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",  
40 and "State Treasurer" shall be revised to read "Contracting Agency".

41  
42 All references to the terms "State" or "state" shall be revised to read "Contracting  
43 Agency" unless the reference is to an administrative agency of the State of Washington,  
44 a State statute or regulation, or the context reasonably indicates otherwise.

45  
46 All references to "State Materials Laboratory" shall be revised to read "Contracting  
47 Agency designated location".  
48

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

5 **Additive**

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

10 **Alternate**

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

15 **Business Day**

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

19 **Contract Bond**

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

24 **Contract Documents**

25 See definition for “Contract”.  
26

27 **Contract Time**

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

31 **Notice of Award**

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

35 **Notice to Proceed**

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

40 **Traffic**

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

44 **Bid Procedures and Conditions**  
45

1 **1-02 BID PROCEDURES AND CONDITIONS**

2

3 **1-02.1 Prequalification of Bidders**

4

5 Delete this section and replace it with the following:

6

7 **1-02.1 Qualifications of Bidder**

8

*(January 24, 2011 APWA GSP)*

9

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

13

14 **1-02.2 Plans and Specifications**

15

*(June 27, 2011 APWA GSP)*

16

17 Delete this section and replace it with the following:

18

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

21

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

24

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

25

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

28

29 **Examination of Plans, Specifications and Site of Work**

30

31 **1-02.4(1) General**

32

*(December 30, 2022 APWA GSP Option B)*

33

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

36

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

41

1 **Preparation of Proposal**

2  
3 *(January 4, 2024 APWA GSP 1-02.6, Option B)*

4  
5 Supplement the second paragraph with the following:

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

10  
11 Delete the last two paragraphs, and replace them with the following:

12  
13 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law  
14 Compliance form, provided by the Contracting Agency. Failure to return this certification  
15 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for  
16 Award. A Contractor Certification of Wage Law Compliance form is included in the  
17 Proposal Forms.

18  
19 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

20  
21 A bid by a corporation shall be executed in the corporate name, by the president or a  
22 vice president (or other corporate officer accompanied by evidence of authority to sign).

23  
24 A bid by a partnership shall be executed in the partnership name, and signed by a  
25 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any  
26 DBE requirements are to be satisfied through such an agreement.

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

32  
33 Section 1-02.6 is supplemented with the following:

34  
35 ***(November 20, 2023)***

36 The Bidder shall submit with the Bid the following:

- 37 1) Disadvantaged Business Enterprise Utilization Certification (WSDOT Form  
38 272-056)
- 39 2) DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every  
40 DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise  
41 Utilization Certification, the Bidder shall submit written confirmation from that  
42 DBE firm that the DBE is in agreement with the DBE participation commitment  
43 that the Bidder has made in the Bidder's completed Disadvantaged Business  
44 Enterprise Utilization Certification.
- 45 3) Good Faith Effort Documentation - Bidder must submit good faith effort  
46 documentation with the Disadvantaged Business Enterprise Utilization  
47 Certification ONLY In The Event the bidder's efforts to solicit sufficient DBE  
48 participation have been unsuccessful.

1 4) DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE  
2 Item Breakdown form defining the scope of work to be performed by each DBE  
3 listed on the DBE Utilization Certification.

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

7  
8 1-02.9 Delivery of Proposal  
9 (*January 4, 2024 APWA GSP, Option A*)

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

12  
13 **DBE DOCUMENT SUBMITTAL REQUIREMENTS**

14 **General**

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

19  
20 To be considered responsive on a FHWA-funded project, the Bidder may be required to  
21 submit the following items, as required by Section 1-02.6:

- 22
- 23 • DBE Utilization Certification (WSDOT 272-056)
- 24 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm
- 25 listed on the Bidder's completed DBE Utilization Certification
- 26 • Good Faith Effort (GFE) Documentation (if applicable)
- 27 • DBE Bid Item Breakdown (WSDOT 272-054)
- 28

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

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

43  
44 **DBE Utilization Certification (WSDOT Form 272-056)**

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

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

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

**DBE Bid Item Breakdown (WSDOT form 272-0-54)**

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

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

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

Delete this section, and replace it with the following:

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

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

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

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

(\*\*\*\*\*)

1 **Date of Opening Bids**

2 Sealed bids are to be received at the following location prior to the time and date specified.  
3 Bids may be delivered by mail or in person to the Office of County Commissioners located  
4 at Building I, 411 N 5<sup>th</sup> Street, Shelton, WA 98584, until 2:15 P.M. on Monday, June 10,  
5 2024. Submitted bids will be publicly opened and read in the Commissioners Chambers,  
6 Building I, immediately thereafter. Sealed bids received after the specified opening time  
7 will not be accepted.  
8

9 **1-02.13 Irregular Proposals**

10 *(January 4, 2024 APWA GSP)*

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

- 13
- 14 1. A Proposal will be considered irregular and will be rejected if:
    - 15 a. The Bidder is not prequalified when so required;
    - 16 b. The Bidder adds provisions reserving the right to reject or accept the Award,  
17 or enter into the Contract;
    - 18 c. A price per unit cannot be determined from the Bid Proposal;
    - 19 d. The Proposal form is not properly executed;
    - 20 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT  
21 Form 271-015), if applicable, as required in Section 1-02.6;
    - 22 f. The Bidder fails to submit or properly complete a Disadvantaged Business  
23 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in  
24 Section 1-02.6;
    - 25 g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)  
26 from each DBE firm listed on the Bidder's completed DBE Utilization  
27 Certification that they are in agreement with the bidder's DBE participation  
28 commitment, if applicable, as required in Section 1-02.6, or if the written  
29 confirmation that is submitted fails to meet the requirements of the Special  
30 Provisions;
    - 31 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
32 as required in Section 1-02.6, or if the documentation that is submitted fails to  
33 demonstrate that a Good Faith Effort to meet the Condition of Award in  
34 accordance with Section 1-07.11;
    - 35 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-  
36 054), if applicable, as required in Section 1-02.6, or if the documentation that  
37 is submitted fails to meet the requirements of the Special Provisions;
    - 38 j. The Bid Proposal does not constitute a definite and unqualified offer to meet  
39 the material terms of the Bid invitation.
  - 40
  - 41 2. A Proposal may be considered irregular and may be rejected if:
    - 42 a. The Proposal does not include a unit price for every Bid item;
    - 43 b. Any of the unit prices are excessively unbalanced (either above or below the  
44 amount of a reasonable Bid) to the potential detriment of the Contracting  
45 Agency;
    - 46 c. The authorized Proposal Form furnished by the Contracting Agency is not  
47 used or is altered;
    - 48 d. The completed Proposal form contains unauthorized additions, deletions,  
49 alternate Bids, or conditions;
    - 50 e. Receipt of Addenda is not acknowledged;

- 1 f. A member of a joint venture or partnership and the joint venture or
- 2 partnership submit Proposals for the same project (in such an instance, both
- 3 Bids may be rejected); or
- 4 g. If Proposal form entries are not made in ink.

5  
6 **1-02.14 Disqualification of Bidders**  
7 *(May 17, 2018 APWA GSP, Option A)*

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

10  
11 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
12 responsibility criteria in RCW 39.04.350(1), as amended.

13  
14 The Contracting Agency will verify that the Bidder meets the mandatory bidder  
15 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the  
16 Contracting Agency reserves the right to request documentation as needed from the  
17 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder  
18 responsibility criteria.

19  
20 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
21 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
22 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
23 If the Bidder disagrees with this determination, it may appeal the determination within two  
24 (2) business days of the Contracting Agency's determination by presenting its appeal and  
25 any additional information to the Contracting Agency. The Contracting Agency will  
26 consider the appeal and any additional information before issuing its final determination.  
27 If the final determination affirms that the Bidder is not responsible, the Contracting Agency  
28 will not execute a contract with any other Bidder until at least two business days after the  
29 Bidder determined to be not responsible has received the Contracting Agency's final  
30 determination.

31  
32 **Award and Execution of Contract**

33  
34 **1-03.3 Execution of Contract**  
35 *(January 4, 2024 APWA GSP Option B)*

36  
37 Revise this section to read:

38  
39 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),  
40 the successful Bidder shall provide the information necessary to execute the Contract to  
41 the Contracting Agency. The Bidder shall send the contact information, including the full  
42 name, email address, and phone number, for the authorized signer and bonding agent to  
43 the Contracting Agency.

44  
45 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
46 available for signature by the successful bidder on the first business day following award.  
47 The number of copies to be executed by the Contractor will be determined by the  
48 Contracting Agency.

49  
50 Within \$\$20\$\$ calendar days after the award date, the successful bidder shall return the  
51 signed Contracting Agency-prepared contract, an insurance certification as required by  
52 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer



1 of Coverage form for the Construction Stormwater General Permit with sections I, III, and  
2 VIII completed when provided. Before execution of the contract by the Contracting  
3 Agency, the successful bidder shall provide any pre-award information the Contracting  
4 Agency may require under Section 1-02.15.

5  
6 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
7 Agency nor shall any work begin within the project limits or within Contracting Agency-  
8 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
9 and for any materials ordered before the contract is executed by the Contracting Agency.

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

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

18 *(January 4, 2024 APWA GSP Option A)*

19  
20 This section is supplemented with the following:

21 Within 5 calendar days of the Award date (not including Saturdays, Sundays and Holidays),  
22 the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058)  
23 when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056). The  
24 DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to  
25 perform the scope of work subcontracted to them.

26  
27 Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included  
28 as part of the executed Contract.

29  
30 DBE Trucking Credit Forms shall be submitted in one of the following ways:

- 31 1) By E-mail: \$\$pwprojects@masoncountywa.gov\$\$ or  
32 2) By Mail to: \$\$Attn: Kobree Glaser or Ginger Kenyon  
33 100 West Public Works Drive  
34 Shelton, WA 98584\$\$  
35  
36 3) By: \$\$N/A\$\$

37  
38 **1-03.4 Contract Bond**

39 *(July 23, 2015 APWA GSP)*

40  
41 Delete the first paragraph and replace it with the following:

42  
43 The successful bidder shall provide executed payment and performance bond(s) for the  
44 full contract amount. The bond may be a combined payment and performance bond; or  
45 be separate payment and performance bonds. In the case of separate payment and  
46 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 47 1. Be on Contracting Agency-furnished form(s);  
48 2. Be signed by an approved surety (or sureties) that:  
49 a. Is registered with the Washington State Insurance Commissioner, and

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

24  
25 **1-03.7 Judicial Review**  
26 *(December 30, 2022 APWA GSP)*

27  
28 Revise this section to read:

29  
30 All decisions made by the Contracting Agency regarding the Award and execution of the  
31 Contract or Bid rejection shall be conclusive subject to the scope of judicial review  
32 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior  
33 Court of the county where the Contracting Agency headquarters is located, provided that  
34 where an action is asserted against a county, RCW 36.01.050 shall control venue and  
35 jurisdiction.  
36

37 **Scope of the Work**

38  
39 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,  
40 Specifications, and Addenda**  
41 *(December 30, 2022 APWA GSP)*

42  
43 Revise the second paragraph to read:

44  
45 Any inconsistency in the parts of the contract shall be resolved by following this order of  
46 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 47 1. Addenda,  
48 2. Proposal Form,  
49 3. Special Provisions,  
50 4. Contract Plans,

- 1 5. Standard Specifications,
- 2 6. Contracting Agency's Standard Plans or Details (if any), and
- 3 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

4  
5 **1-04.4 Changes**  
6 *(January 19, 2022 APWA GSP)*

7  
8 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

9  
10 **Control of Work**

11  
12 **Conformity with and Deviations from Plans and Stakes**

13  
14 Section 1-05.4 is supplemented with the following:

15  
16 **1-05.4 Conformity With and Deviations from Plans and Stakes**

17  
18 Supplement this section with the following:

19  
20 **Roadway and Utility Surveys**  
21 *(July 23, 2015 APWA GSP, Option 1)*

22  
23 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and  
24 measurements the Engineer deems necessary for completion of the work. These shall  
25 generally consist of one initial set of:

- 26 1. Slope stakes for establishing grading.
- 27 2. Curb grade stakes;
- 28 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
- 29 4. Offset points to establish line and grade for underground utilities such as water,  
30 sewers, and storm drains.

31  
32 On alley construction projects with minor grade changes, the Engineer shall provide only  
33 offset hubs on one side of the alley to establish the alignment and grade.

34  
35 **1-05.7 Removal of Defective and Unauthorized Work**  
36 *(October 1, 2005 APWA GSP)*

37  
38 Supplement this section with the following:

39  
40 If the Contractor fails to remedy defective or unauthorized work within the time specified  
41 in a written notice from the Engineer, or fails to perform any part of the work required by  
42 the Contract Documents, the Engineer may correct and remedy such work as may be  
43 identified in the written notice, with Contracting Agency forces or by such other means as  
44 the Contracting Agency may deem necessary.

45  
46 If the Contractor fails to comply with a written order to remedy what the Engineer  
47 determines to be an emergency situation, the Engineer may have the defective and  
48 unauthorized work corrected immediately, have the rejected work removed and replaced,  
49 or have work the Contractor refuses to perform completed by using Contracting Agency  
50 or other forces. An emergency situation is any situation when, in the opinion of the

1 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk  
2 of loss or damage to the public.

3  
4 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
5 remedying defective or unauthorized work, or work the Contractor failed or refused to  
6 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
7 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
8 include in particular, but without limitation, compensation for additional professional  
9 services required, and costs for repair and replacement of work of others destroyed or  
10 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

11  
12 No adjustment in contract time or compensation will be allowed because of the delay in  
13 the performance of the work attributable to the exercise of the Contracting Agency's  
14 rights provided by this Section.

15  
16 The rights exercised under the provisions of this section shall not diminish the  
17 Contracting Agency's right to pursue any other avenue for additional remedy or damages  
18 with respect to the Contractor's failure to perform the work as required.

19  
20  
21 **1-05.11 Final Inspection**

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

24  
25 **1-05.11 Final Inspections and Operational Testing**  
26 *(October 1, 2005 APWA GSP)*

27  
28 **1-05.11(1) Substantial Completion Date**

29  
30 When the Contractor considers the work to be substantially complete, the Contractor  
31 shall so notify the Engineer and request the Engineer establish the Substantial  
32 Completion Date. The Contractor's request shall list the specific items of work that  
33 remain to be completed in order to reach physical completion. The Engineer will  
34 schedule an inspection of the work with the Contractor to determine the status of  
35 completion. The Engineer may also establish the Substantial Completion Date  
36 unilaterally.

37  
38 If, after this inspection, the Engineer concurs with the Contractor that the work is  
39 substantially complete and ready for its intended use, the Engineer, by written notice to  
40 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
41 Engineer does not consider the work substantially complete and ready for its intended  
42 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
43 therefor.

44  
45 Upon receipt of written notice concurring in or denying substantial completion, whichever  
46 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
47 interruption, the work necessary to reach Substantial and Physical Completion. The  
48 Contractor shall provide the Engineer with a revised schedule indicating when the  
49 Contractor expects to reach substantial and physical completion of the work.  
50

1 The above process shall be repeated until the Engineer establishes the Substantial  
2 Completion Date and the Contractor considers the work physically complete and ready for  
3 final inspection.  
4

5 **1-05.11(2) Final Inspection and Physical Completion Date**  
6

7 When the Contractor considers the work physically complete and ready for final  
8 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
9 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
10 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
11 writing of all particulars in which the final inspection reveals the work incomplete or  
12 unacceptable. The Contractor shall immediately take such corrective measures as are  
13 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
14 diligently, and without interruption until physical completion of the listed deficiencies. This  
15 process will continue until the Engineer is satisfied the listed deficiencies have been  
16 corrected.  
17

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

22 The Contractor will not be allowed an extension of contract time because of a delay in  
23 the performance of the work attributable to the exercise of the Engineer's right  
24 hereunder.  
25

26 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
27 Contracting Agency, in writing, of the date upon which the work was considered physically  
28 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
29 not imply acceptance of the work or that all the obligations of the Contractor under the  
30 contract have been fulfilled.  
31

32 **1-05.11(3) Operational Testing**  
33

34 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
35 complete and operable system. Therefore when the work involves the installation of  
36 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
37 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
38 Engineer to have the Contractor operate and test the work for a period of time after final  
39 inspection but prior to the physical completion date. Whenever items of work are listed in  
40 the Contract Provisions for operational testing they shall be fully tested under operating  
41 conditions for the time period specified to ensure their acceptability prior to the Physical  
42 Completion Date. During and following the test period, the Contractor shall correct any  
43 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
44 class operating condition. Equipment, electrical controls, meters, or other devices and  
45 equipment to be tested during this period shall be tested under the observation of the  
46 Engineer, so that the Engineer may determine their suitability for the purpose for which  
47 they were installed. The Physical Completion Date cannot be established until testing  
48 and corrections have been completed to the satisfaction of the Engineer.  
49

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

1  
2 Operational and test periods, when required by the Engineer, shall not affect a  
3 manufacturer's guaranties or warranties furnished under the terms of the contract.  
4  
5

6 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
7 *(August 14, 2013 APWA GSP)*  
8

9 Delete the sixth and seventh paragraphs of this section.  
10

11 **1-05.15 Method of Serving Notices**  
12 *(January 4, 2024 APWA GSP)*  
13

14 Revise the second paragraph to read:  
15

16 All correspondence from the Contractor shall be served and directed to the Engineer.  
17 All correspondence from the Contractor constituting any notification, notice of protest,  
18 notice of dispute, or other correspondence constituting notification required to be  
19 furnished under the Contract, must be written in paper format, hand delivered or sent  
20 via certified mail delivery service with return receipt requested to the Engineer's  
21 office. Electronic copies such as e-mails or electronically delivered copies of  
22 correspondence will not constitute such notice and will not comply with the  
23 requirements of the Contract.  
24

25 Add the following new section:  
26

27 **1-05.16 Water and Power**  
28 *(October 1, 2005 APWA GSP)*  
29

30 The Contractor shall make necessary arrangements, and shall bear the costs for power  
31 and water necessary for the performance of the work, unless the contract includes power  
32 and water as a pay item.  
33

34 **Control of Material**  
35

36 Section 1-06 is supplemented with the following:  
37

38 ***Build America/Buy America***  
39

40 *(December 20, 2023)*  
41

42 ***General Requirements***

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

- 47 1. All steel and iron used in the project are produced in the United States. This  
48 means all manufacturing processes, from the initial melting stage through the  
49 application of coatings, occurred in the United States.  
50  
51 2. All manufactured products used in the project are produced in the United States.  
52 This means the manufactured product was manufactured in the United States,

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and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

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

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

**Definitions**

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

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

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

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

**Steel and Iron Requirements**

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

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

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

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

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



1 enhances the value of steel or iron. Any process from the original reduction from ore to  
2 the finished product constitutes a manufacturing process for iron.

3  
4 Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore  
5 and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and  
6 reduced iron ore.

7  
8 The following are considered to be steel manufacturing processes:

- 9  
10 1. Production of steel by any of the following processes:  
11  
12 a. Open hearth furnace.  
13  
14 b. Basic oxygen.  
15  
16 c. Electric furnace.  
17  
18 d. Direct reduction.  
19  
20 2. Rolling, heat treating, and any other similar processing.  
21  
22 3. Fabrication of the products:  
23  
24 a. Spinning wire into cable or strand.  
25  
26 b. Corrugating and rolling into culverts.  
27  
28 c. Shop fabrication.

29  
30 A certification of materials origin will be required for all items comprised of, or containing,  
31 steel or iron construction materials prior to such items being incorporated into the  
32 permanent work. The Contractor will not receive payment until the certification is received  
33 by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the  
34 Engineer, or such other form the Contractor chooses, provided it contains the same  
35 information as WSDOT Form 350-109.

### 36 37 **Manufactured Products**

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

### 41 42 **Construction Material Requirements**

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

### 50 51 **Waiver for De Minimis Costs**

1 Minor amounts of Foreign Construction Materials may be utilized in this project, provided  
2 that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and  
3 does not exceed 5 percent of the total applicable material costs calculated as follows:  
4

5 
$$\frac{\text{Total cost of Foreign Construction Materials}}{\text{Total applicable material costs}} < 0.05$$
  
6

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

11  
12 Steel and iron materials shall follow the "Steel and Iron Requirements" of this  
13 Specification.

14  
15 **1-06.6 Recycled Materials**  
16 *(January 4, 2016 APWA GSP)*  
17

18 Delete this section, including its subsections, and replace it with the following:  
19

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

23  
24 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
25 that were utilized in the construction of the project for each of the items listed in Section  
26 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
27 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material  
28 and aggregates from concrete returned to the supplier). The Contractor's report shall be  
29 provided on DOT form 350-075 Recycled Materials Reporting.  
30

31 **Legal Relations and Responsibilities to the Public**  
32

33 **1-07.1 Laws to be Observed**  
34 *(October 1, 2005 APWA GSP)*  
35

36 Supplement this section with the following:  
37

38 In cases of conflict between different safety regulations, the more stringent regulation  
39 shall apply.  
40

41 The Washington State Department of Labor and Industries shall be the sole and  
42 paramount administrative agency responsible for the administration of the provisions of  
43 the Washington Industrial Safety and Health Act of 1973 (WISHA).  
44

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

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

**1-07.2 State Taxes**

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

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

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

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

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

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

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

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

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

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

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

**1-07.2(3) Services**

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

**Load Limits**

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

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

**Wages**

**General**

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

(January 10, 2024)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20240001.

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

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**1-07.9(5)A Required Documents**  
(December 30, 2022 APWA GSP)

This section is revised to read as follows:

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

**Requirements for Nondiscrimination**

Section 1-07.11 is supplemented with the following:

(October 3, 2022)

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

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

Women - Statewide

Timetable

Goal

Until further notice 6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA 2.8

WA Spokane.

Non-SMSA Counties 3.0

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA 5.4

WA Benton; WA Franklin.

Non-SMSA Counties 3.6

WA Walla Walla.

1	Yakima, WA:	
2	SMSA Counties:	
3	Yakima, WA	9.7
4	WA Yakima.	
5	Non-SMSA Counties	7.2
6	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
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8	Seattle, WA:	
9	SMSA Counties:	
10	Seattle Everett, WA	7.2
11	WA King; WA Snohomish.	
12	Tacoma, WA	6.2
13	WA Pierce.	
14	Non-SMSA Counties	6.1
15	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;	
16	WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA	
17	Thurston; WA Whatcom.	
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19	Portland, OR:	
20	SMSA Counties:	
21	Portland, OR-WA	4.5
22	WA Clark.	
23	Non-SMSA Counties	3.8
24	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
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These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

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

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

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geographical area in which the contract is to be performed. The notification shall be sent to:

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

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

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

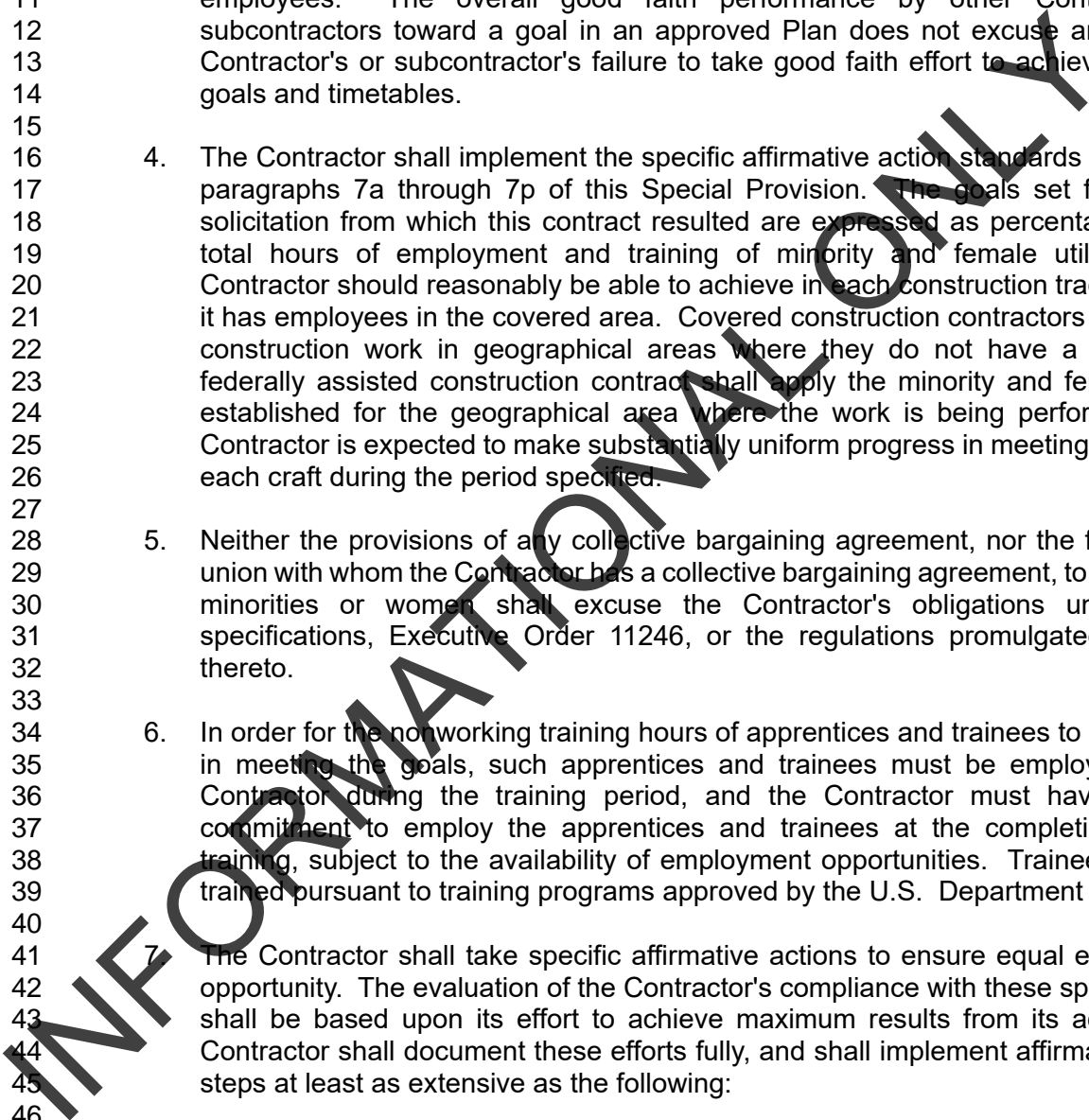
- 1. As used in these specifications:

- a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
  - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
  - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
  - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
  - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

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

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3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
  
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
  
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the





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Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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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.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special

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Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

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- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

**1-07.11 Requirements for Nondiscrimination**  
*(October 1, 2020 APWA GSP, Option B)*

Supplement this section with the following:

***Disadvantaged Business Enterprise Participation***

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

**DBE Abbreviations and Definitions**

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

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

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

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

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

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

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

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

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

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

**DBE Commitment** – The scope of work and dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award

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Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed. Any changes to the DBE Commitment require the Engineer's prior written approval.

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

**DBE COA Goal**

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: \*\*\* \$\$10%\$\$ \*\*\*

**Crediting DBE Participation**

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

DBE participation is only credited upon payment to the DBE.

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

**DBE Prime Contractor**

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

**DBE Subcontractor**

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

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

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

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

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1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.
2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.
3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

**DBE Subcontract and Lower Tier Subcontract Documents**

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

**DBE Service Provider**

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

**Force Account Work**

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

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

**Temporary Traffic Control**

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

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

**Trucking**

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

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

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

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

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

**DBE Manufacturer and DBE Regular Dealer**

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

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

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

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

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



1 **Disadvantaged Business Enterprise Utilization**

2 To be eligible for award of the Contract, the Bidder shall properly complete and  
3 submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the  
4 Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal.  
5 The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder  
6 intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form  
7 272-056) is included in the Proposal package for this purpose as well as instructions  
8 on how to properly fill out the form.  
9

10 The Bidder is advised that the items listed below when listed in the Utilization  
11 Certification must have their amounts reduced to the percentages shown and those  
12 reduced amounts will be the amount applied towards meeting the DBE COA Goal.  
13

- 14 • Force account at 50%
- 15 • Regular dealer at 60%
- 16

17 In the event of arithmetic errors in completing the DBE Utilization Certification, the  
18 amount listed to be applied towards the DBE COA Goal for each DBE shall govern  
19 and the DBE total amount shall be adjusted accordingly.  
20

21 Note: The Contracting Agency shall consider as non-responsive and shall  
22 reject any Bid Proposal submitted that does not contain a DBE  
23 Utilization Certification Form that accurately demonstrates how the  
24 Bidder intends to meet the DBE COA Goal.  
25

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

27 The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written  
28 Confirmation Document (completed and signed by the DBE) for each DBE firm listed  
29 in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure  
30 to do so will result in the associated participation being disallowed, which may cause  
31 the Bid to be determined to be nonresponsive resulting in Bid rejection.  
32

33 The Confirmation Documents provide confirmation from the DBEs that they are  
34 participating in the Contract as provided in the Bidder's Commitment. The  
35 Confirmation Documents must be consistent with the Utilization Certification.  
36

37 A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the  
38 Proposal package for this purpose.  
39

40 The form(s) shall be received as specified in the special provisions for Section 1-02.9  
41 Delivery of Proposal.  
42

43 It is prohibited for the Bidder to require a DBE to submit a Written Confirmation  
44 Document with any part of the form left blank. Should the Contracting Agency  
45 determine that an incomplete Written Confirmation Document was signed by a DBE,  
46 the validity of the document comes into question. The associated DBE participation  
47 may not receive credit.  
48

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

50 The successful Bidder shall be selected on the basis of having submitted the lowest  
51 responsive Bid, which demonstrates a good faith effort to achieve the DBE COA  
52 Goal. The Contracting Agency, at any time during the selection process, may request

1 a breakdown of the bid items and amounts that are counted towards the overall  
2 contract goal for any of the DBEs listed on the DBE Utilization Certification.

3  
4 Achieving the DBE COA Goal may be accomplished in one of two ways:

5  
6 1. By meeting the DBE COA Goal

7 Submission of the DBE Utilization Certification, supporting DBE Written  
8 Confirmation Document(s) showing the Bidder has obtained enough DBE  
9 participation to meet or exceed the DBE COA Goal, the DBE Bid Item  
10 Breakdown and the DBE Trucking Credit Form, if applicable.

11  
12 2. By documentation that the Bidder made adequate GFE to meet the DBE  
13 COA Goal

14 The Bidder may demonstrate a GFE in whole or part through GFE  
15 documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient  
16 DBE participation have been unsuccessful. The Bidder must supply GFE  
17 documentation in addition to the DBE Utilization Certification, supporting  
18 DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form  
19 and the DBE Trucking Credit Form, if applicable.

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

25  
26 GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking  
27 Credit Form, if applicable, shall be submitted as specified in Section 1-02.9.

28  
29 The Contracting Agency will review the GFE documentation and will determine if the  
30 Bidder made an adequate good faith effort.

31  
32 **Good Faith Effort (GFE) Documentation**

33 GFE is evaluated when:

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

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42 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,  
43 demonstrate adequate good faith efforts. The following is a list of types of actions,  
44 which would be considered as part of the Bidder's GFE to achieve DBE participation.  
45 It is not intended to be a mandatory checklist, nor is it intended to be exclusive or  
46 exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- 47  
48 1. Soliciting through all reasonable and available means (e.g. attendance at  
49 pre-bid meetings, advertising and/or written notices) the interest of all  
50 certified DBEs who have the capability to perform the Work of the Contract.  
51 The Bidder must solicit this interest within sufficient time to allow the DBEs  
52 to respond to the solicitation. The Bidder must determine with certainty if

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

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organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- 8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

**Administrative Reconsideration of GFE Documentation**

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

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder’s GFE documentation shall be made by an official who did not take part in the original determination.
- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder’s position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

**DBE Bid Item Breakdown**

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

**DBE Trucking Credit Form**

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

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

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**Procedures between Award and Execution**

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

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

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

**Procedures after Execution**

**Commercially Useful Function (CUF)**

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

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

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

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
- The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the

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trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.

- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.
- Leased trucks shall display the name and identification number of the DBE.

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

In addition to the subcontracting requirements of Section 1-08, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle registrations, and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted to the Engineer prior to any trucking services being performed for DBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

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

**Joint Checking**

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

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

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

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

**Prompt Payment**

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

**Subcontracts**

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

\*\*\* \$\$ [kqlaser@masoncountywa.gov](mailto:kqlaser@masoncountywa.gov), [gkenyon@masoncountywa.gov](mailto:gkenyon@masoncountywa.gov),  
[ORegionOEO@wsdot.wa.gov](mailto:ORegionOEO@wsdot.wa.gov) \$\$ \*\*\*

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

**Reporting**

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

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

**Changes in COA Work Committed to DBE**

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

**Owner Initiated Changes**

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

**Contractor Initiated Changes**

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

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**Original Quantity Underruns**

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

**Contractor Proposed DBE Substitutions**

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

**DBE Termination**

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

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

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

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

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

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.



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- 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 DBE does not have an executed subcontract agreement at the time of decertification.

**Consequences of Non-Compliance**

**Breach of Contract**

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

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

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

9 **Notice**

10 If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service  
11 provider is deemed to be in non-compliance, the Contractor will be informed in  
12 writing, by certified mail by the Engineer that sanctions will be imposed for failure  
13 to meet the DBE COA Commitment and/or submit documentation of good faith  
14 efforts. The notice will state the specific sanctions to be imposed which may  
15 include impacting a Contractor or other entity's ability to participate in future  
16 contracts.  
17

18 **Sanctions**

19 If it is determined that the Contractor's failure to meet all or part of the DBE COA  
20 Commitment is due to the Contractor's inadequate good faith efforts throughout the  
21 life of the Contract, including failure to submit timely, required Good Faith Efforts  
22 information and documentation, the Contractor may be required to pay DBE penalty  
23 equal to the amount of the unmet Commitment, in addition to the sanctions outlined  
24 in Section 1-07.11(5).  
25

26 **Payment**

27 Compensation for all costs involved with complying with the conditions of this  
28 Specification and any other associated DBE requirements is included in payment for  
29 the associated Contract Items of Work, except otherwise provided in the  
30 Specifications.  
31

32 **Federal Agency Inspection**

33  
34 Section 1-07.12 is supplemented with the following:  
35

36 *(October 3, 2023)*

37 **Required Federal Aid Provisions**

38 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)  
39 Revised October 23, 2023 and the amendments thereto supersede any conflicting  
40 provisions of the Standard Specifications and are made a part of this Contract; provided,  
41 however, that if any of the provisions of FHWA 1273, as amended, are less restrictive  
42 than Washington State Law, then the Washington State Law shall prevail.  
43

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

1 provided with extra copies of the FHWA 1273, the amendments thereto, the applicable  
2 wage rates, and this Special Provision.

3  
4 **Utilities and Similar Facilities**

5  
6 Section 1-07.17 is supplemented with the following:

7  
8 (April 2, 2007)

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

11  
12 The following addresses and telephone numbers of utility companies known or suspected  
13 of having facilities within the project limits are supplied for the Contractor's convenience:

14  
15 \*\*\* \$\$

16  
17 PUD3  
18 Chris Jorgensen  
19 PO Box 2146  
20 Shelton, WA 98584  
21 (360) 426-8255 x 5264

22  
23 Centurylink Communication (Lumen)  
24 Michelle Palmer  
25 411 Kaiser Road SW  
26 Olympia, WA 98502  
27 (360) 478-7951

28  
29 Centurylink Communication (Lumen)  
30 Keith Sisson  
31 411 Kaiser Road SW  
32 Olympia, WA 98502  
33 (360) 754-3166

34  
35 Comcast  
36 Mark Torres  
37 440 Yauger Way SW  
38 Olympia, WA 98502  
39 (360) 357-1230

40  
41 Wave Broadband (Astound)  
42 Shawn Murphy or Ron McGehee  
43 4519 Mile Hill Dr.  
44 Port Orchard, WA 98366  
45 (360) 204-2530

46  
47 Hood Canal Communication  
48 Arron Buchel  
49 PO Box 249  
50 Union, WA 98592  
51 (360) 898-5000  
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**1-07.18 Public Liability and Property Damage Insurance**

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

**1-07.18 Insurance**  
*(January 4, 2024 APWA GSP)*

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

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A.M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

- 1  
2 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
3 of the Contract and no additional payment will be made.  
4  
5 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or  
6 maintaining coverage, to satisfy insurance requirements for any policy required under  
7 this Section. A “wrap up policy” is defined as an insurance agreement or arrangement  
8 under which all the parties working on a specified or designated project are insured  
9 under one policy for liability arising out of that specified or designated project.

10  
11 **1-07.18(2) Additional Insured**

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

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

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

22  
23 For Commercial General Liability insurance coverage, the required additional insured  
24 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing  
25 operations and CG 20 37 10 01 for completed operations.

26  
27 **1-07.18(3) Subcontractors**

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

32  
33 The Contractor shall ensure that all subcontractors of every tier add all entities listed in  
34 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by  
35 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20  
36 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

37  
38 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
39 Agency evidence of insurance and copies of the additional insured endorsements of each  
40 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

41  
42 **1-07.18(4) Verification of Coverage**

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

49  
50 Verification of coverage shall include:

- 51 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

- 1 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
2 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may  
3 submit a copy of any blanket additional insured clause from its policies instead of a  
4 separate endorsement.  
5 3. Any other amendatory endorsements to show the coverage required herein.  
6 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy  
7 these requirements – actual endorsements must be submitted.  
8

9 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
10 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is  
11 required on this Project, a full and certified copy of that policy is required when the  
12 Contractor delivers the signed Contract for the work.  
13

14 **1-07.18(5) Coverages and Limits**

15 The insurance shall provide the minimum coverages and limits set forth below. Contractor's  
16 maintenance of insurance, its scope of coverage, and limits as required herein shall not be  
17 construed to limit the liability of the Contractor to the coverage provided by such insurance,  
18 or otherwise limit the Contracting Agency's recourse to any remedy available at law or in  
19 equity.  
20

21 All deductibles and self-insured retentions must be disclosed and are subject to approval by  
22 the Contracting Agency. The cost of any claim payments falling within the deductible or self-  
23 insured retention shall be the responsibility of the Contractor. In the event an additional  
24 insured incurs a liability subject to any policy's deductibles or self-insured retention, said  
25 deductibles or self-insured retention shall be the responsibility of the Contractor.  
26

27 **1-07.18(5)A Commercial General Liability**

28 Commercial General Liability insurance shall be written on coverage forms at least as broad  
29 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,  
30 operations, stop gap liability, independent contractors, products-completed operations,  
31 personal and advertising injury, and liability assumed under an insured contract. There shall  
32 be no exclusion for liability arising from explosion, collapse or underground property  
33 damage.  
34

35 The Commercial General Liability insurance shall be endorsed to provide a per project  
36 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.  
37

38 Contractor shall maintain Commercial General Liability Insurance arising out of the  
39 Contractor's completed operations for at least three years following Substantial Completion  
40 of the Work.  
41

42 Such policy must provide the following minimum limits:

43	\$2,000,000	Each Occurrence
44	\$3,000,000	General Aggregate
45	\$3,000,000	Products & Completed Operations Aggregate
46	\$2,000,000	Personal & Advertising Injury each offence
47	\$2,000,000	Stop Gap / Employers' Liability each accident
48		

49 **1-07.18(5)B Automobile Liability**

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

Special Provisions

CRP 2051, Shelton Matlock Road Shoulder Safety Improvement Project  
Shelton Matlock Road (#90100, MP 1.76 – MP 7.67)

1 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48  
2 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 **Public Convenience and Safety**

12  
13 **Construction Under Traffic**

14  
15 Section 1-07.23(1) is supplemented with the following:

16  
17 **1-07.23(1) Construction Under Traffic**  
18 *(May 2, 2017 APWA GSP)*

19  
20 Revise the third sentence of the second paragraph to read:

21  
22 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if  
23 approved by the Contracting Agency activating pedestrian recall timing or other  
24 accommodation may be allowed during construction.

25  
26 (February 6, 2023)

27 Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

28  
29 \*\*\* \$\$no restrictions expected at this time\$\$ \*\*\*

30  
31 If the Engineer determines the permitted closure hours adversely affect traffic, the  
32 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor  
33 in writing of any change in the closure hours. Exceptions to these restrictions are  
34 listed below and when applicable take precedence over closures listed above. The  
35 Engineer may also consider on a case-by-case basis additional exceptions following  
36 a written request by the Contractor.

37  
38 Lane, ramp, shoulder, and roadway 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 or  
43 Monday are considered a holiday weekend. A holiday weekend includes  
44 Saturday, Sunday, and the holiday.  
45  
46 3. After \*\*\* \$\$2 pm\$ \*\*\* on the day prior to a holiday or holiday weekend, and  
47  
48 4. Before \*\*\* \$\$8 am\$ \*\*\* on the day after the holiday or holiday weekend.  
49  
50 5. The two-hour period prior to and the two-hour period after the following  
51 special events:  
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\*\*\* \$\$no special events identified at this time\$\$ \*\*\*

It shall be the Contractor's responsibility to obtain the dates and times of all events.

**Traffic Delays**

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than \*\*\* \$\$10\$\$ \*\*\* minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than \*\*\* \$\$10\$\$ \*\*\* minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the \*\*\* \$\$10\$\$ \*\*\* minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the \*\*\* \$\$10\$\$ \*\*\* minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

**General Restrictions**

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

**Controlled Access**

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.
2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.



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**Advance Notification**

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

**Prosecution and Progress**

**1-08 PROSECUTION AND PROGRESS**

Add the following new section:

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

Add the following new section:

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

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

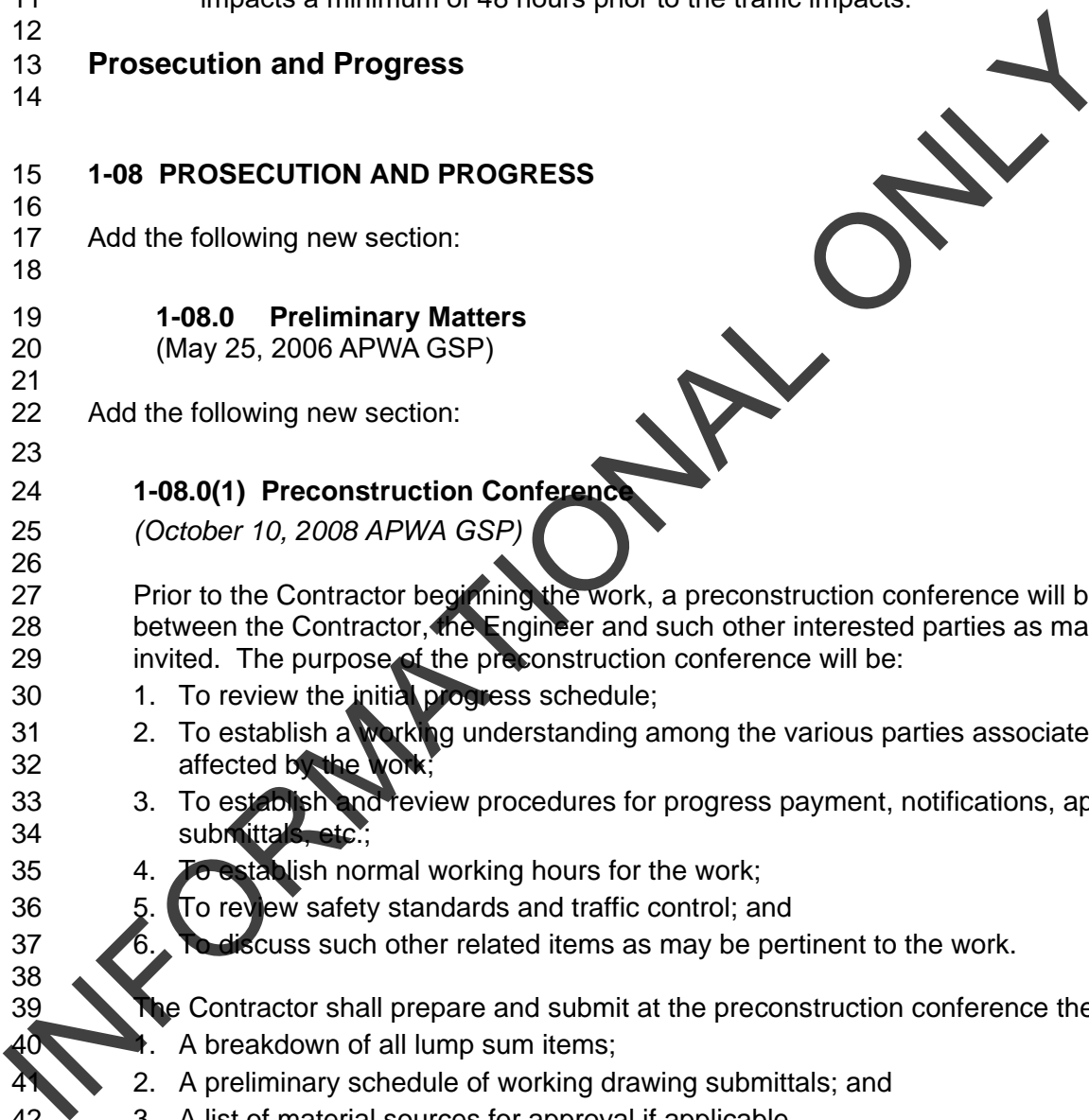
1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;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

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

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

**1-08.1 Subcontracting**  
(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:



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

7  
8 A subcontractor or lower tier subcontractor will not be permitted to perform any work  
9 under the contract until the following documents have been completed and submitted to  
10 the Engineer:

- 11
- 12 1. Request to Sublet Work (WSDOT Form 421-012), and
- 13
- 14 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-  
15 aid Projects (WSDOT Form 420-004).
- 16

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

21  
22 The Contractor's records pertaining to the requirements of this Special Provision shall be  
23 open to inspection or audit by representatives of the Contracting Agency during the life of  
24 the contract and for a period of not less than three years after the date of acceptance of  
25 the contract. The Contractor shall retain these records for that period. The Contractor  
26 shall also guarantee that these records of all subcontractors and lower tier  
27 subcontractors shall be available and open to similar inspection or audit for the same  
28 time period.

### 30 **Payments to Subcontractors and Lower-Tier Subcontractors**

#### 31 **Subcontractor Retainage**

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

33  
34 (February 13, 2024)

35  
36 If the Contractor fails to comply with the requirements of this Section and the  
37 first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the  
38 Contractor will be subject to the actions described in Section 1-08.1(10).  
39

#### 40 **Progress Schedule**

##### 41 **1-08.3(2)A Type A Progress Schedule**

42  
43 (December 30, 2022 APWA GSP)

44  
45 Revise this section to read:

46  
47  
48 The Contractor shall submit \$\$1\$\$ copies of a Type A Progress Schedule no later than at  
49 the preconstruction conference, or some other mutually agreed upon submittal time. The  
50 schedule may be a critical path method (CPM) schedule, bar chart, or other standard

1 schedule format. Regardless of which format used, the schedule shall identify the critical  
2 path. The Engineer will evaluate the Type A Progress Schedule and approve or return the  
3 schedule for corrections within 15 calendar days of receiving the submittal.  
4

5 **1-08.4 Prosecution of Work**

6  
7 Delete this section and replace it with the following:  
8

9 **1-08.4 Notice to Proceed and Prosecution of Work**  
10 *(July 23, 2015 APWA GSP)*

11  
12 Notice to Proceed will be given after the contract has been executed and the contract  
13 bond and evidence of insurance have been approved and filed by the Contracting  
14 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
15 has been given by the Engineer. The Contractor shall commence construction activities  
16 on the project site within ten days of the Notice to Proceed Date, unless otherwise  
17 approved in writing. The Contractor shall diligently pursue the work to the physical  
18 completion date within the time specified in the contract. Voluntary shutdown or slowing  
19 of operations by the Contractor shall not relieve the Contractor of the responsibility to  
20 complete the work within the time(s) specified in the contract.  
21

22 When shown in the Plans, the first order of work shall be the installation of high visibility  
23 fencing to delineate all areas for protection or restoration, as described in the Contract.  
24 Installation of high visibility fencing adjacent to the roadway shall occur after the  
25 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
26 Upon construction of the fencing, the Contractor shall request the Engineer to inspect the  
27 fence. No other work shall be performed on the site until the Contracting Agency has  
28 accepted the installation of high visibility fencing, as described in the Contract.  
29

30 **Time for Completion**

31  
32 Section 1-08.5 is supplemented with the following:  
33

34 (March 13, 1995)  
35 This project shall be physically completed within \*\*\* \$\$30\$\$ \*\*\* working days.  
36

37 **1-08.5 Time for Completion**  
38 *(December 30, 2022 APWA GSP, Option A)*

39  
40  
41 Revise the third and fourth paragraphs to read:  
42

43 Contract time shall begin on the first working day following the Notice to Proceed Date.  
44

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

1 Engineer. If the Contractor does not agree with the Written Determination of working  
2 days, the Contractor shall pursue the protest procedures in accordance with Section 1-  
3 04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be  
4 deemed as having accepted the statement as correct. If the Contractor is approved to  
5 work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week  
6 in which a 4-10 shift is worked would ordinarily be charged as a working day then the  
7 fifth day of that week will be charged as a working day whether or not the Contractor  
8 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 contract  
13 after all the Contractor's obligations under the contract have been performed by the  
14 Contractor. The following events must occur before the Completion Date can be  
15 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 required  
18 by law, to allow the Contracting Agency to process final acceptance of the contract.  
19 The following documents must be received by the Project Engineer prior to  
20 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 the  
24 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 of  
29 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the  
30 Notice of Termination by Ecology; and no rejection of the Notice of Termination  
31 by Ecology. This requirement will not apply if the Construction Stormwater  
32 General Permit is transferred back to the Contracting Agency in accordance with  
33 Section 8-01.3(16).
  - 34 g. Property owner releases per Section 1-07.24

35  
36 **1-08.9 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 users.  
43 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:

- 47  
48 1. To pay liquidated damages in the amount of \*\*\* \$\$1,700.00\$\$ \*\*\* for each  
49 working day beyond the number of working days established for Physical  
50 Completion, and

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- 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**

**1-09.2(5) Measurement**  
*(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

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

**1-09.6 Force Account**  
*(December 30, 2022 APWA GSP)*

Supplement this section with the following:

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

**Payments**

**1-09.9 Payments**  
*(March 13, 2012 APWA GSP)*

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

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**1-09.9 Payments**  
(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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

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

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

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

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

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

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily

1 completed. The determination of payments under the contract will be final in accordance  
2 with Section 1-05.1.

3  
4 Failure to perform obligations under the Contract by the Contractor may be decreed by the  
5 Contracting Agency to be adequate reason for withholding any payments until compliance  
6 is achieved.

7  
8 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due  
9 the Contractor under the Contract will be paid based upon the final estimate made by the  
10 Engineer and presentation of a Final Contract Voucher Certification to be signed by the  
11 Contractor. The Contractor's signature on such voucher shall be deemed a release of all  
12 claims of the Contractor unless a Certified Claim is filed in accordance with the  
13 requirements of Section 1-09.11 and is expressly excepted from the Contractor's  
14 certification on the Final Contract Voucher Certification. The date the Contracting Agency  
15 signs the Final Contract Voucher Certification constitutes the final acceptance date  
16 (Section 1-05.12).

17  
18 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher  
19 Certification or any other documentation required for completion and final acceptance of  
20 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for  
21 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the  
22 Contract. Unilateral final acceptance will occur only after the Contractor has been provided  
23 the opportunity, by written request from the Engineer, to voluntarily submit such  
24 documents. If voluntary compliance is not achieved, formal notification of the impending  
25 establishment of a Completion Date and unilateral final acceptance will be provided by  
26 email with delivery confirmation from the Contracting Agency to the Contractor, which will  
27 provide 30 calendar days for the Contractor to submit the necessary documents. The 30  
28 calendar day period will begin on the date the email with delivery confirmation is received  
29 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract  
30 Voucher Certification shall constitute the Completion Date and the final acceptance date  
31 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the  
32 Contract will apply to Contracts that are Physically Completed in accordance with Section  
33 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral  
34 final acceptance of the Contract by the Contracting Agency does not in any way relieve  
35 the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,  
36 ordinances, and regulations that affect the Work under the Contract.

37  
38 Payment to the Contractor of partial estimates, final estimates, and retained percentages  
39 shall be subject to controlling laws.

40  
41 **Retainage**

42  
43 Section 1-09.9(1) content and title is deleted and replaced with the following:

44  
45 **(June 27, 2011)**  
46 **Vacant**

47  
48 **1-09.11(3) Time Limitation and Jurisdiction**  
49 *(December 30, 2022 APWA GSP)*

50  
51 Revise this section to read:  
52

1 For the convenience of the parties to the Contract it is mutually agreed by the parties that  
2 all claims or causes of action which the Contractor has against the Contracting Agency  
3 arising from the Contract shall be brought within 180 calendar days from the date of final  
4 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further  
5 agreed that all such claims or causes of action shall be brought only in the Superior Court  
6 of the county where the Contracting Agency headquarters is located, provided that where  
7 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.  
8 The parties understand and agree that the Contractor's failure to bring suit within the time  
9 period provided, shall be a complete bar to all such claims or causes of action. It is further  
10 mutually agreed by the parties that when claims or causes of action which the Contractor  
11 asserts against the Contracting Agency arising from the Contract are filed with the  
12 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency  
13 to have timely access to all records deemed necessary by the Contracting Agency to assist  
14 in evaluating the claims or action.

15  
16 **1-09.13(3)A Arbitration General**  
17 *(January 19, 2022 APWA GSP)*

18  
19 Revise the third paragraph to read:

20  
21 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
22 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
23 the Superior Court of the county in which the Contracting Agency's headquarters is  
24 located, provided that where claims subject to arbitration are asserted against a county,  
25 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of  
26 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall  
27 use the Contract as a basis for decisions.

28  
29 **1-09.13(4) Venue for Litigation**  
30 *(December 30, 2022 APWA GSP)*

31  
32 Revise this section to read:

33  
34 Litigation shall be brought in the Superior Court of the county in which the Contracting  
35 Agency's headquarters is located, provided that where claims are asserted against a  
36 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is  
37 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the  
38 Contracting Agency to have timely access to all records deemed necessary by the  
39 Contracting Agency to assist in evaluating the claims or action.

40  
41 **Temporary Traffic Control**

42  
43 **Traffic Control Management**

44  
45 Section 1-10.2 is supplemented with the following:

46  
47 ***(November 2, 2022)***  
48 ***Work Zone Safety Contingency***

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



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

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

**General**

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

(October 3, 2022)  
The Traffic Control Supervisor shall be certified by one of the following:

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

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

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

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

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

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

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**Measurement**

***Reinstating Unit Items With Lump Sum Traffic Control***

Section 1-10.4(3) is supplemented with the following:

(November 2, 2022)

The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

"Work Zone Safety Contingency", by force account.

\*\*\* \$\$"Traffic Control Supervisor", by lump sum \$\$ \*\*\*

**Payment**

***Item Bids with Lump Sum for Incidentals***

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

(November 2, 2022)

"Work Zone Safety Contingency", by force account.

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

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

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

**Division 2  
Earthwork**

**Description**

Section 2-02.1 is supplemented with the following:

(\*\*\*\*\*)

***Removing Miscellaneous Traffic Items***

The following miscellaneous traffic items shall be removed and disposed of:

- Delineators
- Raised and/or recessed pavement markers
- Temporary flexible raised pavement markers
- All plastic traffic markings

1 **Measurement**

2 Section 2-02.4 is supplemented with the following:

3

4 No specific measurement will be made for removal and disposal of delineators, raised  
5 and/or recessed pavement markers, temporary flexible raised pavement markers, and all  
6 plastic traffic markings.

7

8 **Payment**

9 Section 2-02.5 is supplemented with the following:

10

11 (\*\*\*\*\*)

12 Payment for removal and disposal of delineators, raised and/or recessed pavement  
13 markers, temporary flexible raised pavement markers, and all plastic markings shall be  
14 included in the unit cost per ton for "HMA Cl. 1/2in PG 58H-22".

15

16

17

**Division 4  
Bases**

18

19

20 **Description**

21 Section 4-04.1 is supplemented with the following:

22

23 (\*\*\*\*\*)

24 This work also includes shoulder finishing by grading existing shoulders and approaches  
25 prior to placement of HMA as needed. Contractor will grade shoulder to final contour and  
26 roll shoulder with a compaction roller prior to placing HMA. Contractor will furnish and  
27 place crushed surfacing base course (CSBC) along the back edge of the newly paved  
28 shoulders, to match the back of the new shoulder height, with a width of at least one foot,  
29 as laid out by the Engineer, after the placement of HMA.

30

31 **Materials**

32 Section 4-04.2 is supplemented with the following:

33

34 (\*\*\*\*\*)

35 Crushed surfacing base course (CSBC) used in shoulder finishing will be accepted by the  
36 Engineer based upon satisfactory performance of the material for its intended use. The  
37 material may be tested at the discretion of the Engineer.

38

39 **Construction Requirements**

40 Section 4-04.3 is supplemented with the following:

41

42 (\*\*\*\*\*)

43 Existing roadway shoulders and gravel approaches shall be graded to provide a uniform  
44 surface free of vegetation prior to placement of HMA, shoulder finishing material, final  
45 grading, and compaction. See shoulder width and depth details in the plans.

46

47 **Shaping and Compaction**

48 Section 4-04.3(5) is revised to read:

49

50 (\*\*\*\*\*)

1 Shoulder finishing material shall be consolidated to a firm and unyielding density, as  
2 determined by the Engineer.  
3  
4 After paving the top lift of HMA, shoulder finishing material shall be placed at a 3:1 or  
5 flatter slope against the vertical edge of the shoulder pavement and sloped toward the  
6 ditch line. Shoulder finishing material shall be graded into place and compacted by  
7 approved compaction equipment with a minimum of two passes. Water shall be used to  
8 maintain proper moisture content of the shoulder finishing material and aid compaction  
9 as needed.  
10  
11 Following each of the shoulder construction activities, the roadway and paved shoulders  
12 shall be cleaned of all dirt and debris to the satisfaction of the Engineer. Water shall be  
13 used as a measure of dust control.  
14  
15 Preparation, finishing material placement, grading, and compaction of roadway shoulders  
16 shall include gravel approaches and grading within existing Right of Way.  
17  
18 Existing Flexible Guidepost(s) that are removed or damaged because of the Contractor's  
19 activities shall be replaced at no expense to the Contracting Agency.  
20

21 **Measurement**

22 Section 4-04.4 is supplemented with the following:  
23  
24 Shoulder preparation and finishing will be measured by the usage of crushed surfacing  
25 base course (CSBC) in tons. Shoulder grading and roller compaction shall be included in  
26 the unit cost per ton for CSBC and no additional measurement shall be made.  
27  
28 Water shall not be measured and shall be incidental to other items of work.  
29

30 **Payment**

31 Section 4-04.5 is supplemented with the following:  
32  
33 (\*\*\*\*\*)  
34 Shoulder preparation and finishing will be paid per ton on the basis of crushed surfacing  
35 base course (CSBC) used to meet design requirements. No additional payment will be  
36 made for shoulder grading and roller compaction, and payment will be included in the  
37 CSBC tonnage used.  
38

39 **Division 5**  
40 **Surface Treatments and Pavements**

41  
42 **5-04 Hot Mix Asphalt**  
43 *(January 31, 2023 APWA GSP)*  
44

45 Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:  
46

47 **5-04.1 Description**

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

1 in accordance with these Specifications. WMA processes include organic additives,  
2 chemical additives, and foaming.

3  
4 HMA shall be composed of asphalt binder and mineral materials as may be required,  
5 mixed in the proportions specified to provide a homogeneous, stable,  
6 and workable mixture.

7  
8 **5-04.2 Materials**

9 Materials shall meet the requirements of the following sections:

10	Asphalt Binder	9-02.1(4)
11	Cationic Emulsified Asphalt	9-02.1(6)
12	Anti-Stripping Additive	9-02.4
13	HMA Additive	9-02.5
14	Aggregates	9-03.8
15	Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
16	Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
17	Mineral Filler	9-03.8(5)
18	Recycled Material	9-03.21

19  
20 The Contract documents may establish that the various mineral materials required for  
21 the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.  
22 If the documents do not establish the furnishing of any of these mineral materials by the  
23 Contracting Agency, the Contractor shall be required to furnish such materials in the  
24 amounts required for the designated mix. Mineral materials include coarse and fine  
25 aggregates, and mineral filler.

26  
27 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production  
28 of HMA. The RAP may be from pavements removed under the Contract, if any, or  
29 pavement material from an existing stockpile.

30  
31 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional  
32 sampling or testing of the RAP.

33  
34 If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the  
35 WSDOT Qualified Products List (QPL).

36  
37 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt  
38 binder from different sources is not permitted.

39  
40 The Contractor may only use warm mix asphalt (WMA) processes in the production of  
41 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to  
42 the Engineer for approval the process that is proposed and how it will be used in the  
43 manufacture of HMA.

44  
45 Production of aggregates shall comply with the requirements of Section 3-01.

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

4 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

5 If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List  
6 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).  
7

8 **5-04.2(1)A Vacant**  
9

10 **5-04.2(2) Mix Design - Obtaining Project Approval**

11 No paving shall begin prior to the approval of the mix design by the Engineer.  
12

13 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA  
14 in the Contract documents.  
15

16 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA  
17 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,  
18 gores, prelevel, temporary pavement, and pavement repair. Other nonstructural  
19 applications of HMA accepted by commercial evaluation shall be as approved by the  
20 Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will  
21 be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted  
22 by commercial evaluation will be excluded from the quantities used in the determination  
23 of nonstatistical evaluation.  
24

25 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the Contractor  
26 shall provide one of the following mix design verification certifications for Contracting  
27 Agency review;  
28

- 29 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
- 30 one of the mix design verification certifications listed below.
- 31 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
- 32 certification (stamp & signature) of a valid licensed Washington State
- 33 Professional Engineer.
- 34 • The Mix Design Report for the proposed HMA mix design developed by a
- 35 qualified City or County laboratory that is within one year of the approval date.  
36

37 The mix design shall be performed by a lab accredited by a national authority such as  
38 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
39 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO  
40 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:  
41 resource proficiency sample program.  
42

43 Mix designs for HMA accepted by Nonstatistical evaluation shall:  
44

- 45 • Be designed for \*\*\*\$1\$\$\*\*\* million equivalent single axle loads (ESALs).
- 46 • Have the aggregate structure and asphalt binder content determined in
- 47 accordance with WSDOT Standard Operating Procedure 732 and meet the
- 48 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and
- 49 stripping are at the discretion of the Engineer, and 9-03.8(6).

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- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

**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

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

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

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

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

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

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

**5-04.3(3) Equipment**

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

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.



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3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

- a. A mechanical sampling device attached to the HMA plant.
- b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

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

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

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

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

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

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture

1 installed, in good condition, and in working order. The equipment certification shall list  
2 the make, model, and year of the paver and any equipment that has been retrofitted.

3  
4 The screed shall be operated in accordance with the manufacturer's recommendations  
5 and shall effectively produce a finished surface of the required evenness and texture  
6 without tearing, shoving, segregating, or gouging the mixture. A copy of the  
7 manufacturer's recommendations shall be provided upon request by the Contracting  
8 Agency. Extensions will be allowed provided they produce the same results, including  
9 ride, density, and surface texture as obtained by the primary screed. Extensions without  
10 augers and an internally heated vibratory screed shall not be used in the Traveled Way.

11  
12 When specified in the Contract, reference lines for vertical control will be required. Lines  
13 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal  
14 control utilizing the reference line will be permitted. The grade and slope for intermediate  
15 lanes shall be controlled automatically from reference lines or by means of a mat  
16 referencing device and a slope control device. When the finish of the grade prepared for  
17 paving is superior to the established tolerances and when, in the opinion of the Engineer,  
18 further improvement to the line, grade, cross-section, and smoothness can best be  
19 achieved without the use of the reference line, a mat referencing device may be  
20 substituted for the reference line. Substitution of the device will be subject to the  
21 continued approval of the Engineer. A joint matcher may be used subject to the approval  
22 of the Engineer. The reference line may be removed after the completion of the first  
23 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
24 any of these methods are failing to provide the necessary vertical control, the reference  
25 lines will be reinstalled by the Contractor.

26  
27 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
28 accessories necessary for satisfactory operation of the automatic control equipment.

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

33  
34 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

35 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's  
36 approval, unless otherwise required by the Contract.

37  
38 Where an MTD/V is required by the Contract, the Engineer may approve paving without  
39 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
40 adjustment in cost or time is due.

41  
42 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
43 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
44 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
45 the windrow may be limited in urban areas or through intersections, at the discretion of  
46 the Engineer.

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48 To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

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

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

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

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

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

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

5  
6           Before construction of HMA on an existing paved surface, the entire surface of the  
7           pavement shall be clean. All fatty asphalt patches, grease drippings, and other  
8           objectionable matter shall be entirely removed from the existing pavement. All  
9           pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement  
10          grindings, and other foreign matter. All holes and small depressions shall be filled with an  
11          appropriate class of HMA. The surface of the patched area shall be leveled and  
12          compacted thoroughly. Prior to the application of tack coat, or paving, the condition of  
13          the surface shall be approved by the Engineer.

14  
15          A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA  
16          is to be placed or abutted; except that tack coat may be omitted from clean, newly paved  
17          surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover  
18          the existing pavement with a thin film of residual asphalt free of streaks and bare spots at  
19          a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of  
20          application shall be approved by the Engineer. A heavy application of tack coat shall be  
21          applied to all joints. For Roadways open to traffic, the application of tack coat shall be  
22          limited to surfaces that will be paved during the same working shift. The spreading  
23          equipment shall be equipped with a thermometer to indicate the temperature of the tack  
24          coat material.

25  
26          Equipment shall not operate on tacked surfaces until the tack has broken and cured. If  
27          the Contractor's operation damages the tack coat it shall be repaired prior to placement  
28          of the HMA.

29  
30          The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h  
31          emulsified asphalt may be diluted once with water at a rate not to exceed one-part water  
32          to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that  
33          it may be applied uniformly at the specified rate of application and shall not exceed the  
34          maximum temperature recommended by the emulsified asphalt manufacturer.

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

37          When the Proposal includes a pay item for crack sealing, seal cracks in accordance with  
38          Section 5-03.

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40          **5-04.3(4)B Vacant**

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42          **5-04.3(4)C Pavement Repair**

43          The Contractor shall excavate pavement repair areas and shall backfill these with HMA  
44          in accordance with the details shown in the Plans and as marked in the field. The  
45          Contractor shall conduct the excavation operations in a manner that will protect the  
46          pavement that is to remain. Pavement not designated to be removed that is damaged as  
47          a result of the Contractor's operations shall be repaired by the Contractor to the  
48          satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall

1 excavate only within one lane at a time unless approved otherwise by the Engineer. The  
2 Contractor shall not excavate more area than can be completely finished during the  
3 same shift, unless approved by the Engineer.  
4  
5 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth  
6 of 1.0 feet. The Engineer will make the final determination of the excavation depth  
7 required. The minimum width of any pavement repair area shall be 40 inches unless  
8 shown otherwise in the Plans. Before any excavation, the existing pavement shall be  
9 sawcut or shall be removed by a pavement grinder. Excavated materials will become the  
10 property of the Contractor and shall be disposed of in a Contractor-provided site off the  
11 Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.  
12  
13 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy  
14 application of tack coat shall be applied to all surfaces of existing pavement in the  
15 pavement repair area.  
16  
17 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot  
18 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished  
19 with the approval of the Engineer. Each lift shall be thoroughly compacted by a  
20 mechanical tamper or a roller.  
21  
22 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**  
23 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.  
24 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials  
25 shall be removed from stockpile(s) in a manner to ensure minimal segregation when  
26 being moved to the HMA plant for processing into the final mixture. Different aggregate  
27 sizes shall be kept separated until they have been delivered to the HMA plant.  
28  
29 **5-04.3(5)A Vacant**  
30  
31 **5-04.3(6) Mixing**  
32 After the required amount of mineral materials, asphalt binder, recycling agent and anti-  
33 stripping additives have been introduced into the mixer the HMA shall be mixed until  
34 complete and uniform coating of the particles and thorough distribution of the asphalt  
35 binder throughout the mineral materials is ensured.  
36  
37 When discharged, the temperature of the HMA shall not exceed the optimum mixing  
38 temperature by more than 25°F as shown on the reference mix design report or as  
39 approved by the Engineer. Also, when a WMA additive is included in the manufacture of  
40 HMA, the discharge temperature of the HMA shall not exceed the maximum  
41 recommended by the manufacturer of the WMA additive. A maximum water content of 2  
42 percent in the mix, at discharge, will be allowed providing the water causes no problems  
43 with handling, stripping, or flushing. If the water in the HMA causes any of these  
44 problems, the moisture content shall be reduced as directed by the Engineer.  
45  
46 Storing or holding of the HMA in approved storage facilities will be permitted with  
47 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.  
48 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be

1 disposed of by the Contractor at no expense to the Contracting Agency. The storage  
2 facility shall have an accessible device located at the top of the cone or about the third  
3 point. The device shall indicate the amount of material in storage. No HMA shall be  
4 accepted from the storage facility when the HMA in storage is below the top of the cone  
5 of the storage facility, except as the storage facility is being emptied at the end of the  
6 working shift.

7  
8 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
9 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
10 evidence of the recycled asphalt pavement not breaking down during the heating and  
11 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
12 changes have been approved by the Engineer. After the required amount of mineral  
13 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
14 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
15 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
16 ensured.

17  
18 **5-04.3(7) Spreading and Finishing**

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

23

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

29  
30 On areas where irregularities or unavoidable obstacles make the use of mechanical  
31 spreading and finishing equipment impractical, the paving may be done with other  
32 equipment or by hand.

33  
34 When more than one JMF is being utilized to produce HMA, the material produced for  
35 each JMF shall be placed by separate spreading and compacting equipment. The  
36 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA  
37 placed during a work shift shall conform to a single JMF established for the class of HMA  
38 specified unless there is a need to make an adjustment in the JMF.

39  
40 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

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46 **5-04.3(9) HMA Mixture Acceptance**

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

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

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

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

**HMA Tolerances and Adjustments**

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

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

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

For Aggregates in the mixture:

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

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

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

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

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

11  
12 b. **Asphalt Binder Content** – The Engineer may order or approve changes to  
13 asphalt binder content. The maximum adjustment from the approved mix  
14 design for the asphalt binder content shall be 0.3 percent.

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16 **5-04.3(9)A Vacant**

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18 **5-04.3(9)B Vacant**

19  
20 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

21 HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the  
22 Contracting Agency by dividing the HMA tonnage into lots.

23  
24 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

30  
31 All of the test results obtained from the acceptance samples from a given lot shall be  
32 evaluated collectively. If the Contractor requests a change to the JMF that is approved,  
33 the material produced after the change will be evaluated on the basis of the new JMF for  
34 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot  
35 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
36 after the Engineer is satisfied that material conforming to the Specifications can be  
37 produced.

38  
39 Sampling and testing for evaluation shall be performed on the frequency of one sample  
40 per subplot.

41  
42 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

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



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

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

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

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

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

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

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

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

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

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

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Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the

1 CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup  
2 samples of the existing sublots or samples from the Roadway shall be tested to provide  
3 a minimum of three sets of results for evaluation.  
4

5 **5-04.3(9)C5 Vacant**  
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7 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

8 For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated  
9 CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The  
10 NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The  
11 total job mix compliance price adjustment will be calculated as the product of the NCMF,  
12 the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.  
13

14 If a constituent is not measured in accordance with these Specifications, its individual  
15 pay factor will be considered 1.00 in calculating the CPF.  
16

17 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

18 The Contractor may request a subplot be retested. To request a retest, the Contractor  
19 shall submit a written request within 7 calendar days after the specific test results have  
20 been received. A split of the original acceptance sample will be retested. The split of the  
21 sample will not be tested with the same tester that ran the original acceptance test. The  
22 sample will be tested for a complete gradation analysis, asphalt binder content, and, at  
23 the option of the agency,  $V_a$ . The results of the retest will be used for the acceptance of  
24 the HMA in place of the original subplot sample test results. The cost of testing will be  
25 deducted from any monies due or that may come due the Contractor under the Contract  
26 at the rate of \$500 per sample.  
27

28 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

29 If sampled and tested HMA produced under Commercial Evaluation and having all  
30 constituents falling within the tolerance limits of the job mix formula shall be accepted at  
31 the unit Contract price with no further evaluation. When one or more constituents fall  
32 outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the  
33 lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate  
34 CPF. The commercial tolerance limits will be used in the calculation of the CPF and the  
35 maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the  
36 existing sublots or samples from the street shall be tested to provide a minimum of three  
37 sets of results for evaluation.  
38

39 For each lot of HMA mix produced and tested under Commercial Evaluation when the  
40 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be  
41 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by  
42 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product  
43 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of  
44 mix.  
45

46 If a constituent is not measured in accordance with these Specifications, its individual  
47 pay factor will be considered 1.00 in calculating the CPF.  
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**5-04.3(10) HMA Compaction Acceptance**

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

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

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

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

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

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

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

**Test Results**

1 For a subplot that has been tested with a nuclear density gauge that did not meet the  
2 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF  
3 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request  
4 that a core be used for determination of the relative density of the subplot. The relative  
5 density of the core will replace the relative density determined by the nuclear density  
6 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA  
7 compaction lot.

8  
9 When cores are taken by the Contracting Agency at the request of the Contractor, they  
10 shall be requested by noon of the next workday after the test results for the subplot have  
11 been provided or made available to the Contractor. Core locations shall be outside of  
12 wheel paths and as determined by the Engineer. Traffic control shall be provided by the  
13 Contractor as requested by the Engineer. Failure by the Contractor to provide the  
14 requested traffic control will result in forfeiture of the request for cores. When the CPF for  
15 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will  
16 be deducted from any monies due or that may become due the Contractor under the  
17 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the  
18 traffic control.

19

20 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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

27

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

34

35 **5-04.3(10)B HMA Compaction - Cyclic Density**

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

42

43 **5-04.3(10)C Vacant**

44

45 **5-04.3(10)D HMA Nonstatistical Compaction**

46

47 **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 be  
6 tested for acceptance. A lot is defined as the total quantity of material or work produced  
7 for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be  
8 equal to one day's production or 400 tons, whichever is less except that the final subplot  
9 will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction  
10 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 lot  
13 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
14 after the Engineer is satisfied that material conforming to the Specifications can be  
15 produced.  
16

17 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
18 other than those listed above shall be compacted on the basis of a test point evaluation  
19 of the compaction train. The test point evaluation shall be performed in accordance with  
20 instructions from the Engineer. The number of passes with an approved compaction  
21 train, required to attain the maximum test point density, shall be used on all subsequent  
22 paving.  
23

24 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel  
25 ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the  
26 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 the  
30 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 accepted  
35 at the unit Contract price with no further evaluation. When a subplot does not attain a  
36 relative density that is 92 percent of the reference maximum density, the lot shall be  
37 evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The  
38 maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will  
39 be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF  
40 lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by  
41 either a nuclear moisture-density gauge or cores will be completed as required to provide  
42 a minimum of three tests for evaluation.  
43

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

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

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

**5-04.3(12) Joints**

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

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

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

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

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

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

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

1 steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be  
2 uniformly compacted.

3

4 **5-04.3(12)B Bridge Paving Joint Seals**

5 Bridge Paving Joint Seals shall be in accordance with Section 5-03.

6

7 **5-04.3(13) Surface Smoothness**

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

14

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

18

- 19 1. Removal of material from high places by grinding with an approved grinding  
20 machine, or
- 21
- 22 2. Removal and replacement of the wearing course of HMA, or
- 23
- 24 3. By other method approved by the Engineer.
- 25

26

27 Correction of defects shall be carried out until there are no deviations anywhere greater  
28 than the allowable tolerances.

29

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

36

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

42

43 Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-  
44 Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the  
45 Engineer prior to the start of paving.

46

46 **5-04.3(14) Planing Bituminous Pavement**



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

4  
5 Where planing an existing pavement is specified in the Contract, the Contractor must  
6 remove existing surfacing material and to reshape the surface to remove irregularities.  
7 The finished product must be a prepared surface acceptable for receiving an HMA  
8 overlay.

9  
10 Use the cold milling method for planing unless otherwise specified in the Contract. Do  
11 not use the planer on the final wearing course of new HMA.

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

18  
19 Repair or replace any metal castings and other surface improvements damaged by  
20 planing, as determined by the Engineer.

21  
22 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a  
23 minimum of 4 inches of curb reveal after placement and compaction of the final wearing  
24 course. The dimensions of the wedge must be as shown on the Drawings or as specified  
25 by the Engineer.

26  
27 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces  
28 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line  
29 with vertical faces 2 inches or more in height, producing a smooth transition to the  
30 existing adjoining pavement.

31  
32 After planing is complete, planed surfaces must be swept, cleaned, and if required by the  
33 Contract, patched and preleveled.

34  
35 The Engineer may direct additional depth planing. Before performing this additional  
36 depth planing, the Contractor must conduct a hidden metal in pavement detection survey  
37 as specified in Section 5-04.3(14)A.

38  
39 **5-04.3(14)A Pre-Planing Metal Detection Check**

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

43  
44 Should such metal be identified, promptly notify the Engineer.

45  
46 See Section 1-07.16(1) regarding the protection of survey monumentation that may be  
47 hidden in pavement.

1  
2 The Contractor is solely responsible for any damage to equipment resulting from the  
3 Contractor's failure to conduct a pre-planing metal detection survey, or from the  
4 Contractor's failure to notify the Engineer of any hidden metal that is detected.  
5

6 **5-04.3(14)B Paving and Planing Under Traffic**  
7

8 **5-04.3(14)B1 General**

9 In addition, the requirements of Section 1-07.23 and the traffic controls required in  
10 Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the  
11 Contractor must comply with the following:  
12

13 1. Intersections:  
14

15 a. Keep intersections open to traffic at all times, except when paving or planing  
16 operations through an intersection requires closure. Such closure must be kept  
17 to the minimum time required to place and compact the HMA mixture, or plane  
18 as appropriate. For paving, schedule such closure to individual lanes or portions  
19 thereof that allows the traffic volumes and schedule of traffic volumes required in  
20 the approved traffic control plan. Schedule work so that adjacent intersections  
21 are not impacted at the same time and comply with the traffic control restrictions  
22 required by the Traffic Engineer. Each individual intersection closure or partial  
23 closure must be addressed in the traffic control plan, which must be submitted to  
24 and accepted by the Engineer, see Section 1-10.2(2).  
25

26 b. When planing or paving and related construction must occur in an  
27 intersection, consider scheduling and sequencing such work into quarters of the  
28 intersection, or half or more of an intersection with side street detours. Be  
29 prepared to sequence the work to individual lanes or portions thereof.  
30

31 c. Should closure of the intersection in its entirety be necessary, and no trolley  
32 service is impacted, keep such closure to the minimum time required to place  
33 and compact the HMA mixture, plane, remove asphalt, tack coat, and as  
34 needed.  
35

36 d. Any work in an intersection requires advance warning in both signage and a  
37 number of Working Days advance notice as determined by the Engineer, to alert  
38 traffic and emergency services of the intersection closure or partial closure.  
39

40 e. Allow new compacted HMA asphalt to cool to ambient temperature before  
41 any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until  
42 approval has been obtained from the Engineer.  
43

44 2. Temporary centerline marking, post-paving temporary marking, temporary stop  
45 bars, and maintaining temporary pavement marking must comply with Section  
46 8-23.  
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3. Permanent pavement marking must comply with Section 8-22.

**5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan**

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.

- 1 7. Description (geometric or narrative) of the scheduled sequence of planing and of  
2 paving and intended area of planing and of paving for each day's work, must  
3 include the directions of proposed planing and of proposed paving, sequence of  
4 adjacent lane paving, sequence of skipped lane paving, intersection planing and  
5 paving scheduling and sequencing, and proposed notifications and coordinations  
6 to be timely made. The plan must show HMA joints relative to the final pavement  
7 marking lane lines.
- 8
- 9 8. Names, job titles, and contact information for field, office, and plant supervisory  
10 personnel.
- 11
- 12 9. A copy of the approved Mix Designs.
- 13
- 14 10. Tonnage of HMA to be placed each day.
- 15
- 16 11. Approximate times and days for starting and ending daily operations.
- 17

18 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

19 At least 2 Working Days before the first paving operation and the first planing operation,  
20 or as scheduled by the Engineer for future paving and planing operations to ensure the  
21 Contractor has adequately prepared for notifying and coordinating as required in the  
22 Contract, the Contractor must be prepared to discuss that day's operations as they relate  
23 to other entities and to public safety and convenience, including driveway and business  
24 access, garbage truck operations, transit operations and working around energized  
25 overhead wires, school and nursing home and hospital and other accesses, other  
26 Contractors who may be operating in the area, pedestrian and bicycle traffic, and  
27 emergency services. The Contractor, and Subcontractors that may be part of that day's  
28 operations, must meet with the Engineer and discuss the proposed operation as it  
29 relates to the submitted planing plan and paving plan, approved traffic control plan, and  
30 public convenience and safety. Such discussion includes, but is not limited to:

- 31
- 32 1. General for both the Paving and Planing:
- 33
- 34 a. The actual times of starting and ending daily operations.
- 35
- 36 b. In intersections, how to break up the intersection, and address traffic control  
37 and signalization for that operation, including use of peace officers.
- 38
- 39 c. The sequencing and scheduling of paving operations and of planing operations,  
40 as applicable, as it relates to traffic control, public convenience and safety, and  
41 other Contractors who may operate in the Project limits.
- 42
- 43 d. Notifications required of Contractor activities and coordinating with other entities  
44 and the public as necessary.
- 45
- 46 e. Description of the sequencing of installation and types of temporary pavement  
47 markings as it relates to planning and paving.

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- f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
  - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
  - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
  - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
  - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
  - b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
  - c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
  - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
  - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

INFORMATIONAL ONLY

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

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

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

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

1 **5-04.4 Measurement**

2 HMA Cl. \_\_\_ PG \_\_\_, HMA for \_\_\_ Cl. \_\_\_ PG \_\_\_, and Commercial HMA will  
3 be measured by the ton in accordance with Section 1-09.2, with no deduction being  
4 made for the weight of asphalt binder, mineral filler, or any other component of the  
5 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-  
6 04.3(11), the material removed will not be measured.

7

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

9

10 Pavement repair excavation will be measured by the square yard of surface marked prior  
11 to excavation.

12

13 Planing bituminous pavement will be measured by the square yard.

14

15 **5-04.5 Payment**

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

18

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

20

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

22

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

24

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

26

27 "Commercial HMA" per ton.

28

29 The unit Contract price per ton for "HMA Cl. \_\_\_ PG \_\_\_", "HMA for Approach Cl.  
30 \_\_\_ PG \_\_\_", "HMA for Preleveling Cl. \_\_\_ PG \_\_\_", "HMA for Pavement Repair Cl.  
31 \_\_\_ PG \_\_\_", and "Commercial HMA" shall be full compensation for all costs,  
32 including anti-stripping additive, incurred to carry out the requirements of Section 5-  
33 04 except for those costs included in other items which are included in this  
34 Subsection and which are included in the Proposal.

35

36

37 "Pavement Repair Excavation Incl. Haul", per square yard.

38

39 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"  
40 shall be full payment for all costs incurred to perform the Work described in Section  
41 5-04.3(4) with the exception, however, that all costs involved in the placement of  
42 HMA shall be included in the unit Contract price per ton for "HMA for Pavement  
43 Repair Cl. \_\_\_ PG \_\_\_", per ton.

44

45 "Asphalt for Prime Coat", per ton.

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The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

“Prime Coat Agg.”, per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

“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).

“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 Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

“Cyclic Density Price Adjustment”, by calculation.

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

**Division 8  
Miscellaneous Construction**

**Erosion Control and Water Pollution Control**

***General***

Section 8-01.3(1) is supplemented with the following:

1 (\*\*\*\*\*)

2 (April 1, 2002)

3 **Side Slope Treatment**

4 CSBC treated side slopes shall be compacted within 2 days of exposure of a new  
5 section of shoulder rock placement against the vertical edge of the new shoulder  
6 pavement and CSBS placed on the ditch side slope.  
7  
8

9 **Guardrail**

10

11 **Description**

12 Section 8-11.1 is supplemented with the following:  
13

14 (\*\*\*\*\*)

15 Removing Guardrail and Guardrail Anchor

16

17 Removing guardrail anchor shall conform to 8-11.3(1)D of the 2024 Standard  
18 Specifications.  
19

20 **Measurement**

21 Section 8-11.4 is supplemented with the following:  
22

23 (\*\*\*\*\*)

24 There is no separate measurement for the removal of guardrail anchors.  
25

26 **Payment**

27 Section 8-11.5 is supplemented with the following:  
28

29 (\*\*\*\*\*)

30 Payment for removing guardrail anchor shall be considered incidental and payment will  
31 be included in beam guardrail removal.  
32  
33

34 **Monument Cases**

35

36 **Description**

37 Section 8-13.1 is deleted and replaced by the following:  
38

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

40 This work shall consist of furnishing and placing monument cases, covers, and pipes in  
41 accordance with the standard Plans and these specifications, in conformity with the lines  
42 and locations shown in the plans or as staked by the engineer.  
43

44 **Materials**

45 Section 8-13.2 is supplemented with the following:  
46

47 (\*\*\*\*\*)

48 The pipe shall be schedule 40 galvanized pipe



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**Construction Requirements**

The last paragraph of section 8-13.3 is revised to read:

(\*\*\*\*\*)

The Engineer will be responsible for placing the concrete core and tack or wire inside the pipe.

**Measurement**

Section 8-13.4 is deleted and replaced by the following:

(\*\*\*\*\*)

Measurement of monument case, cover, and pipe will be by the unit for each monument case, cover, and pipe furnished and set.

**Payment**

Section 8-13.5 is supplemented with the following:

(\*\*\*\*\*)

“Monument case, cover, and pipe”, per each.

**Construction Requirements**

Section 8-22.3(3) is supplemented with the following:

(\*\*\*\*\*)

When space required between 4” longitudinal lines, the space shall be 5” (4”-5”-4”).

Section 8-22.3(3)G, Paragraph 2 is revised to read:

(\*\*\*\*\*)

Glass beads shall be applied to 10 or 15 mil thick paint at a minimum application rate of 6 pounds per gallon of paint. For plastic pavement markings, glass bead type and application rate shall be as recommended by the marking material manufacturer.

**(February 26, 2024)**

**Standard Plans**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective October 23, 2023, is made a part of this contract.

The Standard Plans are revised as follows:

A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table):  
The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The “1/4” callout is revised to read “+/- 1/4” (SEE CONTRACT ~ Note: The + 1/4” installation is shown in the Section A view)”

A-40.20

Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

- 1 1. Use the ½ inch joint details for bridges with expansion length less than 100  
2 feet and for bridges with L type abutments. Use the 1 inch joint details for  
3 other applications.  
4 2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge  
5 deck panels.  
6 3. For details 1, 2, 3, and 4, the item “HMA Joint Seal at Bridge End” shall be  
7 used for payment. For details 5 and 6, the item “HMA Joint Seal at Bridge  
8 Deck Panel Joint” shall be used for payment. For detail 7, the item “Clean  
9 and Seal Bridge Deck Panel Joint” shall be used for payment.

10 Sheet 2, Detail 8 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

11  
12 A-60.40

13 Note 2 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

14  
15 B-90.40

16 Valve Detail – DELETED

17  
18 C-60.10

19 Sheet 1 of 2, Side view, add new callout pointing to the outer edges of the 3” x 12” lifting  
20 slots at bottom of barrier. New callout reads “PERMISSIBLE 3/4” CHAMFER.”

21 Sheet 1 of 2, Side view, add 2-inch diameter lifting holes centered 32” from each end of  
22 the barrier and 15” from the top face (2 lifting holes total). Add new callout pointing to the  
23 new lifting holes. New callout reads “PERMISSIBLE 2” DIAM. LIFTING HOLE”

24  
25 C-85.11

26 On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is  
27 revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND  
28 COLUMN (TYP.)”

29  
30 D-3.10

31 Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC  
32 BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-  
33 3.15” is revised to read: “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE  
34 CONTRACT PLANS”

35 Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER.  
36 USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised  
37 to read: “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

38  
39 D-3.11

40 Sheet 1, Typical Section, callout – ““B” BRIDGE APPROACH SLAB (SEE BRIDGE  
41 PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD  
42 PLANS D-3.15 OR D-3.16” is revised to read; “B” BRIDGE APPROACH SLAB OR  
43 MOMENT SLAB (SEE CONTRACT PLANS)

44 Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB  
45 (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE  
46 STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON  
47 BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

48  
49 D-10.10

50 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
51 barriers attached on top of the wall are considered non-standard and shall be designed

1 in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions  
2 stated in the 11/3/15 Bridge Design memorandum.  
3  
4 D-10.15  
5 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
6 barriers attached on top of the wall are considered non-standard and shall be designed  
7 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15  
8 Bridge Design memorandum.  
9  
10 D-10.30  
11 Wall Type 5 may be used in all cases.  
12  
13 D-10.35  
14 Wall Type 6 may be used in all cases.  
15  
16 D-10.40  
17 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
18 barriers attached on top of the wall are considered non-standard and shall be designed  
19 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15  
20 Bridge Design memorandum.  
21  
22 D-10.45  
23 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
24 barriers attached on top of the wall are considered non-standard and shall be designed  
25 in accordance with the current WSDOT BDM and the revisions stated in the revisions  
26 stated in the 11/3/15 Bridge Design memorandum.  
27  
28 F-10.18  
29 Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3".  
30 - DELETED  
31  
32 J-10.10  
33 Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' –  
34 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"  
35 Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:, "first bullet" item, "-  
36 SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED  
37 TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL  
38 STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"  
39  
40 J-10.16  
41 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
42  
43 J-10.17  
44 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
45  
46 J-10.18  
47 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
48  
49 J-20.26  
50 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton  
51 post."  
52

1 J-20.16  
2 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE  
3  
4 J-21.10  
5 Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR  
6 BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY” IS  
7 REVISED TO READ: “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR  
8 REQ'D. PER ASSEMBLY”  
9 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top  
10 of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)”  
11 from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation  
12 to find 2 # 4 reinf. Bar.  
13 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top  
14 of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from  
15 the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find  
16 1 # 4 reinf. Bar.  
17 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top  
18 of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from  
19 the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find  
20 2 # 4 reinf. Bar.  
21 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top  
22 of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from  
23 the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find  
24 1 # 4 reinf. Bar.  
25 Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN) Diam. Torque Clamping  
26 Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN) Diam.  
27 Torque Clamping Bolts (see Note 1)”  
28 Detail F, callout, “¾” (IN) x 2' – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is  
29 revised to read; “¾” (IN) x 2' – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”  
30  
31 J-21.15  
32 Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE  
33 NIPPLE ~ 1 ½” (IN) DIAM.  
34  
35 J-21.16  
36 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE  
37  
38 J-22.15  
39 Ramp Meter Signal Standard, elevation, dimension 4' - 6” is revised to read; 6'-0”  
40 (2X) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE  
41 NIPPLE ~ 1 ½” (IN) DIAM.  
42  
43 J-40.10  
44 Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S.  
45 FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2”  
46 (IN) S. S. FLAT WASHER”  
47  
48 J-40.36  
49 Note 1, second sentence; “Finish shall be # 2B for backbox and # 4 for the cover.” Is  
50 revised to read; “Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and  
51 Pickled) for the cover.  
52

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 Annealed and  
4 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 with  
9 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel  
10 bands and associated hardware."  
11

12 J-75.55  
13 Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20  
14

15 L-5.10  
16 Sheet 1, General Note 8, third sentence – was; "For traffic barrier having no deflection  
17 distance, the fence shall be placed a minimum horizontal distance of 3' – 6' as measured  
18 form the top front face of the barrier." Is revised to read; "For traffic barrier having no  
19 deflection distance, the fence shall be placed a minimum horizontal distance of 2' – 6" as  
20 measured form the top front face of the barrier."  
21

22 Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout – "128 deg." is  
23 revised to read: "123 deg.", callout – "51 deg." is revised to read: "57 deg."  
24

25 M-40.10  
26 Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE  
27 NOTE 5)"  
28

29 The following are the Standard Plan numbers applicable at the time this project was  
30 advertised. The date shown with each plan number is the publication approval date  
31 shown in the lower right-hand corner of that plan. Standard Plans showing different dates  
32 shall not be used in this contract.  
33

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-40.00-01..... 7/6/22	A-50.40-01..... 8/17/21
A-10.30-00..... 10/5/07	A-40.10-04..... 7/31/19	A-60.10-03..... 12/23/14
A-20.10-00..... 8/31/07	A-40.15-00..... 8/11/09	A-60.20-03..... 12/23/14
A-30.10-00..... 11/8/07	A-40.20-04..... 1/18/17	A-60.30-01..... 6/28/18
A-30.30-01..... 6/16/11	A-40.50-03..... 9/12/23	A-60.40-00..... 8/31/07
34		
B-5.20-03..... 9/9/20	B-30.50-03 ..... 2/27/18	B-75.20-03 ..... 8/17/21
B-5.40-02..... 1/26/17	B-30.60-00 ..... 9/9/20	B-75.50-02 ..... 3/15/22
B-5.60-02..... 1/26/17	B-30.40-03 ..... 2/27/18	B-70.60-01 ..... 1/26/17
B-10.20-03..... 8/23/23	B-30.70-04 ..... 2/27/18	B-75.60-00 ..... 6/8/06
B-10.40-02..... 8/17/21	B-30.80-01 ..... 2/27/18	B-80.20-00 ..... 6/8/06
B-10.70-03..... 8/23/23	B-30.90-02 ..... 1/26/17	B-80.40-00 ..... 6/1/06
B-15.20-01..... 2/7/12	B-35.20-00 ..... 6/8/06	B-85.10-01 ..... 6/10/08
B-15.40-01..... 2/7/12	B-35.40-01 ..... 8/23/23	B-85.20-00 ..... 6/1/06
B-15.60-02..... 1/26/17	B-40.20-00 ..... 6/1/06	B-85.30-00 ..... 6/1/06
B-20.20-02..... 3/16/12	B-40.40-02 ..... 1/26/17	B-85.40-00 ..... 6/8/06
B-20.40-04..... 2/27/18	B-45.20-01 ..... 7/11/17	B-85.50-01 ..... 6/10/08

	B-20.60-03..... 3/15/12	B-45.40-01 ..... 7/21/17	B-90.10-00 ..... 6/8/06
	B-25.20-02..... 2/27/18	B-50.20-00 ..... 6/1/06	B-90.20-00 ..... 6/8/06
	B-25.60-03..... 8/23/23	B-55.20-03 ..... 8/17/21	B-90.30-00 ..... 6/8/06
	B-30.05-00..... 9/9/20	B-60.20-02 ..... 9/9/20	B-90.40-01 ..... 1/26/17
	B-30.10-03..... 2/27/18	B-60.40-01 ..... 2/27/18	B-90.50-00 ..... 6/8/06
	B-30.15-00..... 2/27/18	B-65.20-01 ..... 4/26/12	B-95.20-02 ..... 8/17/21
	B-30.20-04..... 2/27/18	B-65.40-00 ..... 6/1/06	B-95.40-01 ..... 6/28/18
	B-30.30-03..... 2/27/18	B-70.20-01 ..... 3/15/22	
1	C-1..... 9/8/22	C-22.40-10 ..... 10/16/23	C-60.70-01 ..... 9/8/22
	C-1b..... 10/12/23	C-22.45-06 ..... 9/8/22	C-60.80-01 ..... 9/8/22
	C-1d..... 10/31/03	C-23.70-01 ..... 10/16/23	C-70.15-00 ..... 8/17/21
	C-2c..... 8/12/19	C-24.10-04 ..... 10/16/23	C-70.10-04 ..... 10/16/23
	C-4f..... 8/12/19	C-24.15-00 ..... 3/15/22	C-75.10-02 ..... 9/16/20
	C-6a..... 9/8/22	C-25.20-07 ..... 8/20/21	C-75.20-03 ..... 8/20/21
	C-7..... 9/8/22	C-25.22-06 ..... 8/20/21	C-75.30-03 ..... 8/20/21
	C-7a..... 9/8/22	C-25.26-05 ..... 8/20/21	C-80.10-03 ..... 10/16/23
	C-20.10-09 ..... 10/12/23	C-25.30-01 ..... 8/20/21	C-80.20-01 ..... 6/11/14
	C-20.14-05 ..... 9/8/22	C-25.80-05 ..... 8/12/19	C-80.30-02 ..... 8/20/21
	C-20.15-03 ..... 10/12/23	C-60.10-03 ..... 10/16/23	C-80.40-01 ..... 6/11/14
	C-20.18-04 ..... 9/8/22	C-60.15-00 ..... 8/17/21	C-85.10-00 ..... 4/8/12
	C-20.40-10 ..... 10/12/23	C-60.20-01 ..... 9/8/22	C-85.11-01 ..... 9/16/20
	C-20.41-04 ..... 8/22/22	C-60.30-01 ..... 8/17/21	C-85.15-03 ..... 10/17/23
	C-20.42-06 ..... 10/12/23	C-60.40-00 ..... 8/17/21	C-85.18-03 ..... 9/8/22
	C-20.43-00 ..... 8/22/22	C-60.45-00 ..... 8/17/21	C-81.10-00 ..... 9/12/23
	C-20.45.03 ..... 9/8/22	C-60.50-00 ..... 8/17/21	C-81.15-00 ..... 9/12/23
	C-22.16-08 ..... 10/17/23	C-60.60-00 ..... 8/17/21	
2	D-2.36-03 ..... 6/11/14	D-3.11-03 ..... 6/11/14	D-10.25-01 ..... 8/7/19
	D-2.46-02 ..... 8/13/21	D-4 ..... 12/11/98	D-10.30-00 ..... 7/8/08
	D-2.84-00 ..... 11/10/05	D-6 ..... 6/19/98	D-10.35-00 ..... 7/8/08
	D-2.92-01 ..... 4/26/22	D-10.10-01 ..... 12/2/08	D-10.40-01 ..... 12/2/08
	D-3.09-00 ..... 5/17/12	D-10.15-01 ..... 12/2/08	D-10.45-01 ..... 12/2/08
	D-3.10-01 ..... 5/29/13	D-10.20-01 ..... 8/7/19	D-20.10-00 ..... 10/9/23
3	E-1 ..... 2/21/07	E-4 ..... 8/27/03	E-20.10-00 ..... 9/12/23
	E-2 ..... 5/29/98	E-4a ..... 8/27/03	E-20.20-00 ..... 10/4/23
4	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-10.18-03 ..... 3/28/22	F-30.10-04 ..... 9/25/20	F-45.10-04 ..... 10/16/23
	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	
5	G-10.10-00 ..... 9/20/07	G-24.50-05 ..... 8/7/19	G-90.10-03 ..... 7/11/17
	G-20.10-03 ..... 8/20/21	G-24.60-05 ..... 6/28/18	G-90.20-05 ..... 7/11/17
	G-22.10-04 ..... 6/28/18	G-25.10-05 ..... 9/16/20	G-90.30-04 ..... 7/11/17
	G-24.10-00 ..... 11/8/07	G-26.10-00 ..... 7/31/19	G-95.10-02 ..... 6/28/18
	G-24.20-01 ..... 2/7/12	G-30.10-04 ..... 6/23/15	G-95.20-03 ..... 6/28/18
	G-24.30-02 ..... 6/28/18	G-50.10-03 ..... 6/28/18	G-95.30-03 ..... 6/28/18
	G-24.40-07 ..... 6/28/18		

Special Provisions

CRP 2051, Shelton Matlock Road Shoulder Safety Improvement Project  
 Shelton Matlock Road (#90100, MP 1.76 – MP 7.67)

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-50.20-02 ..... 7/6/22
I-30.15-02 ..... 3/22/13	I-30.40-02 ..... 6/12/19	I-60.10-01 ..... 6/10/13
I-30.16-01 ..... 7/11/19	I-30.60-02 ..... 6/12/19	I-60.20-01 ..... 6/10/13
I-30.17-01 ..... 6/12/19	I-40.10-00 ..... 9/20/07	I-80.10-02 ..... 7/15/16

3

J-05.50-00 ..... 8/30/22	J-26.20-01 ..... 6/28/18	J-50.10-01 ..... 7/31/19
J-10 ..... 7/18/97	J-27.10-01 ..... 7/21/16	J-50.11-02 ..... 7/31/19
J-10.10-04 ..... 9/16/20	J-27.15-00 ..... 3/15/12	J-50.12-02 ..... 8/7/19
J-10.12-00 ..... 9/16/20	J-28.01-00 ..... 8/30/22	J-50.13-01 ..... 8/30/22
J-10.14-00 ..... 9/16/20	J-28.10-02 ..... 8/7/19	J-50.15-01 ..... 7/21/17
J-10.15-01 ..... 6/11/14	J-28.22-00 ..... 8/07/07	J-50.16-01 ..... 3/22/13
J-10.16-02 ..... 8/18/21	J-28.24-02 ..... 9/16/20	J-50.18-00 ..... 8/7/19
J-10.17-02 ..... 8/18/21	J-28.26-01 ..... 12/02/08	J-50.19-00 ..... 8/7/19
J-10.18-02 ..... 8/18/21	J-28.30-03 ..... 6/11/14	J-50.20-00 ..... 6/3/11
J-10.20-04 ..... 8/18/21	J-28.40-02 ..... 6/11/14	J-50.25-00 ..... 6/3/11
J-10.21-02 ..... 8/18/21	J-28.42-01 ..... 6/11/14	J-50.30-00 ..... 6/3/11
J-10.22-03 ..... 10/4/23	J-28.43-01 ..... 6/28/18	J-60.05-01 ..... 7/21/16
J-10.25-00 ..... 7/11/17	J-28.45-03 ..... 7/21/16	J-60.11-00 ..... 5/20/13
J-10.26-00 ..... 8/30/22	J-28.50-03 ..... 7/21/16	J-60.12-00 ..... 5/20/13
J-12.15-00 ..... 6/28/18	J-28.60-03 ..... 8/27/21	J-60.13-00 ..... 6/16/10
J-12.16-00 ..... 6/28/18	J-28.70-04 ..... 8/30/22	J-60.14-01 ..... 7/31/19
J-15.10-01 ..... 6/11/14	J-29.10-02 ..... 8/26/22	J-75.10-02 ..... 7/10/15
J-15.15-02 ..... 7/10/15	J-29.15-01 ..... 7/21/16	J-75.20-01 ..... 7/10/15
J-20.01-00 ..... 8/30/22	J-29.16-02 ..... 7/21/16	J-75.30-02 ..... 7/10/15
J-20.10-05 ..... 10/4/23	J-30.10-01 ..... 8/26/22	J-75.50-00 ..... 8/30/22
J-20.11-03 ..... 7/31/19	J-40.01-00 ..... 8/30/22	J-75.55-00 ..... 8/30/22
J-20.15-03 ..... 6/30/14	J-40.05-00 ..... 7/21/16	J-80.05-00 ..... 8/30/22
J-20.16-02 ..... 6/30/14	J-40.10-04 ..... 4/28/16	J-80.10-01 ..... 8/18/21
J-20.20-02 ..... 5/20/13	J-40.20-03 ..... 4/28/16	J-80.12-00 ..... 8/18/21
J-20.26-01 ..... 7/12/12	J-40.30-04 ..... 4/28/16	J-80.15-00 ..... 6/28/18
J-21.10-04 ..... 6/30/14	J-40.35-01 ..... 5/29/13	J-81.10-02 ..... 8/18/21
J-21.15-01 ..... 6/10/13	J-40.36-02 ..... 7/21/17	J-81.12-00 ..... 9/3/21
J-21.16-01 ..... 6/10/13	J-40.37-02 ..... 7/21/17	J-84.05-00 ..... 8/30/22
J-21.17-01 ..... 6/10/13	J-40.38-01 ..... 5/20/13	J-86.10-00 ..... 6/28/18
J-21.20-01 ..... 6/10/13	J-40.39-00 ..... 5/20/13	J-90.10-03 ..... 6/28/18
J-22.15-02 ..... 7/10/15	J-40.40-02 ..... 7/31/19	J-90.20-03 ..... 6/28/18
J-22.16-03 ..... 7/10/15	J-45.36-00 ..... 7/21/17	J-90.21-02 ..... 6/28/18
J-26.10-03 ..... 7/21/16	J-50.05-00 ..... 7/21/17	J-90.50-00 ..... 6/28/18
J-26.15-01 ..... 5/17/12		

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K-70.20-01 ..... 6/1/16	K-80.32-00 ..... 8/17/21	K-80.35-01 ..... 9/16/20
K-80.10-02 ..... 9/25/20	K-80.34-00 ..... 8/17/21	K-80.37-01 ..... 9/16/20

5

L-5.10-01 ..... 7/17/23	L-20.10-03 ..... 7/14/15	L-40.20-02 ..... 6/21/12
L-5.15-00 ..... 9/19/22	L-30.10-02 ..... 6/11/14	L-70.10-01 ..... 5/21/08
L-10.10-02 ..... 6/21/12	L-40.15-01 ..... 6/16/11	L-70.20-01 ..... 5/21/08

Special Provisions

CRP 2051, Shelton Matlock Road Shoulder Safety Improvement Project  
Shelton Matlock Road (#90100, MP 1.76 – MP 7.67)

1

M-1.20-04 .....	9/25/20	M-9.60-00.....	2/10/09	M-24.66-00.....	7/11/17
M-1.40-03 .....	9/25/20	M-11.10-04 .....	8/2/22	M-40.10-04.....	10/17/23
M-1.60-03 .....	9/25/20	M-12.10-03.....	8/2/22	M-40.20-00.....	10/12/07
M-1.80-03 .....	6/3/11	M-15.10-02.....	7/17/23	M-40.30-01.....	7/11/17
M-2.20-03 .....	7/10/15	M-17.10-02.....	7/3/08	M-40.40-00.....	9/20/07
M-2.21-00 .....	7/10/15	M-20.10-04.....	8/2/22	M-40.50-00.....	9/20/07
M-3.10-04 .....	9/25/20	M-20.20-02.....	4/20/15	M-40.60-00.....	9/20/07
M-3.20-04 .....	8/2/22	M-20.30-04.....	2/29/16	M-60.10-01.....	6/3/11
M-3.30-04 .....	9/25/20	M-20.40-03.....	6/24/14	M-60.20-03.....	8/17/21
M-3.40-04 .....	9/25/20	M-20.50-02.....	6/3/11	M-65.10-03.....	8/17/21
M-3.50-03 .....	9/25/20	M-24.20-02.....	4/20/15	M-80.10-01.....	6/3/11
M-5.10-03 .....	9/25/20	M-24.40-02.....	4/20/15	M-80.20-00.....	6/10/08
M-7.50-01 .....	1/30/07	M-24.60-04.....	6/24/14	M-80.30-00.....	6/10/08
M-9.50-02 .....	6/24/14	M-24.65-00.....	7/11/17		

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INFORMATIONAL ONLY



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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension, debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action, as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for Department action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or



mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: WA20240001 03/08/2024  
 Superseded General Decision Number: WA20230001  
 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)(1).

<p>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:</p>	<p>. Executive Order 14026 generally applies to the contract.          . The contractor must pay all covered workers at least \$17.20 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 2024.</p>
<p>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:</p>	<p>. Executive Order 13658 generally applies to the contract.          . The contractor must pay all covered workers at least \$12.90 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 2024.</p>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2024
<b>3</b>	<b>03/08/2024</b>

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAN, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHAKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIVERS.....	\$ 44.97	16.87

DEPTH PAY:  
 50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET  
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET  
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):  
 Zone 2 - \$0.85  
 Zone 3 - 1.25  
 Zone 4 - 1.70  
 Zone 5 - 2.00  
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)



ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities  
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities  
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities  
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.  
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities  
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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 CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Pringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL ALL PILING.....	\$ 49.58	19.01

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

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 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 AND PILEDRIVER 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.

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CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:  
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR PRESOTE TREATED MATERIAL, ALL PILING.....	\$ 49.58	19.01

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

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 ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KISAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 76.99	28.60
ELECTRICIAN.....	\$ 69.99	28.39

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 \* ELEC0048-001 01/01/2024

CLARK, KLECKLAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
<b>ELECTRICIAN.....</b>	<b>\$ 60.50</b>	<b>28.64</b>

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 01/01/2024

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
<b>ELECTRICIAN.....</b>	<b>\$ 60.50</b>	<b>28.64</b>

\* ELEC0073-001 08/01/2023

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
<b>ELECTRICIAN.....</b>	<b>\$ 47.55</b>	<b>16.03</b>

\* ELEC0076-002 02/02/2024

**GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES**

	Rates	Fringes
<b>CABLE SPLICER.....</b>	<b>\$ 64.38</b>	<b>25.64</b>
<b>ELECTRICIAN.....</b>	<b>\$ 58.53</b>	<b>25.47</b>

ELEC0112-005 06/01/2022

ASOTEN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

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 ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

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 ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.30

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 ENGI0302-003 06/01/2023

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.....	\$ 54.93	25.57
Group 1AA.....	\$ 55.75	25.57
Group 1AAA.....	\$ 56.54	25.57
Group 1.....	\$ 54.13	25.57
Group 2.....	\$ 53.42	25.57
Group 3.....	\$ 52.83	25.57
Group 4.....	\$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):

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

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Ganaco 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.

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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 attachments, 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, Hoy 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); Signaller (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar, on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vector guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)  
 180 ft to 250 ft \$ .50 over scale  
 Over 250 ft \$ .80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

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 ENGI0612-001 06/01/2023

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.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):  
 Zone 2 (26-45 radius miles) = \$1.00  
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
 (including jib with attachments); Crane-overhead, bridge  
 type, 100 tons and over; Tower crane up to 175 ft in height  
 base to boom; Loaders-overhead, 8 yards and over; Shovels,  
 excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft  
 of boom (including jib with attachments); Crane-overhead,  
 bridge type, 45 tons thru 99 tons; Derricks of 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, D410; 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;  
 Pile-driver (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.

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 ENGI0612-012 06/01/2023

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.....	\$ 54.85	25.07
GROUP 1AA.....	\$ 55.67	25.07
GROUP 1AAA.....	\$ 56.45	25.07
GROUP 1.....	\$ 54.05	25.07
GROUP 2.....	\$ 53.36	25.07
GROUP 3.....	\$ 52.75	25.07
GROUP 4.....	\$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):

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

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes- 200 tons to 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-lift 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, stake-rop; 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.

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 ENGI0701-002 01/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):  
 Zone 2 - \$3.00  
 Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plant and or Wet Mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

## Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

## Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise when used in construction work; Wheel Excavator any size

## Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

## Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, gas 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, Rugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman, Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,  
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,  
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0086-004 01/02/2023

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,  
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.90	32.57

INFORMATIONAL ONLY

\* LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
<b>LABORER (A-1)</b>		
<b>GROUP 1</b> .....	<b>\$ 30.88</b>	<b>15.70</b>
<b>GROUP 2</b> .....	<b>\$ 33.72</b>	<b>15.70</b>
<b>GROUP 3</b> .....	<b>\$ 34.03</b>	<b>15.70</b>
<b>GROUP 4</b> .....	<b>\$ 34.33</b>	<b>15.70</b>
<b>GROUP 5</b> .....	<b>\$ 34.64</b>	<b>15.70</b>
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60
GROUP 5.....	\$ 37.64	15.60

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 Feeder; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)



\* LABO0238-006 06/01/2023

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
<b>Hod Carrier.....</b>	<b>\$ 34.97</b>	<b>15.70</b>

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.51	13.90

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

- 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; Nozzelman (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 gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC  
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
ZONE 2 - \$1.00  
ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window  
Washer/Cleaner (detail clean-up, such as but not limited to  
cleaning floors, ceilings, walls, windows, etc., prior to  
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;  
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

INFORMATIONAL ONLY

LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$1.00  
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

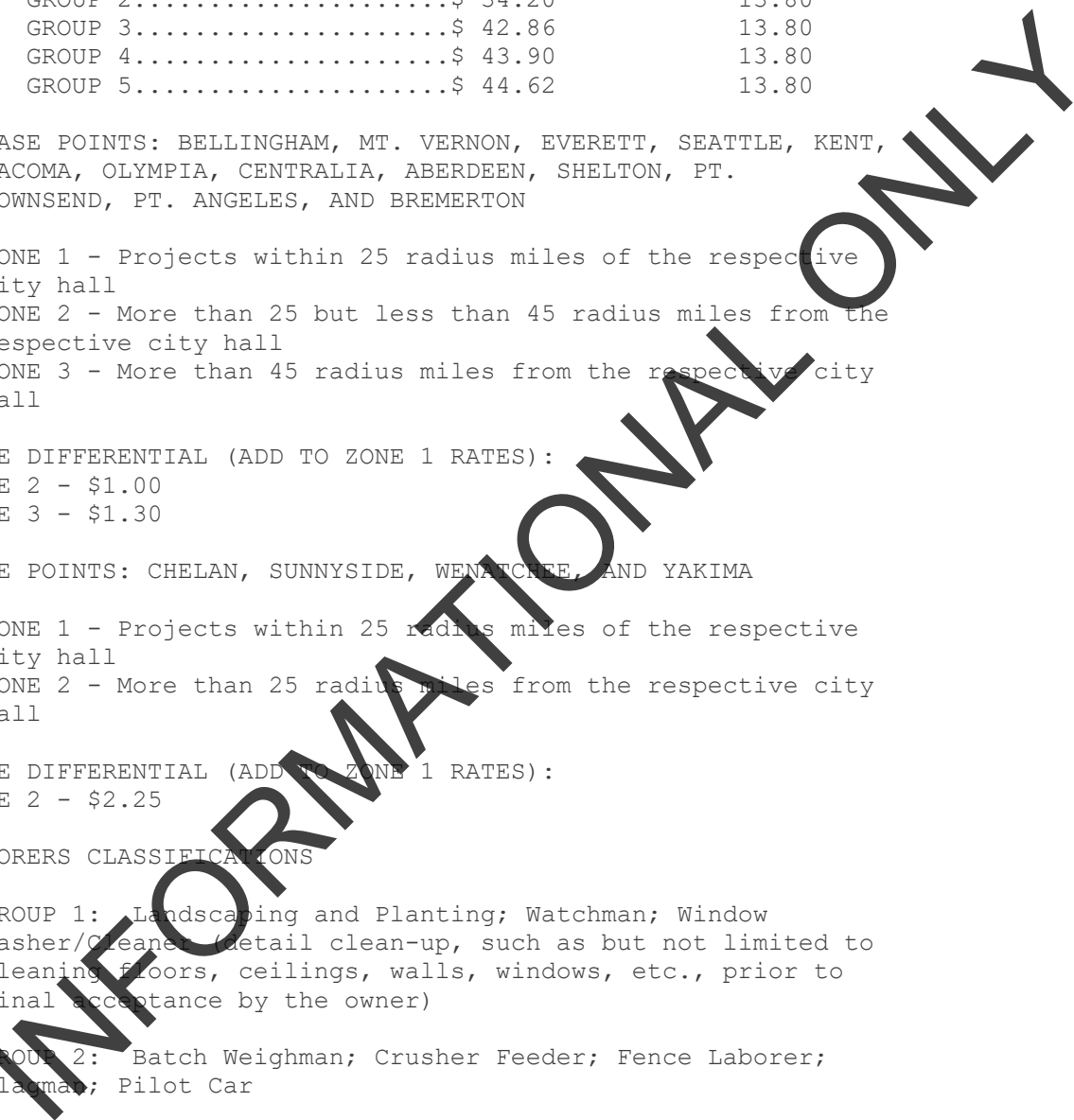
ZONE 1 - Projects within 25 radius miles of the respective city hall  
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car



GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Sodder; Sloper (over 20 ft); Spreader (concrete); Tapper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Labore

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).

INFORMATIONAL ONLY

LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):  
 Zone 2 \$ 0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.  
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.  
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.  
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.  
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomer; 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 (Flaerty 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 Scalars, Strippers and Drillers (covers work in swinging stages, chais or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete 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

LAB00535-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80



LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$1.00  
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Sodder; Sloper (over 20 ft); Spreader (concrete); Tapper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Labore

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).

INFORMATIONAL ONLY

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),  
SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

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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

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\* 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 07/01/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 35.45	14.92
Spray and Sandblasting.....	\$ 35.45	14.92

All high work over 60 ft. = base rate + \$0.75

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PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 48.17	16.00

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PLAS0072-004 06/01/2023

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee  
Zone 1: 0 - 4.5 radius miles from the main post office  
Zone 2: Over 4.5 radius miles from the main post office

INFORMATIONAL ONLY

PLAS0528-001 06/01/2023

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.....	\$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 52.60	20.27

PLAS0555-002 06/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD.....	\$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS....	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

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	ANACORIS	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; Pumpsters and similar equipment, Tournorockers, Townowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Touneau, 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.

INFORMATIONAL ONLY

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

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)

	Rates	Fringes
AREA 1:		
GROUP 1.....	\$ 23.11	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; Tournadocker, 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

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

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

The body of each wage determination lists the 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.

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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 DECISION"

**INFORMATIONAL ONLY**

**Washington State Department of Labor and Industries  
Policy Statement  
(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.



**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contract Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	<b>X</b>	
32. Prestressed Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	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. <b>NOTE:</b> *** 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.]

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: 06/10/2024

<a href="#">County</a>	<a href="#">Trade</a>	<a href="#">Job Classification</a>	<a href="#">Wage</a>	<a href="#">Holiday</a>	<a href="#">Overtime</a>	<a href="#">Note</a>	<a href="#">*Risk Class</a>
Mason	<a href="#">Flaggers</a>	Journey Level	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Airtrac Drill Operator	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Ballast Regular Machine	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Batch Weighman	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Brick Pavers	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Brush Cutter	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Brush Hog Feeder	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Burner	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Caisson Worker	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Carpenter Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Cement Dumper-paving	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Cement Finisher Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Change House Or Dry Shack	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Chipping Gun (30 Lbs. And Over)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Chipping Gun (Under 30 Lbs.)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Choker Setter	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Chuck Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Clary Power Spreader	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Clean-up Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Concrete Dumper/Chute Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Concrete Form Stripper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Concrete Placement Crew	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Concrete Saw Operator/Core Driller	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Crusher Feeder	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Curing Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Mason	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Ditch Digger	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Diver	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Drill Operator (Hydraulic, Diamond)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Dry Stack Walls	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Dump Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Epoxy Technician	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Erosion Control Worker	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Fine Graders	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Firewatch	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Form Setter	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Gabian Basket Builders	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	General Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Grinders	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Grout Machine Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Groutmen (Pressure) Including Post Tension Beams	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Guardrail Erector	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Hazardous Waste Worker (Level A)	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Hazardous Waste Worker (Level B)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Hazardous Waste Worker (Level C)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	High Scaler	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Jackhammer	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Laserbeam Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Maintenance Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Manhole Builder-Mudman	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Material Yard Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Mold Abatement Worker	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Motorman-Dinky Locomotive	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Pavement Breaker	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Pilot Car	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Pipe Layer (Lead)	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Pipe Layer/Tailor	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Pipe Pot Tender	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Pipe Reliner	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Mason	<a href="#">Laborers</a>	Pipe Wrapper	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Pot Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Powderman	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Powderman's Helper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Power Jacks	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Raker - Asphalt	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Re-timberman	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Remote Equipment Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Rigger/Signal Person	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Rip Rap Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Rivet Buster	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Rodder	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Scaffold Erector	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Scale Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Sloper (Over 20")	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Sloper Sprayer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Spreader (Concrete)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Stake Hopper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Stock Piler	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Swinging Stage/Boatswain Chair	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tamper (Multiple & Self-propelled)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Topper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Track Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Track Liner (Power)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Traffic Control Laborer	\$53.54	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Traffic Control Supervisor	\$56.73	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Truck Spotter	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tugger Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>

Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Tunnel Work-Miner	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Vibrator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Vinyl Seamer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Watchman	\$45.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Welder	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Well Point Laborer	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Laborers</a>	Window Washer/Cleaner	\$45.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Mason	<a href="#">Traffic Control Stripers</a>	Journey Level	\$89.54	<a href="#">15L</a>	<a href="#">1K</a>		<a href="#">View</a>
Mason	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards	\$74.20	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Mason	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards	\$73.36	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Mason	<a href="#">Truck Drivers</a>	Dump Truck	\$73.36	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Mason	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$74.20	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Mason	<a href="#">Truck Drivers</a>	Other Trucks	\$74.20	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>

INFORMATIONAL ONLY

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**Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  
- B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  
- C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  
- D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  
- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  
- G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  
- H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  
- I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  
- J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  
- K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  
- M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.



**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

**Overtime Codes Continued**

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.  
  
On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten-hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

4. 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.

- 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.

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**

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

**Overtime Codes Continued**

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

**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).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 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).



**Holiday Codes Continued**

7. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**Holiday Codes Continued**

7. 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.
- 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.

**Holiday Codes Continued**

7. Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 3/2/2024 thru 8/30/2024

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**

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

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

- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging 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.

- 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**

- 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.

9. E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of a least a Party Chief, an Instrument Person, and a Chain Person.