



***BID AND CONTRACT DOCUMENTS
AND SPECIFICATIONS
FOR***

HORIZONTAL CURVE WARNING SIGNS

***PROJECT # 218
RFB # 20-006
FEDERAL AID # HSIP-000S(524)***

***City of Federal Way
PUBLIC WORKS DEPARTMENT
33325 8th Avenue South
Federal Way, WA 98003***

**BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
HORIZONTAL CURVE WARNING SIGNS
PROJECT # 218
RFB # 20-006
FEDERAL AID # HSIP-000S-(524)**

Bids Accepted Until 2:00 p.m., October 15, 2020 at
City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003

Prepared By:
DKS Associates
719 Second Avenue
Seattle, WA 98104



The contract plans and specifications for this Project have been reviewed and approved by:

Deni S. Wien

Public Works Director / Deputy Public Works Director

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ADVERTISEMENT FOR BIDS **HORIZONTAL CURVE WARNING SIGNS**

SUBMITTAL OF SEALED BIDS: Notice is hereby given that the City of Federal Way will receive sealed bids through October 15, 2020, at 2:00 p.m. at the City Hall Finance Department at 33325 8th Avenue South, Federal Way, Washington 98003.

Contractors may choose to submit the bids in person at City Hall during normal business hours, however City Hall is likely to be closed to the public, therefore City staff will be available for one hour before the formal bid opening at 2:00 p.m. at the main door of City Hall to provide access to the Finance Department.

Proposals received after said date and time will not be considered. All timely bids will be opened and read publicly aloud via a remote meeting at 2:05 p.m. on October 15, 2020.

The remote meeting can be accessed via Zoom using Webinar ID: 928 1829 9935 and Passcode: 906878; This link <https://cityoffederalway.zoom.us/j/92818299935?pwd=aXZiODZrUEk3czNHNSndyMzJsZEZydz09> using the Passcode: 906878; Or iPhone one-tap: US: +12532158782,,92818299935# or +12133388477,,92818299935#; Or Telephone: US: +1 253 215 8782 or +1 213 338 8477 or 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) using Webinar ID: 928 1829 9935 and Passcode: 906878.

This project shall consist of: (installation of new and replacement of existing curve warning signs at horizontal curves for arterials and major collectors.

The City anticipates awarding this project to the successful bidder and intends to give Notice to Proceed as soon as the Contract and all required documents are executed in full. Regardless of the date of award or Notice to Proceed, the Contractor must complete all work within 30 working days.

BID DOCUMENTS: Plans, Specifications, Addenda, and plan holders list are available on-line through Builders Exchange of Washington at www.bxwa.com. Click on: "Posted Projects," "Public Works," and "City of Federal Way." It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Bidders List." Bidders that do not register will need to periodically check on-line for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with access or registration. An informational copy of plans, specifications, and addenda are available for viewing only at the City of Federal Way Finance Department.

QUESTIONS: Any questions must be directed to John Mulkey, P.E., Senior Capital Engineer, by email at john.mulkey@cityoffederalway.com, or by letter addressed to same. Questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of bids.

OTHER PROVISIONS: All bids and this Project shall be governed by the Contract, as defined by the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2020 (Standard Specifications), which is incorporated by this reference as though set forth in full.

All bid proposals shall be in accordance with the Contract and all bid proposals shall be accompanied by a bid deposit or bond in the amount required in the Contract. Forfeiture of the proposal bond or deposit to the City shall be in accordance with the Contract.

The City, 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 C.F.R., Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. The City encourages minority and women-owned firms to submit bids

consistent with the City's policy to ensure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

DATES OF PUBLICATION:

Daily Journal of Commerce

Publish September 18, 2020 and September 25, 2020

Federal Way Mirror

Publish September 18, 2020 and September 25, 2020

INSTRUCTIONS TO BIDDERS & CHECKLISTS

(1) ADVERTISEMENT FOR BIDS AND CONTRACT DOCUMENTS

The Advertisement for Bids and Contract Documents contain bidder instructions that must be complied with.

(2) EXAMINATION OF BID AND CONTRACT DOCUMENTS – BIDDER RESPONSIBILITIES

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and Contract Documents, the Project site, the availability of materials and labor, publically available information, and has reviewed and inspected all applicable federal, state, and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

(3) INTERPRETATION OF BID AND CONTRACT DOCUMENTS

No oral clarifications, interpretations, or representation will be made to any bidder as to the meaning of the bid or Contract Documents. Bidders shall not rely upon any oral statement or conversation they may have with City's employees, agents, representatives, consultants, or design professionals regarding the Contract Documents, whether at the pre-bid meeting or otherwise and no oral communications will be binding upon the City. Any questions must be directed to John Mulkey, P.E., Senior Capital Engineer, by email at john.mulkey@cityoffederalway.com, or by letter addressed to same. The questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an Addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such Addenda shall become part of the bid.

(4) BID PRICE

The bid price shall include everything necessary for the completion of the Contract and the Work including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the Contract Documents. All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law. The offer shall remain in effect ninety (90) days after the bid opening.

(5) POSTPONEMENT OF BID OPENING

The City reserves the right to postpone the date and time for the opening of bids by Addendum at any time prior to the bid opening date and time announced in these documents.

(6) REJECTION OF BIDS

The City reserves the right to reject any bid for any reason including, but not limited to, the reasons listed in Special Provisions Section 1-02.13. The City further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids. If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered.

(7) RECYCLED PRODUCTS

The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

(8) **BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms, which must be executed in full as required. Failure to comply may result in rejection of any bid not so complying.

- Bid Proposal**: The Bid Proposal shall be completed and fully executed, including filling in the total bid amount.
- Bid Bond**: This form is to be executed by the bidder (and the surety company as appropriate, depending upon the option selected by the bidder).
- Subcontractor List**: The Subcontractor List shall be filled in by the bidder.
- Contractor Certification – Wage Law Compliance**: This form shall be filled in and fully executed by the bidder.
- Proposal for Incorporating Recycled Materials**: This form shall be filled in and executed by the bidder.
- UDBE Utilization Certification**: This form shall be filled in by the bidder.
- UDBE Written Confirmation**: Part A of this form shall be filled in by the bidder and Part B shall be signed by UDBE firm.
- Apprenticeship Plan**: This form shall be filled in by the bidder.

(9) **CONTRACT CHECKLIST**

The following documents are to be executed and delivered to the City after the Bid is awarded:

- Public Works Contract**: The successful bidder will fully execute and deliver to the City the Public Works Contract ("Contract") from these Bid Documents.
- Certificate of Insurance**: The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.
- Performance/Payment Bond**: The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.
- Business License**: The successful bidder will provide a copy of a current Business License with the City of Federal Way.

BID PROPOSAL
HORIZONTAL CURVE WARNING SIGNS

PROPOSAL SUBMITTED TO:

City of Federal Way
33325 8th Ave South
Federal Way, Washington 98003-6325

PROPOSAL SUBMITTED BY:

Bidder: _____
Full Legal Name of Firm

Contact: _____
Individual with Legal Authority to sign Bid and Contract

Address: _____
Street Address

City, State Zip

Phone: _____

E-Mail: _____

- Select One of the Following:
- Corporation
 - Partnership.
 - Individual
 - Other

State Contractor's License No.: _____

State Contractor's License Expiration Date: _____ / _____ / _____
Month Day Year

State UBI No.: _____

State Worker's Comp. Account No.: _____

NOTE: All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

SCHEDULE A: HORIZONTAL CURVE WARNING SIGNS						
<i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
1	1-04	MINOR CHANGE	FA	1	\$2,500.00	\$2,500.00
2	1-07	SPPC PLAN	LS	1	\$	\$
3	1-09	MOBILIZATION	LS	1	\$	\$
4	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
5	8-21	PERMANENT SIGNING	LS	1	\$	\$
TOTAL – SCHEDULE A						\$

BID SUMMARY	
ITEM	BID AMOUNT
SCHEDULE A: HORIZONTAL CURVE WARNING SIGNS	\$
TOTAL BID AMOUNT <i>(including Washington State sales tax, all other government taxes, assessments and charges)</i>	\$

The documents incorporated by reference, as if fully set forth, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

Pursuant to and in compliance with the Advertisement for Bids for the Project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents, considered conditions which may affect the delivery, supply and maintenance for the Project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the referenced

CITY OF FEDERAL WAY

**HORIZONTAL CURVE WARNING SIGNS
PROJECT #218 / RFB #20-006**

RFB-8
CFW RFB VERSION 2020-JUN

*** PLAN CENTER COPY *** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com

bid amount, inclusive of Washington State sales tax and all other government taxes, assessments and charges as required by law.

NON-COLLUSION AFFIDAVIT

By signing this proposal, the undersigned acknowledges that the 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 this project.

To report rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the 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.

CONFLICTS OF INTEREST, GRATUITIES, & NON-COMPETITIVE PRACTICES

By signing this proposal, the undersigned agrees as follows:

- (1) That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require; and
- (2) That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- (3) That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

AFFIDAVIT OF ELIGIBILITY

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

CERTIFICATION OF LAWFUL EMPLOYMENT

The Contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act now or as herein after amended, 8 U.S.C. 1101 et. Seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

Receipt of the following Addendums is hereby acknowledged:

Addendum No. ____ Date Issued: _____

Addendum No. ____ Date Issued: _____

Addendum No. _____

Date Issued: _____

The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

By: _____
Signature

Printed Name

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary

Printed name of Notary
Notary Public in and for the State of Washington
My commission expires: _____

CONTRACTOR WAGE LAW COMPLIANCE CERTIFICATION

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

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

Bidder Name: _____
Print Full Legal Name of Firm

By: _____
Signature of Authorized Person _____
Print Name of Person Making Certifications for Firm

Title: _____
Title of Person Signing Certificate Place: _____
Print City and State Where Signed

Date: _____

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS



APWA-WA Division 1 Committee

rev. 1/8/2016

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

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

Bidder: _____

Signature of Authorized Official: _____

Date: _____

UDBE WRITTEN CONFIRMATION DOCUMENT



Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document

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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

UDBE's Business Name: _____

Description of UDBE's Work: _____

Dollar Amount to be Applied Towards UDBE Goal: _____

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

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

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

DOT Form 422-031U
Revised 02/2018

UDBE BID ITEM BREAKDOWN



**Washington State
Department of Transportation**

Underutilized Disadvantaged Business Enterprise (UDBE) Bid Item Breakdown Form

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

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

DOT Form 272-054
Revised 01/2020

CITY OF FEDERAL WAY

RFB-16
CFW RFB VERSION 2020-JUN

**HORIZONTAL CURVE WARNING SIGNS
PROJECT #218 / RFB #20-006**

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UDBE BID ITEM TRUCKING CREDIT



Underutilized Disadvantaged Business Enterprise (UDBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the UDBE Utilization Certification Form submitted with the proposal. Please note that UDBE'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			
Email		Date	
I certify that the above information is complete and accurate.			

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

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

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

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

DOT Form 272-058
Revised 05/2019

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this _____ day of _____, 20____ and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and _____, a _____ ("Contractor"), for the project known as _____ (the "Project").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

Contractor shall perform all Work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the Project. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors and in accordance with and as described in the Contract Documents, which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

2. TERM

2.1 This Contract shall commence on the effective date of this Contract and continue until the Project is formally accepted as complete by the City Council, Notice of Project Completion is filed with State agencies, and all bonds for the Project are released by the City.

2.2 The Contractor must complete the Work in accordance with the number of Working Days for the Project as identified in the Contract Documents. With regard to obtaining Substantial Completion and the Completion Date by the Contractor, time is of the essence. In the event the Work is not substantially completed within the time specified in the Contract Documents, Contractor agrees to pay to the City liquidated damages in the amount set forth in the Contract Documents. The parties acknowledge that delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision of the Project and diverting City resources from other projects and obligations.

2.3 If the Contractor is unreasonably delayed by others, notification shall be made in writing to the Engineer in accordance with the Contract Documents. Any request for a time extension or additional compensation (including expectancy or consequential damages) allegedly resulting from such delay shall be made in accordance with the procedures of the Contract Documents. Failure to follow the notice procedures in the Contract Documents is a full and complete waiver of Contractor's right to additional time, money, damages, or other relief (including expectancy or consequential damages) as a result of the event or condition giving rise to such request.

3. COMPENSATION

3.1 In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed _____ and ____/100 Dollars (\$ _____), which amount shall constitute full and complete payment by the City ("Total Compensation"). The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

3.2 The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid Proposal, which is incorporated herein and made a part hereof by this reference, and as detailed in the Contract Documents. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole and absolute discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City. Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

3.3 In addition to the requirements set forth in the Contract Documents, the Contractor shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record, at the time incurred, all costs (1) directly associated with each work activity, (2) directly or indirectly resulting from any event, occurrence, condition, or direction for which Contractor seeks an adjustment in Contract price Contract time, or related to any other Claim or protest. Any work performed for which Contractor intends to seek an adjustment in Contract Price or Contract Time, or related to any other Claim or protest, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.

4. INDEPENDENT CONTRACTOR

4.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall not conduct itself as nor claim to be an officer or employee of the City. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Nothing contained in this Contract shall create a contractual or direct relationship with or a cause of action in favor of a Subcontractor or third party against the City, or by the Contractor against the Engineer, or against any of their agents, employees, engineers, or consultants.

4.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

5. INDEMNIFICATION

5.1 Contractor Indemnification.

5.1.1 The Contractor shall indemnify, defend, and hold the City, its elected officials, officers, employees, agents, consultants, and volunteers (collectively "the Indemnified Parties") harmless from any costs or losses, and pay and damages or judgments, related to any claim brought by any person employed in any capacity by the Contractor or subcontractor or supplier (of any tier) performing the Work, with respect to the payment of wages, salaries, or other compensation or benefits including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

5.1.2. To the fullest extent permitted by law, the Contractor shall defend, release, indemnify, and hold harmless the City and the Indemnified Parties for, from, and against any and all claims, demands, losses, costs, damages, suits, actions, expenses, fines, penalties, response costs, and liabilities (including costs and all attorney and expert fees and internal personnel costs of investigation) of whatsoever kind or nature to the extent arising from, resulting from, connected with, or incident to the Contractor's performance or failure to perform this Contract or the Work or its breach of this Contract; provided, however, that if the provisions of RCW 4.24.155 apply to the Work and any injuries to persons or property arising out of the performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents, employees, or anyone for whom they are legally liable, and an Indemnified Party, the indemnification and defense obligations under this Section 5.1.2 apply only to the extent of the negligence of the Contractor, its subcontractors, agents, employees, and anyone for whom they are legally liable.

5.1.3 Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any Indemnified Party, and for that purpose Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Provided, however, the Contractor's waiver of immunity by the

provisions of this paragraph extends only to claims against the Contractor by any Indemnified party, and does not include, or extend to, any claims by the Contractor's employee directly against the Contractor. The Contractor recognizes that this waiver was specifically entered into.

5.2 Contractor Release. Any deviation, alteration, variation, addition, or omission in the Work by Contractor from the Contract Documents shall preclude Contractor from bringing any Claim or request for additional time or compensation on the basis of an alleged defect or error in the Contract Documents related to or arising, in any way, from that deviation, alteration, variation, addition, or omission. The Contractor further warrants that any alteration, variation, deletion, or omission fully complies with or exceeds all requirements of the Contract Documents and assumes all risk thereof.

5.3 Survival. The provisions of this Section shall (1) survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination, final payment hereunder, and any applicable statute of repose with respect to claims, fines, costs or damages brought or made against any Indemnified Party; (2) shall not be limited by RCW 4.16326(g); and (3) are in addition to any other rights or remedies which the City and/or any of the Indemnified Parties may have by law or under this Contract.

5.4 Offset. In the event of any claim or demand made against any Indemnified Party hereunder, the City may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Contract or any other agreement or contract with the City for the purpose of resolving such claims; provided, however, that the City may, in the City's sole discretion, release such funds if the Contractor provides the City with adequate assurance of the protection of the City's and the other Indemnified Parties interests.

5.5 The Contractor shall ensure that each Subcontract includes a provision requiring each Subcontractor to indemnify and defend the City and the Indemnified Parties in the same manner, to the same extent, and for the same duration as Contractor agrees to indemnify and defend the City and the Indemnified Parties in this Section 5.

6. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work, whether or not required to be furnished to the City, shall become the property of the City, shall be delivered to the City at its request, and may be used by the City without restriction.

7. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

7.1 Any patentable result or material suitable for copyright arising out of this Contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

7.2 The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data"), is hereby irrevocably transferred and assigned to the City and shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City. The Contractor shall execute and deliver such instruments and take such other action(s) as may be requested by the City to perfect or protect the City's rights to such Subject Data and work product, and to perfect the assignments and transfers contemplated in Sections 6 and 7.

7.3 All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

7.4 The Contractor shall ensure that substantially the foregoing paragraphs in Sections 6 and 7 are included in each subcontract for the work on the Project.

8. GENERAL PROVISIONS

8.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. In entering into this Contract, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other party except for those expressly contained in the Contract Documents.

8.2 Documents. The documents incorporated by reference, as if fully set forth in this Contract, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

8.3 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest in accordance with the Contract Documents.

8.4 Change Orders. In addition to its rights under the Contract Documents, the City may unilaterally issue a Change Order at any time making changes within the general scope of the Contract, without invalidating the Contract and without providing notice to sureties. The City's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded the City, including its right to reject a prior protest or request for change or Claim due to untimeliness or the Contractor's failure to fully comply with the requirements of the Contract Documents, or to void the unilateral Change Order due to unilateral mistake, misrepresentation, or fraud.

8.5 Total Cost Method / Claims. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract price. For the purpose of this provision, any cost method, or variety of cost methods, using the difference between the actual cost of the Work and the Bid or Contract price of the Work to calculate any additional compensation or money owed to the Contractor shall be considered a Total Cost Method. In addition, the City shall not be responsible for, and the Contractor shall not be entitled to, any compensation for unallowable costs. Unallowable costs include, but are not limited to: (i) interest or attorneys' fees, except as mandated by statute; (ii) Claim preparation or filing costs; (iii) the costs of preparing notices or protests; (iv) lost profits, lost income, or lost earnings; (v) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site; (vi) claims consulting costs; (vii) expert fees and costs; (viii) loss of other business; and/or (ix) any other special, consequential, expectancy, incidental, or indirect damages incurred by the Contractor, Subcontractors, or suppliers.

8.6 Warranties and Guarantees. In addition to the requirements of the Contract Documents, the Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's guarantee or warranty shall be performed in such a manner so as to preserve all rights under such guarantees or warranties. If the City attempts to enforce a claim based upon a manufacturer's or supplier's guarantee or warranty and such manufacturer or supplier refuses to honor such guarantee or warranty based, in whole or in part, on a claim of defective installation by the Contractor or a Subcontractor, the Contractor shall be responsible for any resulting loss or damage, and repairs, incurred by the City as a result of the manufacturer's or supplier's refusal to honor such guarantee or warranty. This obligation survives termination of this Contract.

8.7 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

8.8 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

8.9 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

8.10 Time Limitation and Venue. For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims, causes of action, or disputes which the Contractor has against the City arising from the Contract shall be brought within the following time period: (i) 180 calendar days from the date of Substantial Completion for those claims, causes of action, or disputes arising prior to the date of Substantial Completion, and (ii) 180 calendar days from the date of Final Acceptance of the Contract by the City for those claims, causes of action, or dispute arising after the date of Substantial Completion. It is further agreed that the venue for any claim, cause of action, or dispute related to this Contract shall be King County, Washington, which shall have exclusive jurisdiction over any such case, controversy, or dispute. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims, causes of action, or disputes which the Contractor asserts against the City arising from the Contract are filed with the City or initiated in court, the Contractor shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims, action, or dispute.

8.11 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

8.12 Sole Authority/Discretion/Judgment. Where the Contract Documents provide the City or its Engineer with "sole" authority, discretion, or judgment, such authority, discretion, or judgment shall be considered unconditional and absolute.

8.13 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

8.14 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

8.15 Engineer. The Engineer is the City's representative who directly supervises the engineering and administration of a construction Contract. The Engineer's authorities, duties, and responsibilities are limited to those specifically identified in the Contract Documents. Designation of an individual or entity as the Engineer for the Project is solely to identify the representative of the City as the entity to act as the Engineer as described in the Contract Documents. Using the term "engineer" does not imply that such entity or person is a licensed professional engineer or an engineering company and does not import any additional obligations upon the actions of the Engineer that may govern licensed professional engineers when performing engineering services.

The Engineer for this Project is designated as: John Mulkey, P.E., Senior Captial Engineer

8.16 Notices. Any notices required to be given to Contractor or to the Engineer shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

CONTRACTOR: Company
 Attn: Individual to receive notices

Street Address
City, State, Zip

ENGINEER: City of Federal Way
Attn: John Mulkey, Senior Captial Engineer
33325 8th Ave S
Federal Way, WA 98003

8.17 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

8.18 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

8.19 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

9. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010, the Contractor's payment and performance bonds must be conditioned upon: (i) faithful performance of all of the provisions of the Contract, including warranty obligations; (ii) the payment of all laborers, mechanics, Subcontractors, and Suppliers, and all persons who supply such persons with provisions or supplies in carrying out the Work; and (iii) payment of any taxes, liabilities, increases, or penalties incurred on the Project under Titles 50, 51, and 82 RCW which may be due on (a) projects referred to in RCW 60.28.011(1)(b), and (b) projects for which the bond is conditioned on the payment of such taxes, liabilities, increases, or penalties. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

DATED the day and year set forth above.

CITY OF FEDERAL WAY:

CONTRACTOR:

Jim Ferrell, Mayor
33325 8th Avenue South
Federal Way, WA 98003-6325

Signature of Authorized Individual

ATTEST:

Printed Name of Authorized Individual

Stephanie Courtney, CMC, City Clerk

Street Address

APPROVED AS TO FORM:

City, State, Zip

J. Ryan Call, City Attorney

NOTARY OF CONTRACTOR'S SIGNATURE:

STATE OF WASHINGTON)
) ss.

CITY OF FEDERAL WAY

**HORIZONTAL CURVE WARNING SIGNS
PROJECT #218 / RFB #20-006**

RFB-23
CFW RFB VERSION 2020-JUN

COUNTY OF _____)

STAFF - USE FOR CORPORATE NOTARY OR DELETE & REPLACE WITH INDIVIDUAL NOTARY.

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20__.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

STAFF - USE FOR INDIVIDUAL NOTARY OR DELETE

On this day personally appeared before me, _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

CERTIFICATE OF INSURANCE

*Contractor's Certificate of
Insurance to be inserted
here during Contract
Execution*

LOCAL OFFICE/AGENT OF SURETY:

Name

Street Address

City, State, Zip

Telephone

BOND NO.: _____

APPROVED AS TO FORM: _____
J. Ryan Call, City Attorney

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

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

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

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

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(April 12, 2018 CFW GSP)
*(***PROJECT-SPECIFIC SPECIAL PROVISION***)*

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- WSDOT Standard Plans
- City of Federal Way Public Works Development Standards
- National Electric Code, current edition

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

CITY OF FEDERAL WAY

**HORIZONTAL CURVE WARNING SIGN
DESIGN
PROJECT #218**

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CFW SPECIAL PROVISIONS VER. 2020.02

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of the Horizontal Curve Warning Signs by installing new permanent warning signs, traffic control and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract.”

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced Plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large Plans (e.g., 22" x 34")	1	Furnished only upon request.

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

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

(June 27, 2011 APWA GSP)

1-02.4(1) General

(August 15, 2016 APWA GSP, Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.4(2) Subsurface Information

(March 8, 2013 APWA GSP)

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

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

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

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

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

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

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(June 3, 2019 WSDOT GSP, OPTION 2)

The fourth paragraph of Section 1-02.6 is revised to read:

The Bidder shall submit with the Bid a completed Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification, when required by the Special Provisions. For each and every UDBE firm listed on the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that UDBE firm that the UDBE is in agreement with the UDBE participation commitment that the Bidder has made in the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422 031U (Underutilized Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient UDBE participation have been unsuccessful. The Bidder shall submit a UDBE Bid Item Breakdown form defining the scope of work to be performed by each UDBE listed the UDBE Utilization Certification. If the Bidder lists a UDBE Trucking firm on the UDBE Utilization Certification, then the Bidder must also submit a UDBE Trucking Credit Form (WSDOT Form 272-058) documenting how the UDBE Trucking firm will be able to perform the scope of work subcontracted to them. Directions for delivery of the Underutilized Disadvantaged Business Enterprise Written Confirmation Documents, Underutilized Disadvantaged Business Enterprise Good Faith Effort documentation, UDBE Bid Item Breakdown Form and the UDBE Trucking Credit Form are included in Section 1-02.9.

(August 2, 2004 WSDOT GSP, OPTION 3)

Section 1-02.6 is supplemented with the following:

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

Add the following new section:

1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

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

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

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

1-02.9 Delivery of Proposal
(December 19, 2019 APWA GSP, OPTION A)

Delete this section and replace it with the following:

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

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

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation
- UDBE Bid Item Breakdown (WSDOT 2727-054)
- UDBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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

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

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

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

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals
(December 19, 2019 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

- j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

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

Delete this section and replace it with the following:

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

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

1. Delinquent State Taxes

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

2. Federal Debarment

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

3. Subcontractor Responsibility

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

4. Claims Against Retainage and Bonds

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

5. Public Bidding Crime

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

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the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. Termination for Cause / Termination for Default

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

7. Lawsuits

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

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

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether

from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids ***(January 23, 2006 APWA GSP)***

Revise the first paragraph to read:

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

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

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the

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

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

Delete the first paragraph and replace it with the following:

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

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

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statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review
(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-04 Scope of the Work

1-04.4 Changes
(Section 1-04.4 is supplemented with the following)
(Electronically Submitted Change Orders)
(April 30, 2020)

Change Orders will be transmitted electronically to the Contractor for signature. The Contractor shall apply all signatures electronically using the software provided by the Contracting Agency. Within 21 days of execution of the Contract, the Contractor shall submit a Type 1 Working Drawing consisting of the names, email addresses, and text-message capable phone numbers for the authorized change order signers and shall bear the name, phone number and email of the officer providing this authorization. Delegation of authority to sign Change Orders shall be by the officer authorized to sign the Contract in accordance with Section 1-02.1.

1-05 CONTROL OF WORK

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

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

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

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

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

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

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

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

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

1-05.12 Final Acceptance

(April 12, 2019 CFW GSP)

Delete the third and fourth sentences in the first paragraph and replace it with the following:

Final acceptance date of the work shall be the date the Federal Way City Council accepts the project as complete.

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1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation with Other Contractors

(March 13, 1995 WSDOT GSP, OPTION 1)

Section 1-05.14 is supplemented with the following:

Other Contracts or Other Work

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

- 2020 Asphalt Overlay Project, will be performing construction of HMA overlay and ADA upgrades on Pete Von Reichbauer Way in the vicinity of Corridor 19. Coordinate with Miles Resources contact, Jeff Williams at jeff.williams@milesresources.com. Signs are in work zone.
- The S Dash Point Road Sidewalk project will be under construction on S Dash Point Road in the vicinity of Corridor 2 –I. Coordinate with Active Construction contact, Zach Gustafson (253) 606-6906 (office contact), or Frankie Detray (253) 606-1428 (field contact). Signs are to be installed are not in direct work zone but traffic control for sign work will need to be coordinated so as not to impact work.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-06 CONTROL OF MATERIAL

(August 6, 2012, WSDOT GSP, OPTION 1(A))

Section 1-06 is supplemented with the following:

Buy America

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

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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. To further define the coverage, a domestic product is a manufactured steel 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.

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

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

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

The following are considered to be steel manufacturing processes:

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

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the

Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

Section 1-07.1 is supplemented with the following:
(April 3, 2006 WSDOT GSP, OPTION 3)

Confined Space

Confined spaces are known to exist at the following locations:

Existing storm drainage, sanitary sewer, and other utility systems, vaults, and structures, along with all new similar new construction items that meet the requirements of WAC 296-809-100.

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractor's Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

Section 1-07.1 is supplemented with the following:
(April 6, 2020 WSDOT GSP, OPTION 4)

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, COVID-19 Health and Safety Plan (CHSP). A copy of the CHSP developed by the Contractor shall be submitted to the Engineer as a Type 2 Working Drawing.

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

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Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

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Contract amount.

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1-07.2(3) Services

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

1-07.4 Sanitation

Section 1-07.4(2) is supplemented with the following:

1-07.4(2) Health Hazards

(April 7, 2020, WSDOT GSP, OPTION 2)

COVID-19 Health & Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 working drawing prior to beginning physical Work.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards. The plan shall contain the following minimum elements:

1. The CHSP shall identify all standards, guidance, publications, and sources on which it is based. Those standards may include references to OSHA, WISHA, and CDC publications that are current at the time the CHSP is prepared.
2. The CHSP shall identify a responsible individual from the Contractor who is responsible for implementation of the CHSP. The individual(s) contact information shall be listed in the CHSP.
3. The CHSP shall specifically identify the project for which it is applicable, and if applicable, shall address project work areas outside the project limits such as staging areas or yards.
4. The CHSP shall identify the PPE and administrative and engineered controls necessary to maintain a safe site. This includes but is not limited to: sanitation resources, screening stations, safety briefings, controlling access, and personal protective equipment (PPE) needed to protect workers from COVID-19.
5. The CHSP shall identify measures for screening and managing workers or visitors to areas identified in the CHSP. The plan shall include procedures should a person exhibit symptoms of COVID-19.
6. The CHSP shall identify how the plan will be updated as new work activities are added with each two week look-ahead schedule. The CHSP updates shall identify the number of workers, crews, work tasks, and the degree of congestion or confinement workers will experience for the work activities in the two week look-ahead schedule.

7. The CHSP shall include how the Contractor will ensure everyone on the site has been trained on the CHSP requirements. This includes subcontractors, suppliers, and anyone on the project site.

COVID-19 Health and Safety Plan (CHSP) Inspection

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP, OPTION 6)

Section 1-07.7 is supplemented with the following:

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

1-07.9 Wages

1-07.9(1) General

(January 6, 2020 WSDOT GSP, OPTION 1)

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

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. WA20200001.

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

(April 2, 2007 WSDOT GSP, OPTION 4)

Application of Wage Rates For The Occupation Of Landscape Construction

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

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

1-07.9(5) Required Documents

(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

General

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 using the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

Intents and Affidavits

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

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

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

Certified Payrolls

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

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In

addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

1-07.11 Requirements for Nondiscrimination

(September 3, 2019 WSDOT GSP, OPTION 1)

Section 1-07.11 is supplemented with the following:

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

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

Women - Statewide

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

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.

Yakima, WA:

SMSA Counties:

Yakima, WA 9.7

WA Yakima.

Non-SMSA Counties 7.2

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

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2

WA King; WA Snohomish.

Tacoma, WA 6.2

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WA Pierce.
Non-SMSA Counties 6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;
WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA
Thurston; WA Whatcom.

Portland, OR:
SMSA Counties:
Portland, OR-WA 4.5
WA Clark.
Non-SMSA Counties 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

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

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Additional information may be found at the U.S. Department of Labor website:
<http://www.dol.gov/ofccp/TAguides/ctaguide.htm>

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

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

1. As used in these specifications:
 - a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
 - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. Minority includes:
 - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
 - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
 - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to

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comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

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

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Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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

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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 non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected

in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

records satisfy this requirement, the Contractors will not be required to maintain separate records.

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

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

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

1-07.11 Requirements for Nondiscrimination

(December 19, 2019 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, including those identified as a UDBE, 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

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section of the Diversity Management and Compliance System web page at:
<https://omwbe.diversitycompliance.com>.

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. A Underutilized Disadvantaged Business Enterprise (UDBE) firm is a subset of DBE.

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

Good Faith Efforts – Efforts to achieve the UDBE 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.

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

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

UDBE 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).

UDBE COA Goal

The Contracting Agency has established a UDBE COA Goal for this Contract in the amount of:

*** 8% ***

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 UDBE Commitment, the following apply:

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

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

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

Temporary Traffic Control

If the DBE firm is being utilized in the capacity of only "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 (e.g. paddles, hard hats, and vests).

If the DBE firm is being utilized in the capacity of "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.

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

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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 can count as DBE participation. If the DBE manufacturer is a UDBE, participation may count towards the UDBE COA Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited as DBE Participation. 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. If the DBE regular dealer is a UDBE, participation may count towards the UDBE COA Goal.

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 UDBE 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 a job site, can count as DBE participation 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 as DBE participation.

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.

Underutilized Disadvantaged Business Enterprise Utilization

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

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

- Force account at 50%
- Regular dealer at 60%

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

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

Underutilized Disadvantaged Business Enterprise Written Confirmation Document(s)

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

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

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

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

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

Selection of Successful Bidder/Good Faith Efforts (GFE)

The requirements of this section apply to projects with a UDBE COA Goal. The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which

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demonstrates a good faith effort to achieve the UDBE COA Goal. The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the UDBEs listed on the UDBE Utilization Certification.

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

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

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

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

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

Good Faith Effort (GFE) Documentation

GFE is evaluated when:

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

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified UDBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this

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interest within sufficient time to allow the UDBEs to respond to the solicitation. The Bidder must determine with certainty if the UDBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by UDBEs in order to increase the likelihood that the UDBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate UDBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.
3. Providing interested UDBEs 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 UDBEs. It is the Bidder's responsibility to make a portion of the Work available to UDBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available UDBE subcontractors and suppliers, so as to facilitate UDBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of UDBEs 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 UDBEs 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 UDBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using UDBEs is not in itself sufficient reason for a Bidder's failure to meet the UDBE 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 UDBEs if the price difference is excessive or unreasonable.
4. Not rejecting UDBEs 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 UDBE COA Goal.
5. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
6. Making efforts to assist interested UDBEs 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

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business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of UDBEs.

8. Documentation of GFE must include copies of each UDBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a UDBE 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.

UDBE Bid Item Breakdown

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

UDBE Trucking Credit Form

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

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

Procedures between Award and Execution

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

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

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

Procedures after Execution

Commercially Useful Function (CUF)

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 UDBE 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 trucks owned and

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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 1-08.1, 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 for the Engineer approval prior to using a joint check.

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

Prompt Payment

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

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

*** john.mulkey@cityoffederalway.com ***

NWRegionOEO@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 UDBE

The Contractor shall utilize the COA UDBEs to perform the work and supply the materials for which each is committed unless approved by the Engineer. 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 UDBEs.

Owner Initiated Changes

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

Contractor Initiated Changes

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

Original Quantity Underruns

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

Contractor Proposed DBE Substitutions

Requests to substitute a COA UDBE must be for good cause (see UDBE 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 UDBE with another certified UDBE. When any changes between Contract Award and Execution result in a substitution of COA UDBE, the substitute UDBE shall be certified prior to the bid opening on the Contract.

UDBE Termination

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

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

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

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

Good cause does not exist if:

- The Contractor seeks to terminate a COA UDBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA UDBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
- The failure or refusal of the COA UDBE 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 UDBE's Work).

Prior to requesting termination, the Contractor shall give notice in writing to the UDBE with a copy to the Engineer of its intent to request to terminate UDBE Work and the reasons for

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doing so. The UDBE shall have five (5) days to respond to the Contractor's notice. The UDBE'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.

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

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

Notice

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

Sanctions

If it is determined that the Contractor's failure to meet all or part of the UDBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation,

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the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07.11(5).

Payment

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

1-07.12 Federal Agency Inspection

(January 25, 2016)

Section 1-07.12 is supplemented with the following:

Required Federal Aid Provisions

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

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

1-07.13 Contractor's Responsibility for Work

1-07.13(4) Repair of Damage

(August 6, 2001 WSDOT GSP)

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

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

1-07.16 Protection and Restoration of Property

1-07.16(2) Vegetation Protection and Restoration

(August 2, 2010 WSDOT GSP)

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP, OPTION 1)

Section 1-07.17 is supplemented with the following:

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

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

UTILITY CONTACTS

Puget Sound Energy

Attn: Jason Airey
3130 S 38th St
Tacoma, WA 98409
Telephone: (206) 348-9637

Century Link

Attn: Tanaiya Anderson
23315 66th Ave S
Kent, WA 98032
Telephone: (253) 313-8961

Lakehaven Water & Sewer District

Attn: Wes Hill
31627 1st Avenue S
Federal Way, WA 98003
Telephone: (253)946-5440

Comcast

Attn: Aaron Cantrell
4020 Auburn Way North
Auburn, WA 98002
Telephone: (253) 864-4281

King County Traffic Operations

Attn: Mark Parrett
155 Monroe Ave NE
Renton, WA 98056
Telephone: (206) 296-8153

AT&T

Attn: Daniel McGeough
11241 Willows Rd NE, #130
Redmond, WA 98052
Telephone: (425) 896-9830

Zayo

Attn: Scott Morrison
22651 83rd Ave S
Kent, WA 98032
Telephone: (206) 832-4862

City of FW IT Dept (City Fiber)

Attn: Thomas Fichtner
33325 8th Ave S
Federal Way, WA 98003
Telephone: (253) 835-2547

ADDITIONAL CONTACTS

King County METRO Transit

81270 6th Ave S, Bldg 2
Seattle, WA 98134
Telephone: (206) 684-2785

South King Fire & Rescue

31617 1st Ave S
Federal Way, WA 98003
Telephone: (253) 946-7253

City of Federal Way Police

33325 8th Ave S

Federal Way School District

Attn: Transportation Department

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Federal Way, WA 98003
Telephone: (253) 835-6701
(for officer traffic control scheduling)
Telephone: (253) 835-6767
(for traffic / road closure issues)

1211 S. 332nd St
Federal Way, WA 98003
Telephone: (253) 945-5960

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, 2016 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

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giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

1-07.18(2) Additional Insured

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

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.
- The consultant that completed the preparation of the engineering design and project plans, and its officers, employees, agents, and subconsultants.
- Consultants hired by the Contracting Agency for design, construction support, or materials testing.

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or

failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

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Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

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

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.

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

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

1-07.18(5)J Pollution Liability

(January 4, 2016 APWA GSP)

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

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

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

Such Pollution Liability policy shall provide the following minimum limits:
\$1,000,000 each loss and annual aggregate

1-07.23 Public Convenience and Safety

1-07.23(1) Construction under Traffic
(February 3, 2020 WSDOT GSP, OPTION 2)

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

Work Zone Clear Zone

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

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

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

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

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

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

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

Minimum Work Zone Clear Zone Distance

(January 5, 2015 WSDOT GSP, OPTION 5)

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

Lane closures are subject to the following restrictions:

- Lane closure hours on SR 509 (East-West Segments Corridor 2a-2i) are limited to the hours of 8:30AM to 3:30PM in both directions and only one direction can be closed at a time.
- Lane closure hours for the North-South segments are 7:00AM to 3:30PM northbound and 8:30 to 3:30 southbound. Lane closure hours for all East–West segments except SR 509 segments are 7:00AM to 3:30PM westbound and 8:30 to 3:30 eastbound.
- Only one lane of traffic (“northbound or southbound” or “eastbound or westbound”) may be closed to traffic between the hours of 7:00AM and 3:30PM. Approval to close both one northbound and one southbound lane or one eastbound and one westbound lane at the same time will require prior approval by the Project Engineer.
- Left turns may be restricted (by the Contractor) within the project limits at the discretion of the Project Engineer.
- Closure of one lane at a time may occur between the hours of 7AM to 3:30PM. Any closures between 3:30PM to 7AM require prior approval by the City
- If a lane closure is required, at least one lane of traffic (alternating directions / flagger controlled) shall be maintained at all times.
- Unless otherwise approved or shown on plans, the Contractor shall maintain two-way traffic during construction. The Contractor shall maintain continuous two-way traffic along streets throughout the project site. The Contractor shall have the option, with the approval of the Engineer, of momentarily interrupting the continuous two-way traffic to allow one-way traffic. Such interruptions shall utilize qualified flaggers placed in strategic locations to insure the public safety and minimize driver confusion. A momentary interruption shall be defined as a period of time not to exceed two (2) minutes. Regardless of the period of time no queue greater than ten (10) cars in length will be allowed.
- Working at night (8pm to 7am weekdays, 8 pm-9am weekends & holidays) is not mandated by the City. Should the contractor schedule project work during nighttime hours, it shall be the Contractor’s responsibility to obtain any required noise variance or exemption for such work.
- For approved night work, the Contractor shall, at no additional cost to the City, make all arrangements for operations during hours of darkness. Flagger stations shall be illuminated using a minimum 150-watt floodlight. Lighting used for nighttime work shall, whenever possible, be directed away from or shielded from residences and oncoming traffic. Signs and

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barricades shall be supplemented by Type C steady burn lights to delineate edge of roadway during the hours of darkness.

- The Contractor shall keep all pedestrian routes & access points (including, but not limited to, sidewalks, and crosswalks when located within the project limits) open and clear at all times unless permitted otherwise by the Engineer in an approved traffic control plan. An ADA accessible route must be provided through the project site at all times.
- Pedestrians must have access to pedestrian push buttons at all times.
- The Contractor shall provide flaggers, signs, and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.
- All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the specified hours of closure, shall be turned or covered so as not to be visible to motorists
- The Contractor shall be responsible for notifying all affected property owners and tenants prior to commencing the barricading of streets, alleys, sidewalks and driveways. Notifications should be at least 48 hours in advance of closures, if possible.
- The Contractor shall, at all times throughout the project, conduct the work in such a manner as will obstruct and inconvenience vehicular and pedestrian traffic as little as possible. The streets, sidewalks and private driveways shall be kept open by the Contractor except for the brief periods when actual work is being done. The Contractor shall so conduct his operations so as to have under construction no greater length or amount of work than he can prosecute vigorously and he shall not open up sections of the work and leave them in an unfinished condition.
- Lane closures shall not impact business accesses. All business accesses will remain open during business hours.
- Lane closures shall not restrict vehicular access for buses through the project site. Bus stops shall remain ADA accessible to pedestrians at all times throughout the project

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

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Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12:00 PM (noon) on the day prior to a holiday or holiday weekend, and
4. Before 7:00 AM on the day after the holiday or holiday weekend.

Lane closures are not allowed within the City Center zone from the Friday after Thanksgiving Day (“Black Friday”) until the first City recognized business day of the following year without written approval by the Engineer. The boundaries of the City Center zone are identified in the City of Federal Way Comprehensive Plan. In general, it is the area located within the following boundaries:

Northern boundary: S 312th Street

Southern boundary: S 324th Street

Eastern boundary: Interstate 5

Western boundary: 14th Ave S (future extension) / west of 320th Public Library / 11th Pl S

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

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 meeting 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.

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

Add the following new section:

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

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

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

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

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

1-08.1 Subcontracting
(December 19, 2019 APWA GSP, OPTION A)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor

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and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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

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

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

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

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

1-08.3 Progress Schedule

1-08.3(2)A Type A Progress Schedule **(March 13, 2012 APWA GSP)**

Revise this section to read:

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical

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completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

(April 6, 2020 WSDOT GSP, OPTION 4)

(The last sentence of Section 1-08.4 is revised to read):

No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract, and a COVID-19 Health and Safety Plan (CHSP) has been prepared in accordance with Section 1-07.4(2) as supplemented in these specifications, **COVID-19 Health and Safety Plan (CHSP)**.

1-08.5 Time for Completion

(November 30, 2018 APWA GSP, OPTION A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer

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prior to establishing a completion date:

- a. Certified Payrolls (per Section 1-07.9(5)).
- b. Material Acceptance Certification Documents

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- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP, OPTION 7)

Section 1-08.5 is supplemented with the following:

This project shall be physically complete within 30 working days.

1-08.6 Suspension of Work

(January 2, 2018 WSDOT GSP, OPTION 2)

Section 1-08.6 is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time shall be suspended upon physical completion of all critical work except that work dependent upon the listed critical materials:

Permanent Signing

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 120 calendar days after execution by the Contracting Agency, whichever occurs first.

1-08.9 Liquidated Damages

(December 2, 2019 WSDOT GSP, OPTION 3)

Section 1-08.9 is revised to read:

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

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Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \$350.00 for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to the extent that the Contracting Agency has full use and benefit of the facilities, both from the operational and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to physically complete the total 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 shown 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 Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment (July 23, 2015 APWA GSP, OPTION 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(5) Measurement (May 2, 2017 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 (October 10, 2008 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.

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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 Engineer.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

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

1-09.9(1) Retainage

(June 27, 2011 WSDOT GSP, OPTION 1)

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

Vacant

1-09.11 Disputes and Claims

(September 3, 2019 WSDOT GSP)

Sections 1-09.11 through 1-09.11(1)B are replaced with the following:

Disputes and Claims

When protests occur during a Contract, the Contractor shall pursue resolution through the Engineer in accordance with Section 1-04.5. Unless noted otherwise in the specifications, compliance with all the requirements of Section 1-04.5 is a condition precedent to initiating any action pursuant to these Special Provisions.

If the negotiations using the procedures outlined in Section 1-04.5 fail to provide satisfactory resolution of the protest, then the Contractor shall provide the Engineer with written notification of dispute stating that the Contractor will continue to pursue the dispute in accordance with the provisions of these Special Provisions. The written notification of dispute shall be provided within 14 calendar days after receipt of the Engineer's written determination that the Contractor's protest is invalid pursuant to Section 1-04.5. Should the Contractor not provide written notification of dispute within the designated time period, the Contractor shall be deemed to have waived any right to pursue the protest further and the matter shall be considered resolved.

When the Proposal Form includes the Bid item "Disputes Review Board", unresolved protests shall be subject to the **Disputes Review Board** subsection of this Special Provision. Either party, Engineer or Contractor, may refer a matter in dispute to the Disputes Review Board. Compliance with the requirements of the **Disputes Review Board** subsection of this Special Provision is a condition precedent to any further right of the Contractor to pursue the dispute either by certified claim or litigation/arbitration.

When the Proposal Form does not include the Bid item "Disputes Review Board", the Contractor's written notification of dispute shall indicate whether the Contractor is requesting to resolve the dispute through the use of a Disputes Review Board as outlined in the **Disputes Review Board** section of this Special Provision, or will submit a formal certified claim directly to the Engineer pursuant to Section 1-09.11(2). If the Contractor requests a Disputes Review Board, the Engineer will notify the Contractor in writing within 7 calendar days of receipt of the request whether the request is acceptable. If both parties to the dispute agree to use a Disputes Review Board, then a pay item "Disputes Review Board" will be added to the Contract by change order and the dispute will be subject to the provisions of the **Disputes Review Board** subsection of this Special Provision. If the parties do not agree to establish a Disputes Review Board

or the Contractor does not request a Disputes Review Board in its written notification of dispute, the Contractor shall comply with the provisions of Section 1-09.11(2).

Regardless of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

Disputes Review Board

The procedures set forth in these Special Provisions shall only apply when the Contract includes the pay item "Disputes Review Board".

Disputes Review Board – General

In order to assist in the resolution of dispute(s) between the Contracting Agency and the Contractor arising out of the work of this Contract, a Disputes Review Board, hereinafter called the "Board", will consider disputes referred to it and furnish written recommendations to the Contracting Agency and Contractor to assist in resolution of the dispute(s). The purpose of the Board response to such issues is to provide nonbinding findings and recommendations designed to expose the disputing parties to an independent view of the dispute.

Disputes Eligible for Consideration by the Disputes Review Board

The Board shall consider and provide written recommendations concerning the following disputes:

1. Interpretation of the Contract.
2. Entitlement to additional compensation and/or time for completion.
3. Other subjects mutually agreed by the Contracting Agency and Contractor to be a Board issue.

Board Member Qualifications

The following definitions apply for the purpose of setting forth experience and disclosure requirements for Board members.

Financial ties - any ownership interest, loans, receivables or payables.

Party directly involved - The Contracting Agency or Contractor of this Contract.

Party indirectly involved - The firms associated with the Contractor on this Contract, including joint venture partners, subcontractors of any tier, and suppliers; and firms associated with the Contractor or the Contracting Agency on this Contract, such as designers, architects, engineers, or other professional service firms or consultants.

The Board members shall:

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1. Be experienced in the interpretation of construction contract documents.
2. Have attended training by the Dispute Resolution Board Foundation in dispute resolution within the last five years.
3. Be experienced in construction Contract dispute resolution for an owner or Contractor at the level of having responsibility and authority to settle disputes.
4. Be able to discharge their responsibilities impartially and independently, considering the facts and conditions related to the matters under consideration in strict compliance with the provisions of the Contract.
5. Not be a current employee of any party directly or indirectly involved.
6. Not have been an employee of any party directly or indirectly involved with the Project within a period of one year of the Contract Execution date.
7. Not have a financial interest in the Contract except for payments for services on the Board.

Board Member Ongoing Responsibilities

While serving on the Disputes Review Board on this project:

1. Board members shall not participate in any discussion contemplating the creation of an agreement or making an agreement with any party directly or indirectly involved in the Contract regarding employment or fee-based consulting services, or any other business arrangement after the Contract is completed.
2. Board members shall not officially give any advice to either party. The individual members will act in a completely independent manner and will have no consulting or business connections with either party, except for payments for services on the Board.
3. During routine meetings of the Board as well as during formal hearings, Board members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of Board members expressed in private sessions with other Board members should be kept strictly confidential.

4. The Board shall comply with the terms of the Contract and enforce such terms consistent with the laws of the State of Washington. Board members shall not supplant or otherwise interfere with the respective rights, authorities, duties and obligations of the parties as defined in the Contract. In making its recommendations, the Board shall not make a recommendation that ignores, disregards, or undermines the intention, requirements, or allocation of risk, established by the Contract.
5. Throughout the life of the Contract, if Board members become aware of potential conflicts of interest, they shall be disclosed to the parties immediately.

Establishment of the Board

The Contracting Agency and Contractor shall meet prior to the start of Contract time to jointly select three Board nominees. If the pay item, "Disputes Review Board" is added by change order, the Contracting Agency and Contractor shall meet to select Board nominees after the change order is processed.

The Contracting Agency and the Contractor shall provide to the Board nominees a list of the firms directly and indirectly involved with the Project, including, but not limited to designers, architects, engineers, professional service firms, consultants, JV partners, subcontractors and suppliers, along with a listing of key personnel of each.

Board nominees shall provide to the Contractor and Contracting Agency the following information within 21 calendar days of nomination. Board nominees that are included on the Washington State Department of Transportation "Statewide Prequalified DRB Candidate Roster" will not be required to submit resumes.

1. Resume showing:
 - a. Full name and contact information
 - b. Experience qualifying the person as a Board member as outlined in the **Board Member Qualifications** subsection of this Special Provision.
 - c. Previous Board participation, if any. List each Board assignment separately, indicating the name and location of the project, approximate dates of Board service, name of Contracting Agency, name of Contractor, names of the other Board members and the approximate number of disputes heard. When previous Board experience is extensive, the list may be truncated at the prospective Board member's discretion.

2. Disclosure statement addressing the following:
 - a. Previous or current direct employment by one of the parties directly or indirectly involved.
 - b. Previous or current engagement as a consultant to any party directly or indirectly involved - by the prospective Board member or by the firm to which the prospective Board member is directly employed.
 - c. Previous, current, or future financial ties to any of the parties directly or indirectly involved.
 - d. Previous or current personal or professional relationships with a key member of any party directly or indirectly involved.
 - e. Previous and current service as a Board member on projects where any of the parties directly or indirectly involved in this Contract were also involved.
 - f. Any prior involvement in this project.

Within 14 calendar days of receiving the resumes and disclosure statements from the Board nominees, the Contracting Agency and the Contractor shall review and jointly agree on the final selection of the three members to serve on the Board. In the event that any of the three nominees are not acceptable to either party, the process shall be repeated until all positions are filled.

The Contracting Agency, the Contractor, and the Board shall execute the Three-Party Agreement not later than the first Board meeting. The Three-Party Agreement form (WSDOT Form 134-091) is available online at WSDOT Electronic Forms webpage.

The Board shall determine and notify the parties which Board member will act as the Board chair.

Disputes Review Board Candidates

The qualifications of some potential Board members have been reviewed and deemed potentially acceptable by the Washington State Department of Transportation (WSDOT). This list of potential Board members, Statewide Prequalified DRB Candidate Roster, is available from the WSDOT Headquarters Construction Office website at <https://www.wsdot.wa.gov/business/construction/dispute-review-boards>. Either party may propose a Board nominee that is not on the WSDOT list. In either case, Board nominees must comply with the requirements of the **Board Member Qualifications, Board Member Ongoing Responsibilities, and Establishment of the**

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Board subsection of this Special Provision, and every Board member must be deemed acceptable by both the Contracting Agency and the Contractor.

Replacement or Termination of a Board Member

Procedures for terminating Board members are defined in The Three-Party Agreement.

Disputes Review Board Procedures – General

The Board, Contracting Agency, and Contractor may mutually develop rules of operation of the Board that supplement the Three-Party Agreement. Such supplemental rules must be in writing and accepted by the Board, Contracting Agency, and Contractor.

The Board members shall act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by the Contracting Agency or the Contractor and that the recommendations concerning any such dispute are advisory.

The Contracting Agency and the Contractor shall furnish to the Board documents in accordance with the Three-Party Agreement.

Regular Disputes Review Board Meetings

All regular Board meetings will be held at or near the job site. The frequency of regular meetings will be set by mutual agreement of the Board, the Contracting Agency and the Contractor. Each regular meeting is expected to consist of a round table discussion and a field inspection of the project site. A member of the Contracting Agency and Contractor are expected to jointly facilitate the round table discussion. Round table discussion attendees are expected to include selected personnel from the Contracting Agency and the Contractor. The agenda for each meeting will be managed by the Board.

Standard Procedure for Consideration of Disputes

Dispute Referral

Disputes shall be referred in writing to the Board chair with a copy concurrently provided to the other Board members and the other party.

1. The dispute referral shall concisely define the nature and specifics of the dispute that is proposed to be considered by the Board and the scope of the recommendation requested. This referral is not expected to contain a mutually agreed upon statement of the dispute.
2. The Board chair shall confer with the parties to establish a briefing schedule for delivering prehearing submittals/rebuttals, and a date, time, and location for convening the Board for a hearing.

Pre-Hearing Submittal

1. The Contracting Agency and the Contractor shall each prepare a pre-hearing submittal and transmit both a hard copy and an electronic copy of it to all three members of the Board and the other party. The pre-hearing submittal, comprising a position paper with such backup data as is referenced in the position paper, shall be tabbed, indexed, and the pages consecutively numbered.
2. Both position papers shall, at a minimum, contain the following:
 - a. A mutually agreed upon joint statement of the dispute and the scope of the desired report being requested of the Board, placed at the beginning of the papers. The language of this joint statement shall summarize in a few sentences the nature of the dispute. If the parties are unable to agree on the wording of the joint statement of dispute, each party's position paper shall contain both statements, and identify the party authoring each statement.
 - b. The basis and justification for the party's position, with reference to Contract language and other supporting documents for each element of the dispute. In order to minimize duplication and repetitiveness, the parties may identify a common set of documents that will be referred to by both parties, and submit them in a separate package.
3. If requested by the Board or either party, the Contracting Agency and the Contractor shall each prepare and submit a rebuttal paper in response the position paper of the other party.
4. The number of copies, distribution requirements, and time for submittal will be established by the Board and communicated to the parties by the Board chair.

Disputes Review Board Hearing

1. The Contracting Agency will arrange for or provide hearing facilities at or near the project site.
2. Attendance:
 - a. The Contracting Agency and the Contractor will have a representative at all hearings.

- b. The Contracting Agency and Contractor shall both limit attendance at the hearing to personnel directly involved in the dispute and participants in the good-faith negotiations that were conducted prior to submittal to the Board except as noted elsewhere in this section.
 - c. At least 14 calendar days before the hearing, each party shall provide a list of proposed attendees to the Board and to the other party. In the event of any disagreement, the Board shall make the final determination as to who attends the hearing.
 - d. Attorneys shall not attend hearings except as follows:
 - i. Attorneys are identified as such on the list of proposed attendees;
 - ii. All parties desiring their attorney present are able to do so.
 - iii. Attorneys shall not participate in the hearing, unless the scope and extent of Attorney participation is mutually agreed to by the Contracting Agency, Contractor and the Board at least 7 calendar days before the hearing.
 - e. For hearings regarding disputes involving a Subcontractor, the Contractor shall require and ensure that each Subcontractor involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the Subcontractor disputes.
3. A party furnishing written evidence or documentation of any kind to the Board must furnish copies of such information to the other party and the Board a minimum of 21 calendar days prior to the date the Board sets to convene the hearing for the dispute, unless otherwise mutually agreed to by the parties and the Board. Either party shall produce such additional evidence as the Board may deem necessary and furnish copies to the other party prior to submittal to the Board.
4. The conduct of the hearing shall be established by the Board and be generally consistent with the following guidelines:
- a. The party who referred the dispute to the Board shall present first, followed by the other party.

- b. To assure each party a full and adequate opportunity to present their position, both parties shall be allowed successive rebuttals and to rebut the opposing party's position until, in the Board's opinion, all aspects of the dispute have been fully and fairly covered.
 - c. The Board shall be fully prepared to, and may at any time, ask questions, request clarifications, or ask for additional data, documents, and/or job records.
 - d. Either party may request that the Board direct a question to, or request a clarification from the other party. The Board shall determine at what point in the proceedings such requests may be made and if they will be granted. In general, the Board will not allow one party to be questioned directly by the other party.
 - e. In difficult or complex cases, additional hearings may be necessary to facilitate full consideration and understanding of the dispute.
 - f. The Board, in its discretion, may allow introduction of arguments, exhibits, handouts, or documentary evidence that were not included in that party's prehearing position paper or rebuttal and have not been previously submitted to the other party. In such cases the other party will be granted time to review and prepare a rebuttal to the new material, which may require a continuation of the hearing.
5. After the hearing is concluded, the Board shall meet in private and reach a conclusion supported by two or more members. Its findings and recommendations, together with its reasons shall then be submitted as a written report to both parties. The recommendations shall be based on the pertinent Contract provisions, facts, and circumstances involved in the dispute. The Contract shall be interpreted and construed in accordance with the laws of the State of Washington.

Failure to Prepare a Pre-Hearing Submittal or Attend a Hearing

In the event that either party fails to deliver a pre-hearing submittal by the date established by the Board, the Board shall, at its discretion, determine whether the hearing shall proceed as originally scheduled, or allow additional time for the submittal and/or reschedule the hearing. On the final date and time established for the hearing, the Board shall proceed with the hearing utilizing the information that has been submitted.

In the event that representatives of either the Contracting Agency or the Contractor fail to appear at the appointed time of a hearing, the Board shall postpone the hearing until such time as representatives from both parties are available to proceed with the hearing.

Use of Outside Experts

1. By the Contracting Agency or the Contractor:

- a. A party intending to offer an outside expert's analysis at the hearing shall notify the other party and the Board in writing no less than 30 calendar days prior to the due date for delivering the pre-hearing submittal, and provide the following disclosure:
 - i. The expert's name and a general statement of the area of the dispute that will be covered by his or her testimony.
 - ii. A statement prepared by the proposed expert which addresses the requirements of the **Establishment of the Board** subsection of this Special Provision, item 2.
 - iii. A statement prepared by the proposed expert which identifies the experience and training which qualifies them as an expert.
- b. Upon receipt of the disclosure, the other party shall have the opportunity to secure the services of an outside expert to address or respond to those issues that may be raised by the other party's outside expert. The notification and disclosure requirement shall be the same as that specified elsewhere in this section, except the time requirement is 21 calendar days.

2. By the Board:

- a. When requested by the Board and subject to approval of the parties, outside experts may be needed to assist the Board. In such cases, the outside expert shall in no way be deemed authorized to usurp the Board's authority to issue the Board recommendations. Such authority shall remain vested solely in the Board.
- b. Prior to arranging for outside experts, the Board shall obtain prior approval from the Contracting Agency and the Contractor by providing:

- i. A statement explaining why the expert assistance is needed.
- ii. An estimate of the cost of the expert assistance.
- iii. The expert's name and a general statement of the area of expertise they will provide.
- iv. A statement prepared by the proposed expert which addresses the requirements of the **Establishment of the Board** subsection of this Special Provision, item 2.
- v. A statement prepared by the proposed expert which identifies the experience and training which qualifies them as an expert.
- vi. A confidentiality statement, consistent with the confidentiality obligations of the Board described in the Three Party Agreement, executed by the proposed expert.

Disputes Review Board Report

The Board's recommendations shall be formalized in a written report signed by all Board members. The recommendations shall be based on the Contract Provisions and the facts and circumstances involved in the dispute. The report should include a description of the dispute, statements of each party's position, findings as to the facts of the dispute, discussion and rationale for the recommendation(s), and the recommendation(s). The report shall be submitted concurrently to the parties, as soon as possible after completion of the hearing as agreed by all parties.

Either party may request clarification of a report within 14 calendar days following receipt of the report. Within a reasonable period of time, the Board shall provide written clarification to both parties. Requests for clarification shall be submitted in writing simultaneously to the Board and the other party.

Either party may request reconsideration of a report, provided:

1. The request is made within 14 calendar days following receipt of the report, and
2. New information is obtained or developed that was not known at the time of the hearing or, in the party's opinion, the Board misunderstood or failed to consider pertinent facts of the dispute.

Requests for reconsideration shall be submitted in writing simultaneously to the Board and the other party. The Board shall give the party not requesting reconsideration the option of submitting a rebuttal to any information that is the basis of the request for reconsideration. The Board shall provide a written response to the request for reconsideration.

Acceptance of Disputes Review Board Recommendations

Within 30 calendar days of receiving the Board's report, or within 14 calendar days of receiving the Board's written clarification and/or reconsideration, both the Contracting Agency and the Contractor shall respond to the other in writing signifying that the dispute is either resolved or remains unresolved. Although both parties should place weight upon the Board recommendations, the recommendations are not binding.

If the Board's assistance does not lead to resolution of the dispute, the Contractor must file a claim according to Section 1-09.11(2) before seeking any form of judicial relief.

In the event the Board's recommendations do not lead to resolution of the dispute, the Board's recommendation consisting solely of the Board's written report and any written minority reports, along with the Board's written clarifications and written responses to requests for reconsideration, if any, will be admissible in any subsequent dispute resolution proceedings including, but not limited to litigation/arbitration. The aforementioned list of documentation shall be considered all inclusive.

Payment for the Disputes Review Board

The Contracting Agency and Contractor shall share equally in the cost of the Board's services and all operating expenses of the Board. The Board members' compensation shall be in accordance with the Three Party Agreement. After the Contractor and Contracting Agency review invoices from the Board and other operating expenses of the Board, the Contractor shall make full payment for all Board members and Board operating expenses. The Contracting Agency will reimburse the Contractor for fifty percent of such payments, under the pay item "Disputes Review Board".

The Contractor and the Contracting Agency shall equally bear the cost of the services of the outside expert hired to advise the Board. Outside experts hired to advise the Board shall Contract directly with the Contractor after concurrence from the Board and approval from the Contracting Agency. Invoices for these services shall be submitted by the expert to both the Contractor and Contracting Agency for approval by both parties. The Contractor shall pay approved invoices in full, and the Contracting Agency will reimburse the Contractor for fifty percent of such payments, under the Bid item "Disputes Review Board".

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The cost for securing outside expert services for the Contracting Agency or the Contractor shall be borne by the party securing such services.

The Contracting Agency will provide administrative services, such as conference facilities and copying services, to the Board and the Contracting Agency will bear the costs for these services.

Indemnification of Disputes Review Board Members

The Contracting Agency and Contractor shall indemnify and hold harmless the Board members from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of and resulting from the actions and recommendations of the Board.

1-09.11(3) Time Limitation and Jurisdiction ***(November 30, 2018 APWA GSP)***

Revise this section to read:

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

1-09.13 Claim Resolution

1-09.13(3) Claims \$250,000 or Less ***(October 1, 2005 APWA GSP)***

Delete this Section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration ***(November 30, 2018 APWA GSP)***

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

(January 3, 2017 WSDOT GSP, OPTION 1)

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

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. 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

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

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

1-10.2(2) Traffic Control Plans

(April 12, 2018 CFW GSP)

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

The following minimum Traffic Control requirements shall be maintained during the construction of the project:

1. If the Contractor opts to utilize traffic control plans other than those provided in these Contract Documents, the Contractor shall provide traffic control plans to the City of Federal Way for review and approval a minimum of five (5) working days prior to implementation. These plans shall supplement Construction Staging Plans. The plans as provided by the Contractor shall include and not be limited to the following information:
 - Stop line locations with station and offset to verify safety of intersection turning radius for vehicles.
 - Minimum lane widths provided for vehicular travel.

- Turn pocket length, gap, and tapers in conformance with the City of Federal Way Standard Detail DWG 3-19A.
2. Detours will not be allowed except as noted herein or Section 1-07.23(2) as amended.
 3. Temporary paint striping, reflective marking tape, and/or retroreflective tubular markers shall be required for each shift of traffic control. The Contractor shall provide temporary striping, reflective marking tape, and/or reflective tubular markers as required at the direction of the Engineer.
 4. The Contractor provided Traffic Control Plans shall lay out traffic control device spacing, tapers, etc., to scale, and shall contain accurate dimensions and legends and shall be signed by the preparer.

1-10.2(3) Conformance to Established Standards

(February 3, 2020 WSDOT GSP, OPTION 1)

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

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

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

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative

Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.

3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

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

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items) ***(August 2, 2004 WSDOT GSP, OPTION 1)***

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

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

1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

Section 1-10.5(1) is deleted and replaced with the following:

The lump sum price for "Project Temporary Traffic Control" shall include but not limited to all labor, materials, tools, flagger, and equipment necessary in performing the Contract Work defined in Section 1-10.

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DIVISION 2 EARTHWORK

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

2-09.3(1)E Backfilling

(April 12, 2018 CFW GSP)

The first paragraph of Section 2-09.3(1) is replaced with the following:

The backfilling of openings dug for Structures or for Removal of Structures and Obstructions shall be a necessary part of and incidental to the excavation. Backfill material shall be Gravel Borrow unless the use of native or other material is approved by the engineer.

2-09.4 Measurement

(April 12, 2018 CFW GSP)

Section 2-09.4 is supplemented with the following:

The provision of Section 2-09.3(1) shall be covered under "Permanent Signage", lump sum in Section 8-21.5.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

SECTION 8-21 PERMANENT SIGNING

8-21.1 Description

(March 13, 2012 CFW GSP)

Section 8-21.1 is deleted and replaced with the following:

This work shall consist of furnishing and installing permanent signing, sign removal, sign relocation, and the project sign installation and removal, in accordance with the Plans, these Specifications, the Standard Plans, MUTCD, and the City of Federal Way Standard Details at the locations shown in the Plans or where designated by the Engineer. Signs to be removed as shown on the Plans, shall be returned to the Owner.

Contractor shall include a procedure as part of determining the final placement of signs. This procedure shall include a process of flagging (staking) locations of proposed placement of signs (that have been identified to be free of underground obstructions or existing utilities) which meet offset distances that meet minimum H1 and W3 measurements (noted in the plans and standard drawings) and are approved in groups (grouped by corridor) by the Engineer. Following initial approval in the field, Contractor shall provide information of H1, W, and W3 values on a sign schedule (added to the plans) for approval by the Engineer before any field installation begins.

Some sign locations include the placement of signs on each side of the post, therefore contractor shall identify these locations (uniquely distinguished, by color of flag, is an option) that include signs in both directions.

If the signs placement location, noted as W and separately W3 in the details, does not meet 2' minimum from the edge of the curb/shoulder, the location shall be flagged in the field (uniquely different from the other two flags mentioned above) for approval as a design exception by the Engineer or relocation by the contractor.

Colors and final placement of all permanent signs shall be submitted to the City for approval prior to installation in the field. Installed signs that do not have color and final location approved by the City may be required to be removed and replaced in an acceptable color at the Contractor's expense.

8-21.2 Materials

Perforated Steel Square Sign Post System

Where noted in the Plans, steel sign post systems shall be square, pre-punched galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA approved. The steel sign post system shall include all anchor sleeves, and other hardware required for a complete sign installation.

8-21.3 Construction Requirements

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8-21.3(1) Location of Signs

Section 8-21.3(1) is deleted and replaced with the following:

Signs are located in the Plans by longitude and latitude as obtained from Google Maps. These are tentative locations subject to change by the Engineer. Final locations and lengths of steel post will be determined and verified by the Engineer prior to fabrication.

8-21.3(2) Placement of Signs

(December 18, 2009 CFW GSP)

Section 8-21.3(2) is supplemented with the following:

The City of Federal Way, 253-835-2744, shall be contacted within 2 working days of completion of the permanent signing installation to inspect, inventory, and log all new and relocated signs.

Other Signs: Refer to the currently adopted version of the Manual on Uniform Traffic Control Devices (MUTCD) with Washington State Supplements.

8-21.4 Measurement

(April 12, 2018 CFW GSP)

Section 8-21.4 is deleted and replaced with the following:

“Permanent signing” is measured on a lump sum basis.

8-21.5 Payment

(April 12, 2018 CFW GSP)

Section 8-21.5 is deleted and replaced with the following:

The lump sum price for “Permanent Signing” shall include all labor, materials, tools, and equipment necessary to furnish and install permanent signing, process for placement, sign plan update to include H1, W, and W3 dimensions on the plans, approval process with the engineer for final placement, sign removal, and sign relocation. Sign covering shall be incidental and shall not be measured.

The lump sum price for “Permanent Signing” shall include a procedure as part of determining the final placement of signs. This procedure shall include a process of flagging (staking) locations of proposed placement of signs (that have been identified to be free of underground obstructions or existing utilities) which meet offset distances that meet minimum H1 and W3 measurements (noted in the plans and standard drawings) and are approved in groups (grouped by corridor) by the Engineer. Following initial approval in the field, Contractor shall provide information of H1, W, and W3 values on a sign schedule (added to the plans) for approval by the Engineer before any field installation begins.

Some sign locations include the placement of signs on each side of the post, therefore contractor shall identify these locations (uniquely distinguished, by color of flag, is an option) that include signs in both directions.

If the signs placement location, noted as W and separately W3 in the details, does not meet 2' minimum from the edge of the curb/shoulder, the location shall be flagged in the field (uniquely different from the other two flags mentioned above) for approval as a design exception by the Engineer or relocation by the contractor.

END OF DIVISION 8

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DIVISION 9 MATERIALS

SECTION 9-28 SIGNING MATERIALS AND FABRICATION

9-28.1 General

(January 8, 2013 CFW GSP)

Paragraph three is deleted and replaced with the following:

All warning (W series) signs, except for parking regulation, parking prohibition signing and signs of fluorescent yellow color shall be constructed with Type III Glass Bead Retroreflective Element Material sheeting in accordance with Section 9-28.12 of the Standard Specifications. This sheeting has a retro reflection rating of 250 candelas/foot candle/square foot for white-silver sheeting with a divergence angle of 0.2 degrees and an incidence angle of minus 4 degrees. This high intensity sheeting shall be Type III sheeting or greater. The reflectivity standard of supplemental plaques shall match that of the primary sign.

9-28.2 Manufacturer's Identification and Date

(October 23, 2014 CFW GSP)

Section 9-28.2 is deleted and replaced with the following:

All signs shall show the manufacturer's name and date of manufacture on the back.

9-28.8 Sheet Aluminum Signs

(January 8, 2013 CFW GSP)

Section 9-28.8 table is deleted and replaced with the following:

<u>Maximum Dimension</u>	<u>Blank Thickness</u>
Less than 30 inches	0.080 inches
Greater than 30 inches, less than 48 inches	0.100 inches
Greater than 48 inches	0.125 inches

Section 9-28.8 is supplemented with the following:

All permanent signs shall be constructed from aluminum sign blanks unless otherwise approved by the Engineer. Sign-blank minimum thicknesses, based on maximum dimensions, shall be as follows:

9-28.11 Hardware

Section 9-28.11 is supplemented with the following:

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(August 3, 2015)

Locknuts shown in the Plans specifying a locknut or locknut with nylon insert shall conform to one of the following:

1. ANCO Pin Locknut, with stainless steel locking pin, as manufactured by Lok-Mor, Inc.
2. Tri-lock Locknut, as manufactured by Lok-Mor, Inc.
3. Grade DH or 2H hex or heavy hex nuts conforming to one of the ASTM material specifications in the Locknut category of the Hardware table of this Section may be modified by installing a nylon insert washer. A minimum of 60-percent of the original number of threads shall meet the requirements of the applicable ASTM material specification after insertion of the nylon insert washer.
4. Hex or heavy hex nuts conforming to one of the ASTM material specifications in the Locknut category of the Hardware table of this Section may be modified by adding one of the following products to a minimum of one-half of the internal threads of the nut and the entire exterior top surface of the nut:
 - a. Nylok Blue Torq-Patch Locknut.
 - b. Nylok Precote 30.
 - c. ND Patch 360 Ring Patch.

The nuts with any of the three listed products are permitted for a single use only and shall have a maximum of two nut widths of thread extending beyond the nut after installation.

The alternatives to locknuts specified in Standard Plans G-90.20, G-90.30, and J-75.41 are deleted and replaced with the four options specified above.

9-28.14 Sign Support Structures

(December 18, 2009 CFW GSP)

Section 9-28.14 is supplemented with the following:

Unless otherwise noted on the plans or approved by the engineer, all proposed sign posts shall be steel sign post.

9-28.14(2) Steel Structures and Posts

(December 18, 2009 CFW GSP)

Section 9-28.14(2) is supplemented with the following:

Unless otherwise noted on the plans or approved by the engineer, all sign posts shall be steel sign posts.

Approved Manufacturers for Steel Sign Supports

The Standard Plans lists several steel sign support types. These supports are patented devices and many are sole-source. All of the sign support types listed below are acceptable when shown in the plans.

<u>Steel Sign Support Type</u>	<u>Manufacturer</u>
Type ST 2	Ultimate Highway Products, Allied Tube & Conduit, Inc., Northwest Pipe, Inc.

Standard Plans

(February 3, 2020 WSDOT)

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1

B-10.60

DELETED

B—82.20

DELETED

B-90.40

Valve Detail – DELETED

C-1

Delete Note 1.

Revise Note 2 to read “Remove all rail washers, also called “Snow Load Rail Washers”, when encountered during raising beam guardrail work and the guardrail raising work requires removal of the rail.

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Re-number all notes.

C-4b

DELETED

C-4e

DELETED

C-8a

Delete "Section A-A, Type 4 Detail"

C-20.11

Delete Notes 1 & 2. Re-Number all notes.

Delete "Snow Load Post Washer" and "Snow Load Rail Washer" details.

C-20.19

DELETED

C-22.14

DELETED

C-22.16

Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 31" is revised to read: "Elevation G = (Elevation S – D x (0.1) + 31/12"

C-22.45

For the SOFTSTOP (TL-2) elevation view detail, the callout "SOFTSTOP (TL-2) SYSTEM LENGTH = 38' – 4 1/2" is revised to read "SOFTSTOP (TL-2) SYSTEM LENGTH = 38' – 3 1/2"

C-40.14

DELETED

C-60.10

Sheet 1, Side Elevation: The bottom set of ①- #4 horizontal rebar (2x) located at the base of the barrier is repositioned to be aligned with the bottom of ②- #4 stirrup bars to match the bar positioning shown on Sheet 1, Section A.

Sheet 1, Reinforcing Steel Bending Diagram, ③- Pin Slot Bar detail: Add the following callout to the detail, "HOT DIP GALVANIZE AFTER FABRICATION (ASTM A123 OR AASHTO M 111)".

Sheet 2, ANCHORING PIN ASSEMBLY DETAIL: The first line of the description under the title was "1 1/2" DIAMETER (ASTM A36), COLD ROLL" is now changed to "1 1/2" DIAMETER (ASTM A36), HOT ROLL".

C-70.10

Sheet 1, Note 1 was – "1. PERMANENT INSTALLATION requirements: Embed barrier 3" (in) minimum; " is revised to read: "1. Installation requirements:: Embed barrier 3" (in) minimum in asphalt or concrete; embed barrier 10" (in) minimum in soil; "

Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.

Sheet 1, add new Note 3, "3. See Sheet 2 for barrier with a 2'-10" reveal installed in asphalt or concrete. See Sheet 3 for barrier with a 3'-6" reveal installed in asphalt or concrete."

Sheet 1, Elevation: The dimension from the barrier end

Sheet 1, Elevation: The dimension from the barrier end to the barrier lifting slot was "3' – 4" (TYP)" is now changed to "4' – 8" (TYP)", and the barrier lifting slot dimension was "5' – 0" (TYP)" is now changed to "3' – 0" (TYP)".

Sheet 2, the detail titled "3' – 6" BARRIER FOR USE WITH A 0" (IN) TO 5" (IN) MAX. GRADE SEPARATION" has the following changes:

1. The detail title is changed to "3' – 6" BARRIER FOR USE WITH A 0" (IN) TO 4" (IN) MAX. GRADE SEPARATION".
2. The callout "GRADE SEPARATION--5" MAX." is changed to "GRADE SEPARATION--4" MAX."

C-75.10

Note 2 is deleted. Renumber subsequent notes.

C-75.20

Note 2 is deleted. Renumber subsequent notes.

C-75.30

Note 2 is deleted. Renumber subsequent notes.

C-85.11

Add new Note 3 "3. The intended use of this plan is for placing concrete barrier in front of 11 bridge piers on bridge retrofit projects only. Contact the HQ Bridge traffic barrier specialist before using this barrier placement plan for projects involving new or reconstructed bridges."

C-85.14

DELETED

C-90.10

DELETED

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be

designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and Gutter Section"

F-10.40

"EXTRUDED CURB AT CUT SLOPE", Section detail – Deleted

F-10.42

DELETE – "Extruded Curb at Cut Slope" View

G-25.10

Key Note 3, second sentence, was – "For single-post installations, divide the (#2w/diamond shape symbol) post MAX. XYZ in half." Is revised to read: "For single-post installations, divide the two-post MAX. XYZ in half."

G-60.10
DELETED

G-60.20
DELETED

G-60.30
DELETED

G-70.10
DELETED

G-70.20
DELETED

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-10.21
Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22
Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”

Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.” is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”

Note 1, was – “ socket box mounting detail, see Standard Plan J-3b.” is revised to read to read: “ socket box mounting detail, see Standard Plan J-10.20.”

Note 6, was – “ See door hinge detail, Standard Plan J-3b.” is revised to read: “ See door hinge detail, Standard Plan J-10.20.”

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 42 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x)
Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-28.24

Case E and Case F Section View dimension callout, "3' – 0" MIN. FOR BEAM GUARDRAIL, 4' – 0" MIN. FOR CONC. BARRIER TYPE 2" is revised to read, "5' – 0"

MIN. FOR BEAM GUARDRAIL, 8' – 0" MIN. FOR UNANCHORED TYPE F CONC. BARRIER, 4' – 0" MIN. FOR ANCHORED TYPE F CONC. BARRIER".

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10

Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit 623 (T4-5) [middle ckt] is revised to read; circuit 622 (T4-5).

K-80.10

SIGN INSTALLATION (BEHIND TRAFFIC BARRIER) detail dimension callout, "3' MIN." is revised to read, "5' MIN."

K-80.30

DELETED

K-80.35

Add New Note 1 – "1. The intended use of this plan is for the temporary installation of Type 2 concrete barrier (See Standard Plan C-8) on cement concrete pavement, bridge decks, or hot mix asphalt pavement, and Type F concrete barrier on cement concrete pavement or bridge decks.

Re-number all notes.

The TYPE 1 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-80.30) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK" is revised to read, "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE F (STD. PLAN C-60.10) OR PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK."

The TYPE 3 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-80.30) ON HOT MIX ASPHALT PAVEMENT" is revised to read, "TEMPORARY INSTALLATION OF PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON HOT MIX ASPHALT PAVEMENT."

K-80.37

Revise Note 1 to read:"1. The intended use of this plan is for the temporary installation of Type F NARROW BASE concrete barrier (See Standard Plan C-60.10) or Type 4 (Type

2 Narrow Base – See Std. Plan C-8a) Concrete Barrier on cement concrete pavement, bridge decks.”

Replace all callouts stating “NARROW BASE, ALTERNATIVE TEMPORARY CONCRETE BARRIER SEGMENT” with “Type F NARROW BASE or Type 4 (Type 2 Narrow Base) concrete barrier segment.”

M-3.50

Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left corner, “taper” dimension; callout – was “40’ if Posted Speed is 40 MPH or less 100’ if Posted Speed is more than 40 MPH” is revised to read; “See Contract”

M-5.10

Right-Turn Channelization view, dimension, upper right corner, “taper” dimension; callout – was “50’ MIN.” is revised to read; “See Contract”

M-12.10

Add Note 5. “Check with Region Traffic Office for RPM and Guidepost placements.”

M-24.50

DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-40.00-00.....8/11/09	A-50.30-00 11/17/08
A-10.20-00..... 10/5/07	A-40.10-04.....7/31/19	A-50.40-00 11/17/08
A-10.30-00..... 10/5/07	A-40.15-00.....8/11/09	A-60.10-03 12/23/14
A-20.10-00.....8/31/07	A-40.20-04..... 1/18/17	A-60.20-03 12/23/14
A-30.10-00..... 11/8/07	A-40.50-02..... 12/23/14	A-60.30-01 6/28/18
A-30.30-01.....6/16/11	A-50.10-00 11/17/08	A-60.40-00 8/31/07
A-30.35-00..... 10/12/07	A-50.20-01 9/22/09	
B-5.20-02..... 1/26/17	B-30.50-03.....2/27/18	B-75.20-02 2/27/18
B-5.40-02..... 1/26/17	B-30.70-04.....2/27/18	B-75.50-01 6/10/08
B-5.60-02..... 1/26/17	B-30.80-01.....2/27/18	B-75.60-00 6/8/06
B-10.20-02..... 3/2/18	B-30.90-02..... 1/26/17	B-80.20-00 6/8/06
B-10.40-01..... 1/26/17	B-35.20-00..... 6/8/06	B-80.40-00 6/1/06
B-10.70-00 1/26/17	B-35.40-00..... 6/8/06	B-85.10-01 6/10/08
B-15.20-01.....2/7/12	B-40.20-00..... 6/1/06	B-85.20-00 6/1/06
B-15.40-01.....2/7/12	B-40.40-02..... 1/26/17	B-85.30-00 6/1/06
B-15.60-02..... 1/26/17	B-45.20-01..... 7/11/17	B-85.40-00 6/8/06
B-20.20-02..... 3/16/12	B-45.40-01..... 7/21/17	B-85.50-01 6/10/08
B-20.40-04.....2/27/18	B-50.20-00..... 6/1/06	B-90.10-00 6/8/06
B-20.60-03..... 3/15/12	B-55.20-02..... 2/27/18	B-90.20-00 6/8/06
B-25.20-02..... 2/27/18	B-60.20-01..... 6/28/18	B-90.30-00 6/8/06
B-25.60-02.....2/27/18	B-60.40-01..... 2/27/18	B-90.40-01 1/26/17
B-30.10-03.....2/27/18	B-65.20-01..... 4/26/12	B-90.50-00 6/8/06

CITY OF FEDERAL WAY

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SP-85

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B-30.15-00 2/27/18	B-65.40-00 6/1/06	B-95.20-01 2/3/09
B-30.20-04 2/27/18	B-70.20-00 6/1/06	B-95.40-01 6/28/18
B-30.30-03 2/27/18	B-70.60-01 1/26/17	
B-30.40-03 2/27/18		

C-1..... 6/28/18	C-20.15-02..... 6/11/14	C-40.18-03 7/21/17
C-1a..... 7/14/15	C-20.18-02..... 6/11/14	C-60.10-00 8/22/19
C-1b..... 7/14/15	C-20.19-02..... 6/11/14	C-70.10-01 6/17/14
C-1d..... 10/31/03	C-20.40-06..... 7/21/17	C-75.10-01 6/11/14
C-2c..... 6/21/06	C-20.41-01..... 7/14/15	C-75.20-01..... 6/11/14
C-4f..... 7/2/12	C-20.42-05..... 7/14/15	C-75.30-01..... 6/11/14
C-6a..... 10/14/09	C-20.45.01 7/2/12	C-80.10-01..... 6/11/14
C-7..... 6/16/11	C-22.16-06..... 7/21/17	C-80.20-01..... 6/11/14
C-7a..... 6/16/11	C-22.40-06..... 7/21/17	C-80.30-01..... 6/11/14
C-8..... 2/10/09	C-22.45-03..... 7/21/17	C-80.40-01..... 6/11/14
C-8a..... 7/25/97	C-23.60-04..... 7/21/17	C-80.50-00..... 4/8/12
C-8b..... 2/29/16	C.24.10-01 6/11/14	C-85.10-00..... 4/8/12
C-8e..... 2/21/07	C-25.20-06..... 7/14/15	C-85.11-00..... 4/8/12
C-8f..... 6/30/04	C-25.22-05..... 7/14/15	C-85.14-01..... 6/11/14
C-16a..... 7/21/17	C-25.26-03..... 7/14/15	C-85.15-01..... 6/30/14
C-20.10-04 7/21/17	C-25.30-00 .6/28/18	C-85.16-01..... 6/17/14
C-20.11-00 7/21/17	C-25.80-04..... 7/15/16	C-85-18-01 6/11/14
C-20.14-03..... 6/11/14	C-40.16-02..... 7/2/12	C-85.20-01..... 6/11/14

D-2.04-00 11/10/05	D-2.48-00 11/10/05	D-3.17-02 5/9/16
D-2.06-01 1/6/09	D-2.64-01 1/6/09	D-4..... 12/11/98
D-2.08-00 11/10/05	D-2.66-00 11/10/05	D-6..... 6/19/98
D-2.14-00 11/10/05	D-2.68-00 11/10/05	D-10.10-01..... 12/2/08
D-2.16-00 11/10/05	D-2.80-00 11/10/05	D-10.15-01..... 12/2/08
D-2.18-00 11/10/05	D-2.82-00 11/10/05	D-10.20-01..... 8/7/19
D-2.20-00 11/10/05	D-2.84-00 11/10/05	D-10.25-01..... 8/7/19
D-2.32-00 11/10/05	D-2.86-00 11/10/05	D-10.30-00..... 7/8/08
D-2.34-01 1/6/09	D-2.88-00 11/10/05	D-10.35-00..... 7/8/08
D-2.36-03..... 6/11/14	D-2.92-00 11/10/05	D-10.40-01..... 12/2/08
D-2.42-00 11/10/05	D-3.09-00..... 5/17/12	D-10.45-01..... 12/2/08
D-2.44-00 11/10/05	D 3.10-01 5/29/13	
D-2.60-00 11/10/05	D 3.11-03 6/11/14	
D-2.62-00 11/10/05	D 3.15-02 6/10/13	
D-2.46-01 6/11/14	D 3.16-02 5/29/13	

E-1 2/21/07	E-4 8/27/03
E-2 5/29/98	E-4a 8/27/03

F-10.12-03 6/11/14	F-10.62-02 4/22/14	F-40.15-03 6/29/16
F-10.16-00 12/20/06	F-10.64-03 4/22/14	F-40.16-03 6/29/16
F-10.18-01 7/11/17	F-30.10-03 6/11/14	F-45.10-02 7/15/16
F-10.40-03 6/29/16	F-40.12-03 6/29/16	F-80.10-04 7/15/16
F-10.42-00 1/23/07	F-40.14-03 6/29/16	

G-10.10-00..... 9/20/07	G-25.10-04..... 6/10/13	G-95.10-02 6/28/18
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CITY OF FEDERAL WAY

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SP-86

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G-20.10-02..... 6/23/15	G-26.10-00 7/31/19	G-95.20-03 6/28/18
G-22.10-04..... 6/28/18	G-30.10-04..... 6/23/15	G-95.30-03 6/28/18
G-24.10-00..... 11/8/07	G-50.10-03..... 6/28/18	
G-24.20-01..... 2/7/12	G 90.10-03 7/11/17	
G-24.30-02..... 6/28/18	G 90.11-00 4/28/16	
G-24.40-07.... 6/28/18	G 90.20-05 7/11/17	
G-24.50-05.... 8/7/19	G 90.30-04 7/11/17	
G-24.60-05.... 6/28/18	G 90.40-02 4/28/16	
H-10.10-00 7/3/08	H-32.10-00..... 9/20/07	H-70.10-01..... 2/7/12
H-10.15-00 7/3/08	H-60.10-01..... 7/3/08	H-70.20-01..... 2/16/12
H-30.10-00..... 10/12/07	H-60.20-01..... 7/3/08	H-70.30-02..... 2/7/12
I-10.10-01 8/11/09	I-30.20-009/20/07	I-40.20-009/20/07
I-30.10-02 3/22/13	I-30.30-026/12/19	I-50.20-016/10/13
I-30.15-02 3/22/13	I-30.40-026/12/19	I-60.10-016/10/13
I-30.16-01 7/11/19	I-30.60-026/12/19	I-60.20-016/10/13
I-30.17-01 6/12/19	I-40.10-009/20/07	I-80.10-027/15/16
J-10.....7/18/97	J-28.40-02..... 6/11/14	J-60.13-00 6/16/10
J-10.10-03 6/3/15	J-28.42-01..... 6/11/14	J-60.14-01 7/31/19
J-10.15-01..... 6/11/14	J-28.43-01..... 6/28/18	J-75.10-02 7/10/15
J-10.16-00 6/3/15	J-28.45-03..... 7/21/16	J-75.20-01 7/10/15
J-10.17-00 6/3/15	J-28.50-03..... 7/21/16	J-75.30-02 7/10/15
J-10.18-00 6/3/15	J-28.60-02..... 7/21/16	J-75.40-02 6/1/16
J-10.20-02 7/31/19	J-28.70-03..... 7/21/17	J-75.41-01 6/29/16
J-10.21-00 6/3/15	J-29.10-01..... 7/21/16	J-75.45-02 6/1/16
J-10.22-00..... 5/29/13	J-29.15-01..... 7/21/16	J-80.10-00 6/28/18
J-10.25-00 7/11/17	J-29.16-02..... 7/21/16	J-80.15-00 6/28/18
J-12.15-00 6/28/18	J-30.10-00..... 6/18/15	J-81.10-00 6/28/18
J-12.16-00 6/28/18	J-40.05-00 7/21/16	J-86.10-00 6/28/18
J-15.10-01..... 6/11/14	J-40.10-04..... 4/28/16	J-90.10-03 6/28/18
J-15.15-02 7/10/15	J-40.20-03..... 4/28/16	J-90.20-03 6/28/18
J-20.10-04..... 7/31/19	J-40.30-04 4/28/16	J-90.21-02 6/28/18
J-20.11-03..... 7/31/19	J-40.35-01 5/29/13 J-	J-90.50-00 6/28/18
J-20.15-03..... 6/30/14	40.36-02 7/21/17 J-	
J-20.16-02..... 6/30/14	40.37-02 7/21/17 J-	
J-20.20-02..... 5/20/13	40.38-01 5/20/13	
J-20.26-01..... 7/12/12	J 40.39-00 5/20/13	
J-21.10-04..... 6/30/14	J 40.40-02 7/31/19	
J-21.15-01..... 6/10/13	J 45.36-00 7/21/17	
J-21.16-01..... 6/10/13	J 50.05-00 7/21/17	
J-21.17-01..... 6/10/13	J-50.10-01.....7/31/19	
J-21.20-01..... 6/10/13	J-50.11-02..... 7/31/19	
J-22.15-02..... 7/10/15	J-50.12-02.....8/7/19	
J-22.16-03..... 7/10/15	J-50.13-00.....8/22/19	
J-26.10-03..... 7/21/16	J-50.15-01.....7/21/17	
J-26.15-01..... 5/17/12	J-50.16-01.....3/22/13	
J-26.20-01..... 6/28/18	J-50.18-00.....8/7/19	
J-27.10-01..... 7/21/16	J-50.19-00.....8/7/19	

CITY OF FEDERAL WAY

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J-27.15-00 ..3/15/12
J-28.10-02..... 8/7/19
J-28.22-00..... 8/07/07
J-28.24-01..... 6/3/15
J-28.26-01..... 12/02/08
J-28.30-03..... 6/11/14

J-50.20-00 .6/3/11 J-
50.25-00 .6/3/11 J-
50.30-00 .6/3/11 J-
60.05-01 .7/21/16 J-
60.11-00.....5/20/13
J-60.12-00..... 5/20/13

K-70.20-016/1/16
K-80.10-016/1/16
K-80.20-00 12/20/06
K-80.35-002/21/07
K-80.37-002/21/07

L-10.10-02..... 6/21/12
L-20.10-03..... 7/14/15
L-30.10-02..... 6/11/14

L-40.10-026/21/12
L-40.15-016/16/11
L-40.20-026/21/12

L-70.10-015/21/08
L-70.20-015/21/08

M-1.20-03 6/24/14
M-1.40-02 6/3/11
M-1.60-02 6/3/11
M-1.80-03 6/3/11
M-2.20-03 7/10/15
M-2.21-00 7/10/15
M-3.10-03 6/3/11
M-3.20-02 6/3/11
M-3.30-03 6/3/11
M-3.40-03 6/3/11
M-3.50-02 6/3/11
M-5.10-02 6/3/11
M-7.50-01 1/30/07
M-9.50-02 6/24/14
M-9.60-002/10/09

M-11.10-03 8/7/19
M-12.10-01 6/28/18
M-15.10-012/6/07
M-17.10-027/3/08
M-20.10-026/3/11
M-20.20-024/20/15
M-20.30-042/29/16
M-20.40-036/24/14
M-20.50-026/3/11
M-24.20-024/20/15
M-24.40-024/20/15
M-24.60-046/24/14
M 24.65-00 7/11/17
M 24.66-00 7/11/17
M-40.10-036/24/14

M-40.20-00...10/12/07
M-40.30-017/11/17
M-40.40-009/20/07
M-40.50-009/20/07
M-40.60-009/20/07
M-60.10-016/3/11
M-60.20-026/27/11
M-65.10-025/11/11
M-80.10-016/3/11
M-80.20-006/10/08
M-80.30-006/10/08

END DIVISION 9

CITY OF FEDERAL WAY

HORIZONTAL CURVE WARNING SIGN
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SP-88

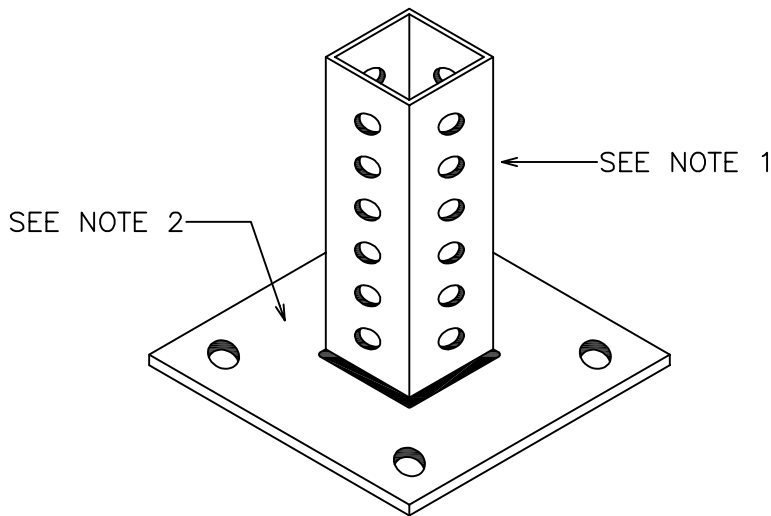
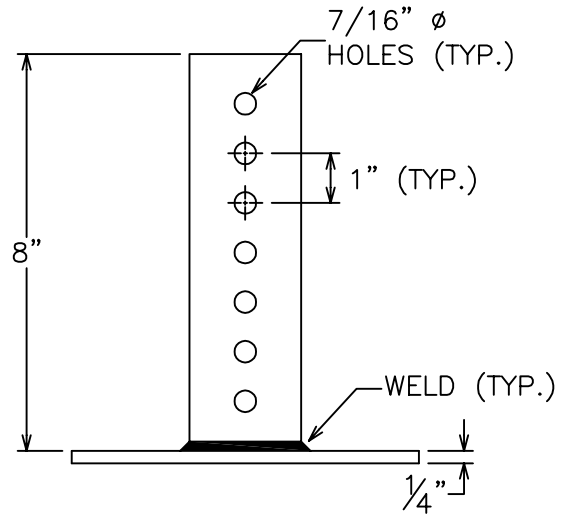
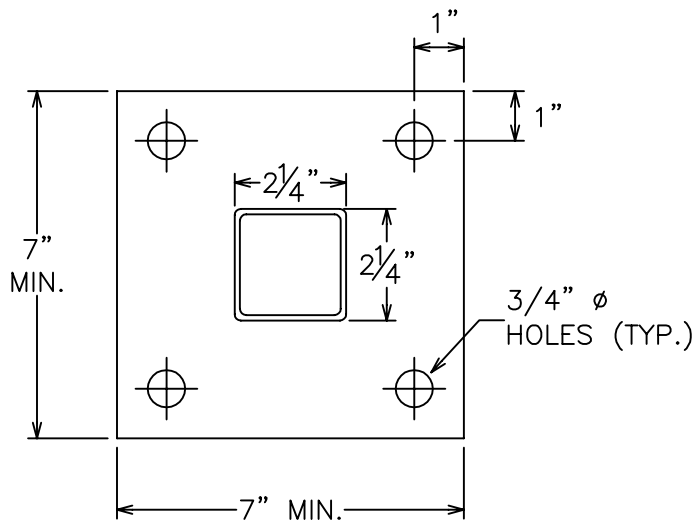
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STANDARD PLAND AND DETAILS

CITY OF FEDERAL WAY

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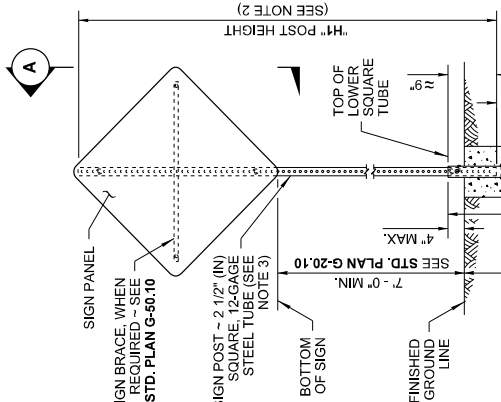
NOTES:

- 1) PREGALVANIZED PERFORATED SQUARE TUBING SHALL BE ACCURATELY AND CAREFULLY COLD-FORMED TO SIZE FROM LOW-CARBON 12 GAUGE, ASTM A653 GRADE 33.
- 2) 1/4" THICK PLAIN STEEL BOTTOM PLATE; ASTM A1101 SS GRADE 33.
- 3) FINAL ASSEMBLED PIECE SHALL BE PAINTED GRAY FOR WEATHER RESISTANCE.
- 4) LOCATE SIGN PER PLAN OR AS DIRECTED BY CITY TRAFFIC ENGINEER. IN CITY CENTER, THIS IS TYPICALLY ALIGNED WITH TREE WELLS AND STREET LIGHTS, NEAR THE STREET.
- 5) LOCATE BASE PLATE TO MAINTAIN A.D.A. PATH ON SIDEWALK (MIN. 4-FOOT PASSAGE WIDTH).

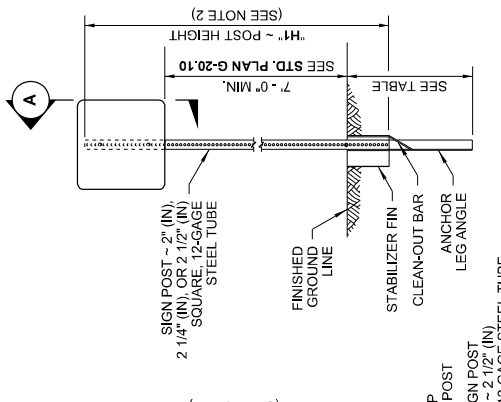
JAN 2017

NOTES

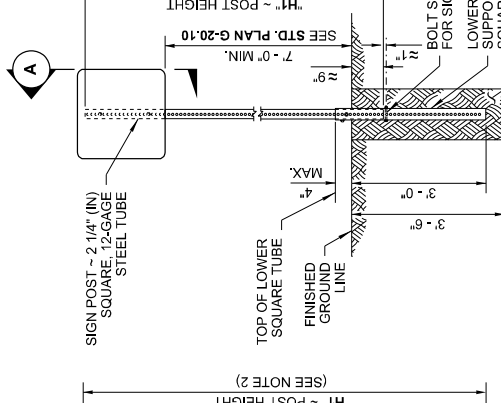
- Dimensions for the parts used to assemble the base connections are intentionally not shown. Base connections are patented, manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are shown on this plan only to illustrate how the parts are assembled.
- For "H1", refer to the Sign Specification Sheet in the Contract.
- A 2" (in) post with a 2 1/4" (in) PSST anchor or a 2 1/4" (in) post with a 2 1/2" (in) PSST anchor may be substituted. See Contract Plans.
- Perforated square steel post shall meet the requirements of **Standard Specification, Section 9-06**.
- Use only base connection manufacturer supplied hardware that meets the requirements of **Standard Specification, Sections 9-06 and 9-28**.



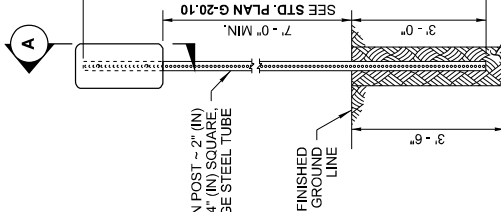
ELEVATION
TYPE ST-1 SIGN SUPPORT



ELEVATION
TYPE ST-2 SIGN SUPPORT



ELEVATION
TYPE ST-3 SIGN SUPPORT

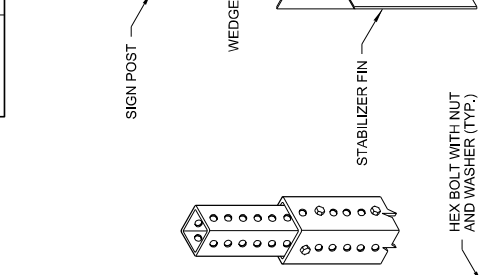


ELEVATION
TYPE ST-4 SIGN SUPPORT

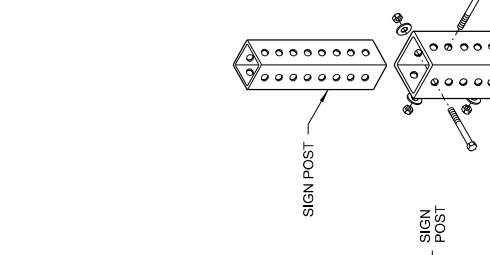
BURIED DEPTH	POST SIZE
2' - 6"	2", 2 1/4"
3' - 0"	2 1/2"



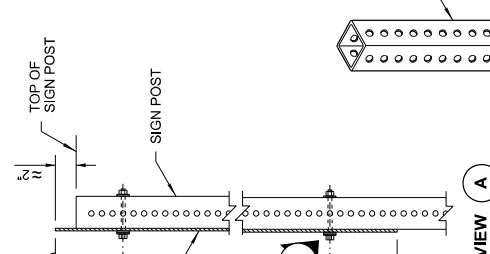
DETAIL B



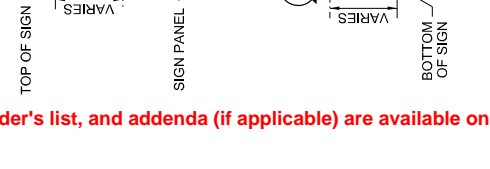
VIEW A



TYPE ST-2



TYPE ST-3



TYPE ST-4



STEEL SIGN SUPPORT
TYPES ST-1 - ST-4
INSTALLATION DETAILS
STANDARD PLAN G-24.50-05

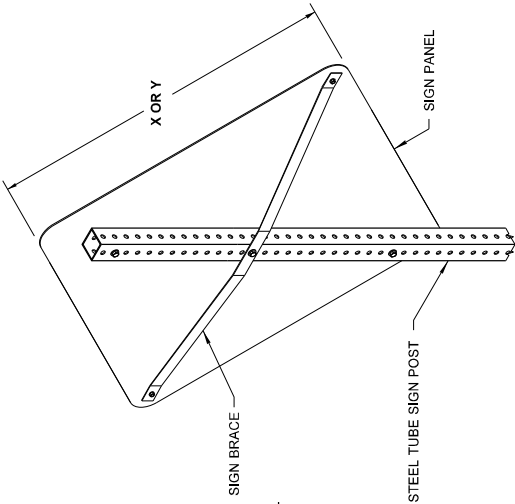
Project: John
Date: Aug 3, 2019 1:46 PM
CADD

SHEET 1 OF 1 SHEET

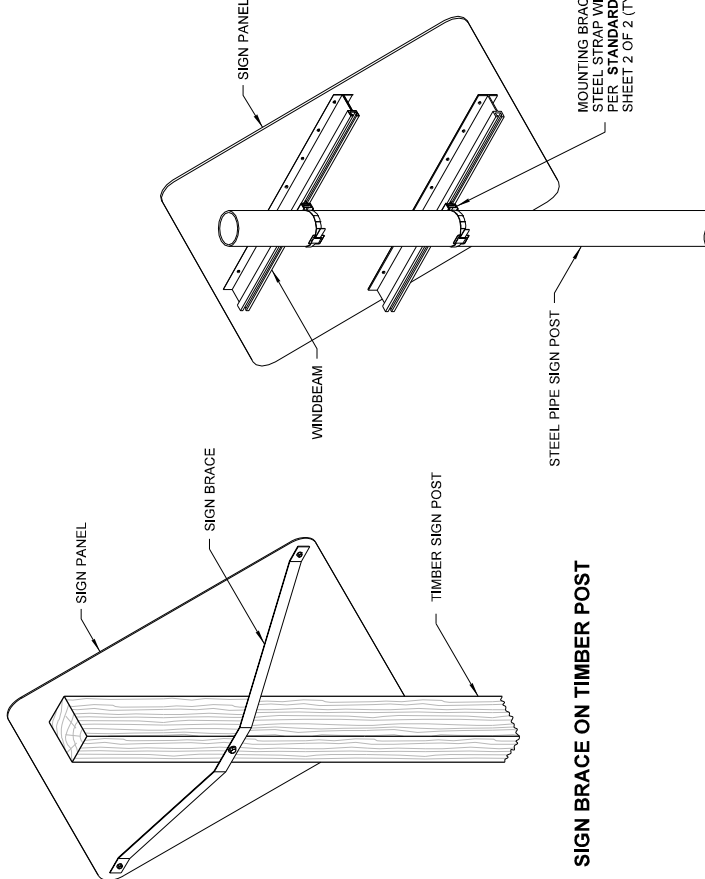
APPROVED FOR PUBLICATION
By: [Signature]
Project: [Signature]
Date: Aug 7, 2019 11:54 AM
STATE DESIGN ENGINEER
Washington State Department of Transportation

NOTES

1. Mounting brackets with steel straps shall be a stainless steel band and buckle system product or an approved equal. Mounting brackets shall be one bolt, flared leg; steel straps shall be 3/4" (in) wide and 0.030" (in) thick.
2. Sign braces are required for sign widths of 48" (in) or greater. For sign widths of 36" (in) or less, sign braces are only required when specified in the contract.
3. Sign braces are typically necessary on large sign panels that are exposed to high winds, traffic generated wind buffeting, or when snow thrown from plows might impact the sign.
4. A nylon washer shall be placed between the sign and the steel washer when the sign face has Type III, IV, VII or IX sheeting.
5. Signs 48" (in) or greater can be pinned together, back to back.
6. For signs installed back to back on a single post, no bracing is required.

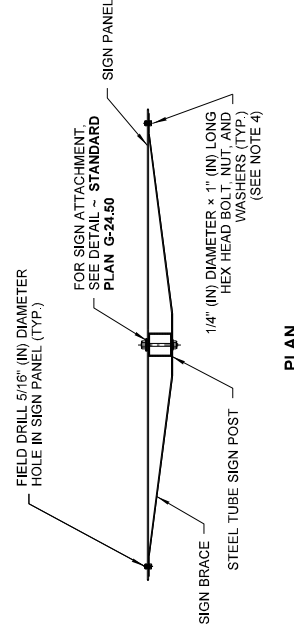
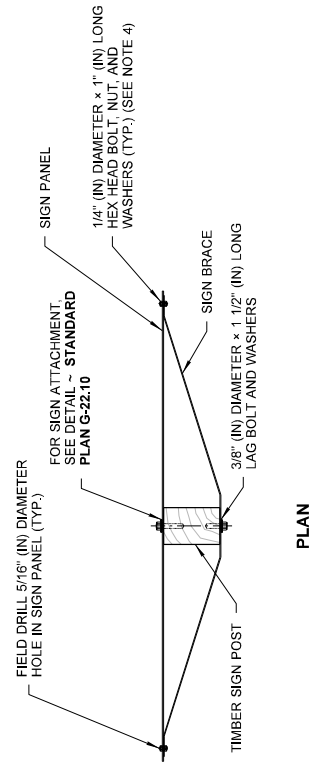


SIGN BRACE ON STEEL TUBE



SIGN BRACE ON TIMBER POST

SIGN BRACE ON STEEL PIPE



Nisbet, John
 Digitally signed by Nisbet, John
 Date: 2016.06.27 11:42:32 -07'00'

SIGN BRACING

STANDARD PLAN G-50.10-03

SHEET 1 OF 2 SHEETS

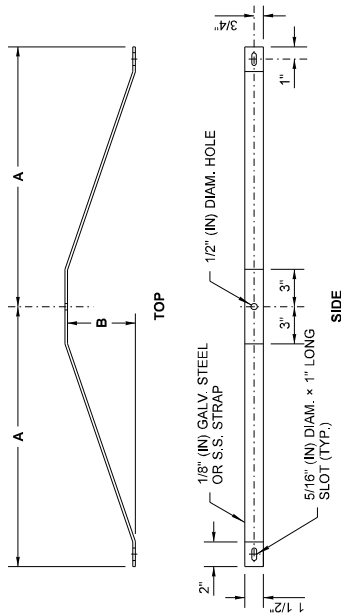
APPROVED FOR PUBLICATION
 Engineer: Jeff
 Date: 2016.06.27.146



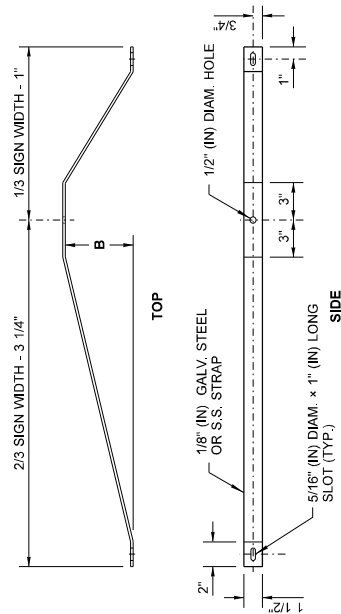
SIGN BRACE DIMENSIONS			
SIGN TYPE		SIGN POST TYPE	
YIELD	DIAMOND-SHAPED	OTHERS	
	1/3 SIGN WIDTH - 1 3/4"	1/2 SIGN WIDTH - 2 1/4"	1/2 SIGN WIDTH - 1"
A	4x6 OR 6x6 TIMBER POST	6x8 TIMBER POST	2 1/2" SQUARE TUBE
	5 1/2"	7 1/2"	2 1/2"
B	4 3/4"	4 3/4"	2 1/2"

NOTE

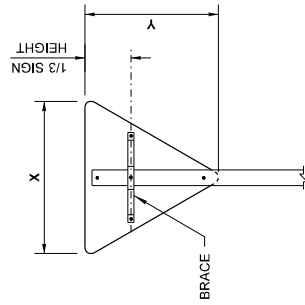
- For sign installations on round steel posts, see Standard Plan G-30.10, sheet 2 of 2.



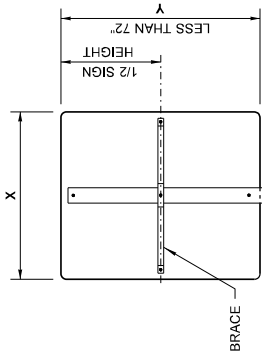
SIGN BRACE DETAIL



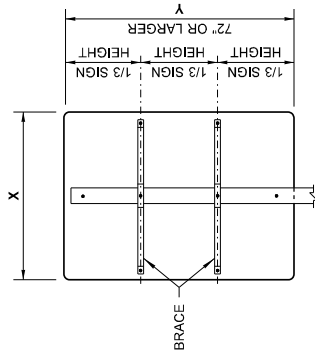
**NO PASSING ZONE
SIGN BRACE DETAIL**



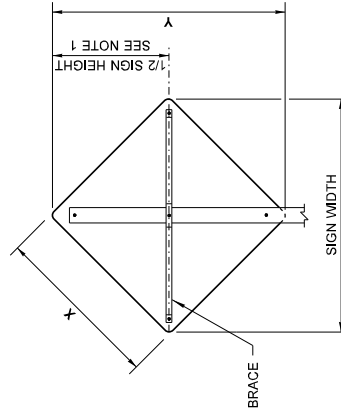
YIELD SIGN



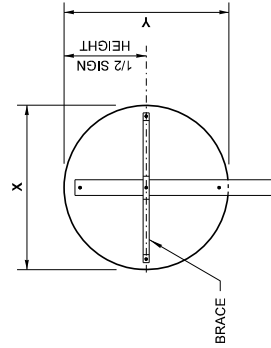
SMALL RECTANGULAR SIGN



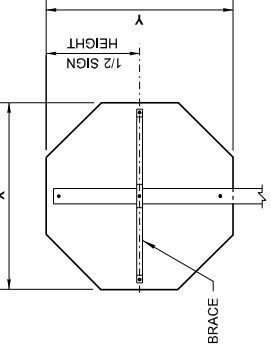
LARGE RECTANGULAR SIGN



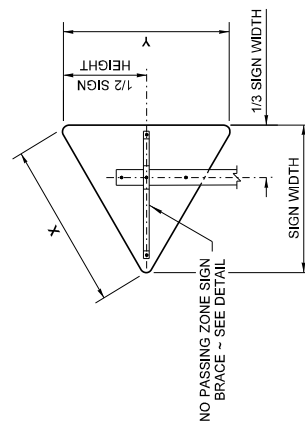
DIAMOND-SHAPED SIGN



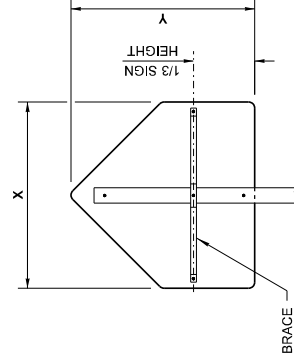
RAILROAD WARNING SIGN



STOP SIGN



NO PASSING ZONE SIGN



SCHOOL ZONE SIGN



Nisbet, John
Digitally signed by Nisbet, John
Date: 2018.06.27 11:42:51
-07'00'

SIGN BRACING

STANDARD PLAN G-50.10-03

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION
Checked by: [Signature]
Date: 06/27/2018 10:38 AM

STATE DESIGN ENGINEER

Washington State Department of Transportation

SIGN BRACE PLACEMENT

FHWA 1273

CITY OF FEDERAL WAY

**HORIZONTAL CURVE WARNING SIGN
DESIGN
PROJECT #218**

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PREVAILING WAGES AND BENEFIT CODE KEY

CITY OF FEDERAL WAY

HORIZONTAL CURVE WARNING SIGN
DESIGN
PROJECT #218

"General Decision Number: WA20200001 09/11/2020

Superseded General Decision Number: WA20190001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020
2	02/28/2020
3	03/06/2020
4	03/13/2020
5	05/01/2020
6	07/03/2020
7	07/10/2020
8	07/24/2020
9	08/07/2020
10	08/14/2020
11	09/11/2020

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS (Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 37.64	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
DRYWALL.....	\$ 37.64	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIVERS.....	\$ 38.71	16.83

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

CARP0030-004 06/01/2019

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 45.92	16.52
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 46.02	16.52
CARPENTERS.....	\$ 45.92	16.52
DIVERS TENDER.....	\$ 50.79	16.52
DIVERS.....	\$ 99.68	16.52
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 47.42	16.52
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 46.17	16.52

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND 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

 CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian),
 COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of
 120th meridian), KITTITAS (East of 120th meridian), LINCOLN,
 OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE,
 STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th
 meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting,
 placing collars, setting, welding, or creosote treated
 material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
101-150 feet \$3.00 per foot
151-220 feet \$4.00 per foot
221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

 CARP0770-003 06/01/2019

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
 CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 46.02	16.52
CARPENTERS.....	\$ 45.92	16.52
DIVERS TENDER.....	\$ 50.79	16.52
DIVERS.....	\$ 99.68	16.52
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 47.42	16.52
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 46.17	16.52

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
 26-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

*** ELEC0046-001 08/03/2020**

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.91	3%+21.46
ELECTRICIAN.....	\$ 58.78	3%+22.51

* ELEC0048-003 01/01/2020

CLARK, KLUCKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour
 Zone 2: 51-70 miles \$3.50/hour
 Zone 3: 71-90 miles \$5.50/hour
 Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

ELEC0048-029 01/01/2020

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

 ELEC0073-001 01/01/2020

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN
 COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 36.05	19.23

ELEC0076-002 08/31/2018

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON
 COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.06	23.23
ELECTRICIAN.....	\$ 43.69	23.10

ELEC0112-005 06/01/2019

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA
 WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.35	21.13
ELECTRICIAN.....	\$ 46.05	21.06

ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

ENGI0302-003 06/01/2020

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.....	\$ 48.41	22.47
Group 1AA.....	\$ 49.13	22.47
Group 1AAA.....	\$ 49.83	22.47
Group 1.....	\$ 47.70	22.47
Group 2.....	\$ 47.08	22.47
Group 3.....	\$ 46.55	22.47
Group 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Tower crane over 175 ft
in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 ENGI0370-002 07/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.46	17.25
GROUP 2.....	\$ 28.78	17.25
GROUP 3.....	\$ 29.39	17.25
GROUP 4.....	\$ 29.55	17.25
GROUP 5.....	\$ 29.71	17.25
GROUP 6.....	\$ 29.99	17.25
GROUP 7.....	\$ 30.26	17.25
GROUP 8.....	\$ 31.36	17.25

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatoer (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vector guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.50 over scale
 Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

 ENGI0612-001 09/28/2018

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tons 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 track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-Overhead, bridge type, 20 tons through
44 tons; Chipper; Concrete pump-truck mount with boom
attachment; Crusher; Deck engineer/deck winches (power);
Drilling machine; Excavator, shovel, backhoe-3 yards and
under; Finishing machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Loaders, overhead under 6
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;
Mixers, asphalt plant; Motor patrol graders, finishing;
Piledriver (other than crane mount); Roto-mill, roto-
grinder; Screedman, spreader, topside operator-Blaw Knox,
Cedar Rapids, Jaeger, Caterpillar, Barbar Green;
Scraper-self- propelled, hard tail end dump, articulating
off-road equipment- under 45 yards; Subgrader trimmer;
Tractors, backhoe over 75 hp; Transfer material service
machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane
oiler/driver-100 tons and over; Truck Mount Portable
Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 09/28/2018

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 07/01/2019

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.59	29.26

IRON0029-002 05/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.00	27.87

IRON0086-002 07/01/2019

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.59	29.26

IRON0086-004 07/01/2019

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.35	29.56

LABO0238-004 06/01/2020

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

 LABO0238-006 06/01/2019

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON,
 CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT,
 LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA,
 WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 27.95	12.90

LABO0242-003 06/01/2020

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.35
GROUP 2A.....	\$ 31.82	12.35
GROUP 3.....	\$ 39.81	12.35
GROUP 4.....	\$ 40.77	12.35
GROUP 5.....	\$ 41.43	12.35
Group 6.....	\$ 41.43	12.35

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
 TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2020

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.44
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

LABO0292-008 06/01/2020

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.44
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2020

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
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 34.93	12.44
GROUP 2.....	\$ 35.65	12.44
GROUP 3.....	\$ 36.20	12.44
GROUP 4.....	\$ 36.66	12.44
GROUP 5.....	\$ 31.93	12.44
GROUP 6.....	\$ 29.01	12.44
GROUP 7.....	\$ 25.14	12.44

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screenshot; 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, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2020

	Rates	Fringes
Hod Carrier.....	\$ 34.93	12.44

LABO0348-003 06/01/2020

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA
COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.68	12.44
GROUP 2.....	\$ 27.17	12.44
GROUP 3.....	\$ 29.74	12.44
GROUP 4.....	\$ 30.46	12.44
GROUP 5.....	\$ 30.99	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2020

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHAKIYAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 31.90	17.23

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2019

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.14	12.90
Spray and Sandblasting.....	\$ 25.14	12.90

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.87	13.40

PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2020

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.....	\$ 45.80	18.54
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 46.30	18.54
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 46.30	18.54

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2019

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.08	15.27
GROUP 2.....	\$ 29.20	15.27
GROUP 3.....	\$ 29.34	15.27
GROUP 4.....	\$ 29.62	15.27
GROUP 5.....	\$ 29.85	15.27
GROUP 6.....	\$ 30.03	15.27
GROUP 7.....	\$ 30.24	15.27

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or 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 06/01/2019

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46
GROUP 3:.....	\$ 36.73	20.46
GROUP 4:.....	\$ 31.76	20.46
GROUP 5:.....	\$ 39.93	20.46

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA
COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end,

bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 10/15/2020

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	<u>Asbestos Abatement Workers</u>	Journey Level	\$52.39	<u>5D</u>	<u>1H</u>		<u>View</u>
King	<u>Boilermakers</u>	Journey Level	\$69.29	<u>5N</u>	<u>1C</u>		<u>View</u>
King	<u>Brick Mason</u>	Journey Level	\$60.57	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Brick Mason</u>	Pointer-Caulker-Cleaner	\$60.57	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Building Service Employees</u>	Janitor	\$26.28	<u>5S</u>	<u>2F</u>		<u>View</u>
King	<u>Building Service Employees</u>	Traveling Waxer/Shampooer	\$26.63	<u>5S</u>	<u>2F</u>		<u>View</u>
King	<u>Building Service Employees</u>	Window Cleaner (Non-Scaffold)	\$29.33	<u>5S</u>	<u>2F</u>		<u>View</u>
King	<u>Building Service Employees</u>	Window Cleaner (Scaffold)	\$30.33	<u>5S</u>	<u>2F</u>		<u>View</u>
King	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$22.74		<u>1</u>		<u>View</u>
King	<u>Carpenters</u>	Acoustical Worker	\$64.94	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Carpenter	\$64.94	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Carpenters on Stationary Tools	\$65.07	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Creosoted Material	\$65.07	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Floor Finisher	\$64.94	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Floor Layer	\$64.94	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Scaffold Erector	\$64.94	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of all Composition Mastic	\$64.84	<u>7A</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of all Epoxy Material	\$64.34	<u>7A</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of all Plastic Material	\$64.84	<u>7A</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of Sealing Compound	\$64.34	<u>7A</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of Underlayment	\$64.84	<u>7A</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Building General	\$64.34	<u>7A</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Composition or Kalman Floors	\$64.84	<u>7A</u>	<u>4U</u>		<u>View</u>

King	Cement Masons	Concrete Paving	\$64.34	7A	4U		View
King	Cement Masons	Curb & Gutter Machine	\$64.84	7A	4U		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$64.34	7A	4U		View
King	Cement Masons	Curing Concrete	\$64.34	7A	4U		View
King	Cement Masons	Finish Colored Concrete	\$64.84	7A	4U		View
King	Cement Masons	Floor Grinding	\$64.84	7A	4U		View
King	Cement Masons	Floor Grinding/Polisher	\$64.34	7A	4U		View
King	Cement Masons	Green Concrete Saw, self-powered	\$64.84	7A	4U		View
King	Cement Masons	Grouting of all Plates	\$64.34	7A	4U		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$64.34	7A	4U		View
King	Cement Masons	Gunite Nozzleman	\$64.84	7A	4U		View
King	Cement Masons	Hand Powered Grinder	\$64.84	7A	4U		View
King	Cement Masons	Journey Level	\$64.34	7A	4U		View
King	Cement Masons	Patching Concrete	\$64.34	7A	4U		View
King	Cement Masons	Pneumatic Power Tools	\$64.84	7A	4U		View
King	Cement Masons	Power Chipping & Brushing	\$64.84	7A	4U		View
King	Cement Masons	Sand Blasting Architectural Finish	\$64.84	7A	4U		View
King	Cement Masons	Screed & Rodding Machine	\$64.84	7A	4U		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$64.34	7A	4U		View
King	Cement Masons	Troweling Machine Operator	\$64.84	7A	4U		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$64.84	7A	4U		View
King	Cement Masons	Tunnel Workers	\$64.84	7A	4U		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.80	7A	4C		View
King	Divers & Tenders	Dive Supervisor/Master	\$81.98	7A	4C		View
King	Divers & Tenders	Diver	\$118.80	7A	4C	8V	View
King	Divers & Tenders	Diver On Standby	\$76.98	7A	4C		View
King	Divers & Tenders	Diver Tender	\$69.91	7A	4C		View
King	Divers & Tenders	Manifold Operator	\$69.91	7A	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$74.91	7A	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$69.91	7A	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$65.19	7A	4C		View
King	Dredge Workers	Assistant Engineer	\$70.62	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$70.07	5D	3F		View
King	Dredge Workers	Boatmen	\$70.62	5D	3F		View
King	Dredge Workers	Engineer Welder	\$71.97	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$73.41	5D	3F		View
King	Dredge Workers	Mates	\$70.62	5D	3F		View

King	Dredge Workers	Oiler	\$70.07	5D	3F		View
King	Drywall Applicator	Journey Level	\$64.94	5D	1H		View
King	Drywall Tapers	Journey Level	\$65.31	5P	1E		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$31.99	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$89.11	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$95.77	7C	4E		View
King	Electricians - Inside	Certified Welder	\$86.08	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$92.44	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$43.18	7C	4E		View
King	Electricians - Inside	Journey Level	\$83.05	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$89.11	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$47.53	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
King	Electronic Technicians	Journey Level	\$53.57	7E	1E		View
King	Elevator Constructors	Mechanic	\$97.31	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$105.06	7D	4A		View
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	5B	1R		View
King	Fence Erectors	Fence Erector	\$44.40	7A	4V	8Y	View
King	Fence Erectors	Fence Laborer	\$44.40	7A	4V	8Y	View
King	Flaggers	Journey Level	\$44.40	7A	4V	8Y	View
King	Glaziers	Journey Level	\$69.26	7L	1Y		View
King	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$79.43	5J	4H		View
King	Heating Equipment Mechanics	Journey Level	\$89.61	7F	1E		View
King	Hod Carriers & Mason Tenders	Journey Level	\$54.01	7A	4V	8Y	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$13.50		1		View

King	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
King	Inland Boatmen	Cook	\$56.48	5B	1K		View
King	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
King	Inland Boatmen	Mate	\$57.31	5B	1K		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.50		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		1		View
King	Insulation Applicators	Journey Level	\$64.94	7A	4C		View
King	Ironworkers	Journeyman	\$75.23	7N	10		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$52.39	7A	4V	8Y	View
King	Laborers	Airtrac Drill Operator	\$54.01	7A	4V	8Y	View
King	Laborers	Ballast Regular Machine	\$52.39	7A	4V	8Y	View
King	Laborers	Batch Weighman	\$44.40	7A	4V	8Y	View
King	Laborers	Brick Pavers	\$52.39	7A	4V	8Y	View
King	Laborers	Brush Cutter	\$52.39	7A	4V	8Y	View
King	Laborers	Brush Hog Feeder	\$52.39	7A	4V	8Y	View
King	Laborers	Burner	\$52.39	7A	4V	8Y	View
King	Laborers	Caisson Worker	\$54.01	7A	4V	8Y	View
King	Laborers	Carpenter Tender	\$52.39	7A	4V	8Y	View
King	Laborers	Cement Dumper-paving	\$53.35	7A	4V	8Y	View
King	Laborers	Cement Finisher Tender	\$52.39	7A	4V	8Y	View
King	Laborers	Change House Or Dry Shack	\$52.39	7A	4V	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$53.35	7A	4V	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$52.39	7A	4V	8Y	View
King	Laborers	Choker Setter	\$52.39	7A	4V	8Y	View
King	Laborers	Chuck Tender	\$52.39	7A	4V	8Y	View
King	Laborers	Clary Power Spreader	\$53.35	7A	4V	8Y	View
King	Laborers	Clean-up Laborer	\$52.39	7A	4V	8Y	View
King	Laborers	Concrete Dumper/Chute	\$53.35	7A	4V	8Y	View

		Operator					
King	Laborers	Concrete Form Stripper	\$52.39	7A	4V	8Y	View
King	Laborers	Concrete Placement Crew	\$53.35	7A	4V	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$53.35	7A	4V	8Y	View
King	Laborers	Crusher Feeder	\$44.40	7A	4V	8Y	View
King	Laborers	Curing Laborer	\$52.39	7A	4V	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.39	7A	4V	8Y	View
King	Laborers	Ditch Digger	\$52.39	7A	4V	8Y	View
King	Laborers	Diver	\$54.01	7A	4V	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$53.35	7A	4V	8Y	View
King	Laborers	Dry Stack Walls	\$52.39	7A	4V	8Y	View
King	Laborers	Dump Person	\$52.39	7A	4V	8Y	View
King	Laborers	Epoxy Technician	\$52.39	7A	4V	8Y	View
King	Laborers	Erosion Control Worker	\$52.39	7A	4V	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$53.35	7A	4V	8Y	View
King	Laborers	Fine Graders	\$52.39	7A	4V	8Y	View
King	Laborers	Firewatch	\$44.40	7A	4V	8Y	View
King	Laborers	Form Setter	\$52.39	7A	4V	8Y	View
King	Laborers	Gabian Basket Builders	\$52.39	7A	4V	8Y	View
King	Laborers	General Laborer	\$52.39	7A	4V	8Y	View
King	Laborers	Grade Checker & Transit Person	\$54.01	7A	4V	8Y	View
King	Laborers	Grinders	\$52.39	7A	4V	8Y	View
King	Laborers	Grout Machine Tender	\$52.39	7A	4V	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$53.35	7A	4V	8Y	View
King	Laborers	Guardrail Erector	\$52.39	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$54.01	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$53.35	7A	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$52.39	7A	4V	8Y	View
King	Laborers	High Scaler	\$54.01	7A	4V	8Y	View
King	Laborers	Jackhammer	\$53.35	7A	4V	8Y	View
King	Laborers	Laserbeam Operator	\$53.35	7A	4V	8Y	View
King	Laborers	Maintenance Person	\$52.39	7A	4V	8Y	View
King	Laborers	Manhole Builder-Mudman	\$53.35	7A	4V	8Y	View
King	Laborers	Material Yard Person	\$52.39	7A	4V	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$53.35	7A	4V	8Y	View
King	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using	\$53.35	7A	4V	8Y	View

		Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)					
King	Laborers	Pavement Breaker	\$53.35	7A	4V	8Y	View
King	Laborers	Pilot Car	\$44.40	7A	4V	8Y	View
King	Laborers	Pipe Layer Lead	\$54.01	7A	4V	8Y	View
King	Laborers	Pipe Layer/Tailor	\$53.35	7A	4V	8Y	View
King	Laborers	Pipe Pot Tender	\$53.35	7A	4V	8Y	View
King	Laborers	Pipe Reliner	\$53.35	7A	4V	8Y	View
King	Laborers	Pipe Wrapper	\$53.35	7A	4V	8Y	View
King	Laborers	Pot Tender	\$52.39	7A	4V	8Y	View
King	Laborers	Powderman	\$54.01	7A	4V	8Y	View
King	Laborers	Powderman's Helper	\$52.39	7A	4V	8Y	View
King	Laborers	Power Jacks	\$53.35	7A	4V	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$53.35	7A	4V	8Y	View
King	Laborers	Raker - Asphalt	\$54.01	7A	4V	8Y	View
King	Laborers	Re-timberman	\$54.01	7A	4V	8Y	View
King	Laborers	Remote Equipment Operator	\$53.35	7A	4V	8Y	View
King	Laborers	Rigger/Signal Person	\$53.35	7A	4V	8Y	View
King	Laborers	Rip Rap Person	\$52.39	7A	4V	8Y	View
King	Laborers	Rivet Buster	\$53.35	7A	4V	8Y	View
King	Laborers	Rodder	\$53.35	7A	4V	8Y	View
King	Laborers	Scaffold Erector	\$52.39	7A	4V	8Y	View
King	Laborers	Scale Person	\$52.39	7A	4V	8Y	View
King	Laborers	Sloper (Over 20")	\$53.35	7A	4V	8Y	View
King	Laborers	Sloper Sprayer	\$52.39	7A	4V	8Y	View
King	Laborers	Spreader (Concrete)	\$53.35	7A	4V	8Y	View
King	Laborers	Stake Hopper	\$52.39	7A	4V	8Y	View
King	Laborers	Stock Piler	\$52.39	7A	4V	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$44.40	7A	4V	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$53.35	7A	4V	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$53.35	7A	4V	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$53.35	7A	4V	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$52.39	7A	4V	8Y	View
King	Laborers	Topper	\$52.39	7A	4V	8Y	View
King	Laborers	Track Laborer	\$52.39	7A	4V	8Y	View
King	Laborers	Track Liner (Power)	\$53.35	7A	4V	8Y	View
King	Laborers	Traffic Control Laborer	\$47.48	7A	4V	9C	View

King	<u>Laborers</u>	Traffic Control Supervisor	\$50.31	<u>7A</u>	<u>4V</u>	<u>9C</u>	<u>View</u>
King	<u>Laborers</u>	Truck Spotter	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Tugger Operator	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$129.67	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$134.70	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$138.38	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$144.08	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$146.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$151.30	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$153.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$155.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$157.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$54.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Miner	\$54.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Vibrator	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Vinyl Seamer	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Watchman	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Welder	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Well Point Laborer	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Window Washer/Cleaner	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Landscape Construction</u>	Landscape Construction/Landscaping Or Planting Laborers	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
King	<u>Landscape Construction</u>	Landscape Operator	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
King	<u>Landscape Maintenance</u>	Groundskeeper	\$17.87		<u>1</u>		<u>View</u>
King	<u>Lathers</u>	Journey Level	\$64.94	<u>5D</u>	<u>1H</u>		<u>View</u>
King	<u>Marble Setters</u>	Journey Level	\$60.57	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Metal Fabrication (In Shop)</u>	Journey Level	\$40.08		<u>1</u>		<u>View</u>
King	<u>Millwright</u>	Journey Level	\$66.44	<u>7A</u>	<u>4C</u>		<u>View</u>
King	<u>Modular Buildings</u>	Cabinet Assembly	\$13.50		<u>1</u>		<u>View</u>
King	<u>Modular Buildings</u>	Electrician	\$13.50		<u>1</u>		<u>View</u>

King	Modular Buildings	Equipment Maintenance	\$13.50		1		View
King	Modular Buildings	Plumber	\$13.50		1		View
King	Modular Buildings	Production Worker	\$13.50		1		View
King	Modular Buildings	Tool Maintenance	\$13.50		1		View
King	Modular Buildings	Utility Person	\$13.50		1		View
King	Modular Buildings	Welder	\$13.50		1		View
King	Painters	Journey Level	\$43.40	6Z	2B		View
King	Pile Driver	Crew Tender	\$69.91	7A	4C		View
King	Pile Driver	Crew Tender/Technician	\$69.91	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$80.76	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$85.76	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$89.76	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$94.76	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$97.26	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$102.26	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$104.26	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$106.26	7A	4C		View
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$108.26	7A	4C		View
King	Pile Driver	Journey Level	\$65.19	7A	4C		View
King	Plasterers	Journey Level	\$61.67	7Q	1R		View
King	Playground & Park Equipment Installers	Journey Level	\$13.50		1		View
King	Plumbers & Pipefitters	Journey Level	\$90.69	6Z	1G		View
King	Power Equipment Operators	Asphalt Plant Operators	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Assistant Engineer	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Bobcat	\$69.12	7A	3K	8X	View

King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Brooms	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Bump Cutter	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Cableways	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Chipper	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Compressor	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Conveyors	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Cranes friction: 200 tons and over	\$75.72	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72	7A	3K	8X	View
King	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$74.99	7A	3K	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Crusher	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$72.28	7A	3K	8X	View

King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Drilling Machine	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Guardrail Punch	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Locomotives, All	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Material Transfer Device	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Motor Patrol Graders	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding	\$69.12	7A	3K	8X	View

		Operator					
King	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Pavement Breaker	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Power Plant	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Pumps - Water	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Rollagon	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Saws - Concrete	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Service Engineers - Equipment	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84	7A	3K	8X	View

King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99	7A	3K	8X	View
King	Power Equipment Operators	Slipform Pavers	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Spreader, Toppersider & Screedman	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$74.22	7A	3K	8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$74.99	7A	3K	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$75.72	7A	3K	8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Trenching Machines	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$72.84	7A	3K	8X	View
King	Power Equipment Operators	Welder	\$73.49	7A	3K	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$69.12	7A	3K	8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Brooms	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cableways	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Chipper	\$72.84	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Compressor	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes friction: 200 tons and over	\$75.72	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$74.99	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Crusher	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$74.22	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$73.49	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$74.22	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$72.28	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$74.22	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$74.22	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$74.99	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$75.72	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$73.49	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$72.28	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$72.84	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Welder	\$73.49	7A	3K	8X	View

King	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$69.12	7A	3K	8X	View
King	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$72.84	7A	3K	8X	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$53.10	5A	4A		View
King	Power Line Clearance Tree Trimmers	Spray Person	\$50.40	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$53.10	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$47.48	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$36.10	5A	4A		View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$85.51	6Z	1G		View
King	Residential Brick Mason	Journey Level	\$60.57	7E	1N		View
King	Residential Carpenters	Journey Level	\$32.06		1		View
King	Residential Cement Masons	Journey Level	\$29.25		1		View
King	Residential Drywall Applicators	Journey Level	\$48.17	7A	4C		View
King	Residential Drywall Tapers	Journey Level	\$47.73	5P	1E		View
King	Residential Electricians	Journey Level	\$36.01		1		View
King	Residential Glaziers	Journey Level	\$45.90	7L	1H		View
King	Residential Insulation Applicators	Journey Level	\$29.87		1		View
King	Residential Laborers	Journey Level	\$26.18		1		View
King	Residential Marble Setters	Journey Level	\$27.38		1		View
King	Residential Painters	Journey Level	\$27.80		1		View
King	Residential Plumbers & Pipefitters	Journey Level	\$39.43		1		View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$55.87	5A	1G		View
King	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$54.01	7F	1R		View
King	Residential Soft Floor Layers	Journey Level	\$51.07	5A	3J		View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$50.89	5C	2R		View
King	Residential Stone Masons	Journey Level	\$60.57	7E	1N		View
King	Residential Terrazzo Workers	Journey Level	\$55.71	7E	1N		View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1		View
King	Residential Tile Setters	Journey Level	\$21.04		1		View
King	Roofers	Journey Level	\$55.55	5A	3H		View
King	Roofers	Using Irritable Bituminous Materials	\$58.55	5A	3H		View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$89.61	7F	1E		View

King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$79.43	5J	4H	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Painter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Shipfitter	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$36.36	7V	1	View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$44.95	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K	View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$47.42	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$79.43	5J	4H	View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K	View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$46.15	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$44.95	7X	4J	View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K	View
King	Sign Makers & Installers (Electrical)	Journey Level	\$49.44	0	1	View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$31.96	0	1	View
King	Soft Floor Layers	Journey Level	\$51.07	5A	3J	View
King	Solar Controls For Windows	Journey Level	\$13.50		1	View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$84.39	5C	1X	View
King	Stage Rigging Mechanics (Non	Journey Level	\$13.50		1	View

	<u>Structural)</u>						
King	<u>Stone Masons</u>	Journey Level	\$60.57	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$19.09		<u>1</u>		<u>View</u>
King	<u>Surveyors</u>	Assistant Construction Site Surveyor	\$72.28	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
King	<u>Surveyors</u>	Chainman	\$69.12	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
King	<u>Surveyors</u>	Construction Site Surveyor	\$73.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
King	<u>Telecommunication Technicians</u>	Journey Level	\$53.57	<u>7E</u>	<u>1E</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$41.81	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$23.53	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$40.09	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$41.81	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$40.99	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$41.81	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$22.32	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$29.60	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$35.20	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Television Technician	\$31.67	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Terrazzo Workers</u>	Journey Level	\$55.71	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Tile Setters</u>	Journey Level	\$55.71	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Tile, Marble & Terrazzo Finishers</u>	Finisher	\$46.54	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Traffic Control Stripers</u>	Journey Level	\$49.13	<u>7A</u>	<u>1K</u>		<u>View</u>
King	<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards	\$63.85	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
King	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards	\$63.71	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
King	<u>Truck Drivers</u>	Dump Truck	\$63.71	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
King	<u>Truck Drivers</u>	Dump Truck & Trailer	\$63.85	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
King	<u>Truck Drivers</u>	Other Trucks	\$63.85	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
King	<u>Truck Drivers - Ready Mix</u>	Transit Mix	\$63.85	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>

King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$13.50		1		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

Benefit Code Key – Effective 9/2/2020 thru 3/2/2021

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

ZOvertime 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. 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. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

Holiday Codes Continued

5. P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Holiday Codes Continued

7. 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.
- 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.

Holiday Codes Continued

7. M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

Benefit Code Key – Effective 9/2/2020 thru 3/2/2021

Holiday Codes Continued

7. Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
- D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
- E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Note Codes Continued

8. 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.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Note Codes Continued

8. 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.

- 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.

Note Codes Continued

- 9. D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.