Lewis County Department of Public Works Engineering Division

CONTRACT PROVISIONS AND PLANS FOR CONSTRUCTION OF:

TUCKER ROAD

MPROVEMENTS PROJECT

FEDERAL AID PROJECT NO. STPR-F212(001) F.A. Contract No. TA-6968 COUNTY ROAD PROJECT NO. 2189C

July, 2020

Lewis County Public Works 2025 NE Kresky Ave. Chehalis, WA 98532-2626



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INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2020 Standard Specifications for Road, Bridge, and Municipal Construction.

The said Standard Specifications, the WSDOT Standard Plans, and WSDOT Construction Manual, together with the Special Provisions and the attached plans hereinafter contained, covering all work specified under this contract are incorporated and hereby made a part of this contract. The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard Specifications, the WSDOT Standard Plans, and WSDOT Construction Manual.

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

(date) General Special Provision
 (******) Notes a revision to a General Special Provision and also notes a Project Special Provision.
 (APWA GSP) American Public Works Association General Special Provision

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

Project Special Provisions normally appear only in the contract for which they were developed.

The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of this contract:

Wherever the word "State" or "Contracting Agency" is used it shall mean Lewis County; that wherever the words "Secretary (Secretary of Transportation)" are used they shall mean Lewis County Engineer; that wherever the words "State Treasurer" are used they shall mean Lewis County Treasurer; that wherever the words "State Auditor" are used they shall mean Lewis County Auditor; that wherever the words "Motor Vehicle Fund" are used they shall mean Lewis County Road Fund.

SPECIAL PROVISIONS

DIVISION 1

GENERAL REQUIREMENTS

1-01, DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the improvement of *** Tucker Road by pavement repair, planing bituminous pavement, cleaning, sweeping, applying tack coat, paving with reinforced fiber HMA, traffic control, *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C

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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

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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".

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

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50 51 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

(*****)

The first paragraph of section 1-02.2 is revised to read:

Copies of the plans and specifications are on file in the office of:

Lewis County Public Works Department 2025 N.E. Kresky Avenue Chehalis, Washington 98532 (360) 740-2612

The second paragraph of section 1-02.2 is revised to read:

Prospective bidders may obtain plans and specifications from Lewis County Public Works Department in Chehalis, Washington or download from Lewis County Website at www.lewiscountywa.gov.

1-02.6 Preparation of Proposal

(May 28, 2020 APWA GSP)

Supplement this section with the following:

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

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

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

1-02.9 Delivery of Proposal

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(December 19, 2019 APWA GSP Option B)

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 272-054)
- 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. The documents shall be received **no later than 48 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) shall be submitted as follows:

- 1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
- 2. By facsimile to the following FAX number: \$\$None\$\$, or
- 3. By e-mail to the following e-mail address: \$\$Rose.Williams@lewiscountywa.gov\$\$

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.

1-02.12 Public Opening Of Proposal

(*****)

Section 1-02.12 is supplemented with the following:

Date and Time of Bid Opening

The Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 12:30 p.m. on **August 18, 2020**, at the Lewis County

Courthouse, Chehalis, Washington, for the Tucker Road Improvements Project, F. A. Project No. STPR-F212(001), CRP 2189C.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 12:30 P.M. on Tuesday, August 18, 2020

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. Bids submitted after 12:30 PM will not be considered for this project.)

Delivery and Marking of Sealed Bid Proposals

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before 12:30 p.m. on the date specified for opening, and in an envelope clearly marked: "SEALED BID FOR THE TUCKER ROAD IMPROVEMENTS PROJECT, F. A. PROJECT NO. STPR-F212(001), CRP 2189C, TO BE OPENED ON OR AFTER 12:30 P.M. ON August 18, 2020.

1-02.13 Irregular Proposals

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52 53 (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;
 - 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;
 - 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.

The 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 <u>Criterion</u>: 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. <u>Documentation</u>: 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

- A <u>Criterion</u>: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. <u>Documentation</u>: 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 <u>Criterion</u>: 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. <u>Documentation</u>: 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 <u>Criterion</u>: 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. <u>Documentation</u>: 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 <u>Criterion</u>: 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. <u>Documentation</u>: 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 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 <u>Criterion</u>: 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. <u>Documentation</u>: 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

B. <u>Documentation</u>: 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.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03, AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within <u>15</u> calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within <u>the</u> calendar days after the award date <u>stated above</u>, the Contracting Agency may grant up to a maximum of <u>5</u> additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

Delete the first paragraph and replace it with the following:

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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. Is 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 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).

1-05, CONTROL OF WORK

1-05.7 Removal Of Defective And unauthorized Work (October 1, 2005 APWA GSP)

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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.

1-05.13 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

Section 1-05.14 is supplemented with the following: (March 13, 1995)

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:

\$\$ Utilities and/or Utility Contractors. The contractor's attention is directed to Section 1-07.17 these Special Provisions. \$\$

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.

1-06. CONTROL OF MATERIAL

Buy America

Section 1-06 is supplemented with the following:

(August 6, 2012)

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.

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.

1-07, 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.

(May 13, 2020)

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).

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The

Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

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

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

1-07.2(1) State Sales Tax — Rule 171

-33

 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 contract amount.

1-07.2(3) Services

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

1-07.4 Sanitation

1-07.4(2) Health Hazards

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

(May 13, 2020)

COVID-19 Health and 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 CHSP shall be based on the most current State and Federal requirements. If the State or Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

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.

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.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

Hydraulic Permits

(*****)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(*****)

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

Any vehicle providing material paid for by the ton, on the project, will provide licensed tonnage for that vehicle.

1-07.9 Wages

General

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

(January 6, 2020)

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.

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 and 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 number 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

Section 1-07.11 is supplemented with the following:

(September 3, 2019)

 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 Minorities - by Standard Metropolitan Stat	6.9% istical Area (SMSA)
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3.0
	lumbia; WA Ferry; WA Garfield; WA Lincoln,
WA Pend Oreille; WA Stevens; V	
Diabland MA	
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.

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C Seattle, WA:

SMSA Counties:

Seattle Everett, WA

WA King; WA Snohomish.

Tacoma, WA 6.2

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

7.2

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

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:

1

- 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.
- Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

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

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy 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 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.

- I. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- 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 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

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

.18

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 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.

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: *** 9% ***

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:

- 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.
- 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 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)

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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 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.
- 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

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

Form, if applicable.

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 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.
- 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.

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- 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 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:

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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.

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Procedures between Award and Execution

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

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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.

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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.

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Procedures after Execution

Note:

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-andinstall 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.

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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.

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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.

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

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 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.

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 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 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

*** Rose.Williams@lewiscountywa.gov ***

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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

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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 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

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 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, 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

Section 1-07.12 is supplemented with the following:

(January 25, 2016)

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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 Project Engineer, the Contractor will be provided with extra copies of the FHWA 1273, and amendments thereto, the applicable wage rates, and this Special Provision.

1-07.17 Utilities And Similar Facilities

(April 2, 2007)

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plan 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:

Lewis County P.U.D. No. 1 321 NW Pacific Avenue Chehalis, WA 98532 Telephone (360) 748-9261

Comcast 440 Yauger Way SW Olympia, WA. 98570 Telephone (360) 357-1230

Sprint Steven Schauer 2210 S. 35th ST. Tacoma, WA 98409 Telephone (360) 402-4159 Toledo Telephone Company, Inc. 116 Ramsey Way Toledo, WA. 98591 (360)864-4552 The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to construction at each project site. The Contractor shall notify the Utility Owner of any utilities that are within two feet of the planned construction. The above list of Utility Owners may not be complete. As per RCW 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or suspected of having services close to the project site.

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-insurance 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.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

 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 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 <u>not</u> 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.

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 offence
\$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:

1-07.18(5)C Workers' Compensation

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

1-07.23, public convenience and safety

1-07.23(1) Construction Under Traffic

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

(February 3, 2020)

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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
65 mph or	35
greater	

Minimum Work Zone Clear Zone Distance

1-08, PROSECUTION AND PROGRESS

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

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

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

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

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

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

Add the following new section:

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1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

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 3 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 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 (WSDOT Form 421-012), and
- 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT 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(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 one week before 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.

Contractor's Weekly Activities (******)

The Contractor shall submit a weekly schedule to the Engineer. The schedule shall indicate the Contractor's proposed activities for the forthcoming week along with the hours of work. This will permit the Engineer to more effectively provide the contract engineering and inspection for the Contractor's operations.

The written weekly activity schedule shall be submitted to the Engineer or a designated assistant before the end of the last shift on the next to the last working day of the week preceding the indicated activities, or other mutually agreeable time.

If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a sequence differing from that which has been shown on the schedule, the Engineer may require the Contractor to delay unscheduled activities until they are included on a subsequent weekly activity schedule.

Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a summary of project activities to the Engineer. The summary of activities shall include a report of the nature and progress of each of the major activities that were advanced on the project within the previous week.

It shall be sufficiently detailed that a composite history of the project develops. The locations and approximate quantity guardrail and traffic control work shall be reported. Unusual activity, and conditions or events that may affect the course of the project shall also be reported.

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 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.

1-08.5 Time for Completion

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49 50 Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the \$\frac{\\$\\$57\$th \$\\$}{\\$}\$ calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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
- 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 prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - 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

This project shall be physically completed within *** 10 *** working days.

1-08.9 Liquidated Damages

Revise the fourth paragraph to read:

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When the Contract Work has progressed to <u>Substantial Completion as defined in the Contract</u>, the Engineer may determine that the 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, the formula for 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 Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09, MEASUREMENT AND PAYMENT

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:

- Unit Price Items in the Bid Form the approximate quantity of acceptable units of work completed multiplied by the unit price.
 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

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

(June 27, 2011) Vacant

1-09.11 Disputes and Claims

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 Claims 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.

1-09.13(4) Claims in Excess of \$250,000

Section 1-09.13(4) is hereby deleted and replaced with the following:

CLAIMS RESOLUTION

(*****)

Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these sections must be complied with in full as a condition precedent to the Contractor's right to seek claims resolution through arbitration or litigation. The Contractor may file with the Engineer a request for binding arbitration; the Engineer's decision regarding that request shall be final and unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis County Superior Court motions to dismiss or for summary judgment at any time. In any binding arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.

- Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a single arbitration hearing, and then only after completion of the contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated, and shall, for purposes of administration of the arbitration, comply where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual agreement of the parties from the list provided by the Lewis County Superior Court Administrator. If the parties cannot agree on a person to serve as arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the scope and extent of discovery, except that the Contractor shall provide and update the information required by Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall file a statement of proof with the other party and the arbitrator at least 20 calendar days before the scheduled arbitration hearing. The statement of proof shall include:
 - The name, business address and contact telephone number of each

- For each witness to be offered as an expert, a statement of the subject matter and a statement of the facts, resource materials (not protected by privilege) and learned treatises upon which the expert is expected to testify and render an opinion(s), synopsis of the basis for such opinion(s), and a resume of the expert detailing his/her qualifications as an expert and pursuant to rendering such opinion(s). A list of documents and other exhibits the party intends to offer in evidence at the arbitration hearing. Either party may request a copy of any document listed, and a copy or description of any other exhibit listed. The party receiving the request shall provide the copies or description within five (5) calendar days. The parties or arbitrator may subpoena parties in accordance with the Superior Court Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a witness or offer a document or other exhibit not included in the statement of proof only upon a showing of good cause.
- b) The arbitration hearing shall be conducted at a location within Lewis County, Washington. The extent of application of the Washington Rules of Evidence shall be determined in the exercise of sound discretion of the arbitrator, except that such Rules should be liberally construed in order to promote justice. The parties should stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity. The decision of the arbitrator and the specific grounds for the decision shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The County and the Contractor agree to be bound by the decision of the arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award rendered by the arbitrator shall be entered as judgment before the presiding judge of the Superior Court for Lewis County. Each party shall bear its own costs in connection with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

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

(January 3, 2017)

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

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C

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

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

The Contracting Agency has attached Traffic Control Plans in Appendix E for temporary traffic control and pilot car operation use on this project. Alternating one-way traffic shall be maintained by the Contractor as shown in the Traffic Control Plan. All signs required for this project (as shown on the Traffic Control Plan) shall be the Contractors responsibility to furnish, erect, and maintain. The Contractor shall adopt the Traffic Control Plans in writing to the Engineer or furnish a new plan. The Contractor shall conduct his operations on the roadway in a manner that one-way traffic is maintained at all times, unless otherwise directed by the Engineer.

If determined by the Engineer that additional signing (not shown on the Traffic Control Plan) is needed, it shall be the Contractors responsibility to furnish, erect, and maintain these additional signs at no cost to the Contracting Agency.

1-10.2(3) Conformance to Established Standards

Section 1-10.2(3) is supplemented with the following:

The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines" (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.

1-10.4 Measurement

Item Bids With Lump Sum for Incidentals

Section 1-10.4(2) is supplemented with the following:

(August 2, 2004)

The bid proposal does not contain the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(2) shall apply.

(*****)

"Pilot Car" shall be measured per hour. Pilot Car per hour shall be full pay for the Pilot Car. All signs needed for Pilot Car use shall be considered incidental to the bid item "Pilot Car" per hour. The Pilot Car operator shall be paid as "Other Traffic Control Labor" per hour.

EXISTING SIGNS

(******)

During the life of the contract, the Contractor shall be responsible for all existing signs damaged or removed by construction operations.

Warning and regulatory signs may be temporarily relocated to portable sign stands for convenience of construction subject to the approval of the Engineer. The signs shall be located at or as near as

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C practical to their original locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices. Upon completion of construction in the area immediately surrounding the permanent sign location, the Contractor shall reinstall the sign and supports in their permanent locations.

Signs damaged or removed shall be replaced by the Contractor at no cost to the County.

All costs involved in removing, maintaining and resetting existing signing as specified shall be considered incidental to the project and included in the various bid items therein. No additional compensation will be allowed.

DIVISION 3

PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

3-01, PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

3-01.4(1) Acquisition and Development (******)

Section 3-01.4(1) is supplemented with the following:

No source has been provided for any materials necessary for the construction of this project.

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

31 (*****)

5-04, HOT MIX ASPHALT

(*****)

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

36 (*****)

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans.

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

The term "Approach" shall include Road approaches, driveways, and extensions.

Superintendents, Labor, and Equipment of Contractor

The Contractor shall have a sufficient number of qualified personnel on the project to insure the following minimum crew size:

One paving superintendent One paver operator Two screed operators Three roller operators Two rakers

These workers shall be present and not assigned to dual activities that would stop them from fulfilling their assigned task while the paver is in operation. There will be one assigned supervisor who will be in charge of paving operations and who will be responsible for work performed.

Fiber Reinforced HMA:

This work shall consist of providing and placing Fiber Reinforced HMA in accordance with these Specifications and the lines, grades, thicknesses and typical cross-sections shown in the plans.

Definitions:

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- Reinforcing Fibers: High tensile strength synthetic aramid fiber blend specially formulated to reinforce hot mix asphalt.
- Fiber Reinforced Asphalt Concrete (FRAC): A mixture of hot mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.
- Aramid Dispersion State Ratio (ADSR): A measure of the dispersion efficiency of the Reinforcing Fibers within asphalt mixes. ADSR is calculated by comparing the mass of aramid in the individual state to the total mass of extracted aramid fibers, expressed as a percentage.

(*****)

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)	
Cationic Emulsified Asphalt	9-02.1(6)	
Anti-Stripping Additive	9-02.4	
HMA Additive	9-02.5	
Aggregates	9-03.8	
Recycled Asphalt Pavement	9-03.8(3)B	
Mineral Filler	9-03.8(5)	
Recycled Material	9-03.21	
Portland Cement	9-01	
Sand	9-03.1(2)	
(As noted in 5-04.3(5)C for crack sealing)		
Joint Sealant	9-04.2	

Foam	Backer	Rod

9-04.2(3)A

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

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

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

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

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

Reinforcing Fibers:

1. Provide a reinforcing fiber blend of virgin polyolefins and virgin aramids that meets the requirements in Table 1 and Table 2 below:

Table 1

Reinforcing Fiber Material Properties			
Property	Standard	Polyolefin	Aramid
Form	Manufacturer Certification	Serrated	Monofilament
Nominal Specific Gravity	ASTM D276	0.91	1.44
Tensile Strength (psi)	ASTM D7269	NA ¹	400,000
Length (in)	Manufacturer Certification	0.75	0.75

1. Polyolefin fibers will melt or become plastically deformed during production **Table 2**

Reinforcing Fiber Performance Properties			
Performance Measure	Test Method	Standard	Requirement

Dispersion Efficiency	Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%
Field Performance Cracking Resistance	Pavement Condition Index	ASTM D6433	≥ 10 PCI Points increase, Minimum 4 years
Resistance to Permanent Deformation (Rutting)	Flow Number (FN)	AASTHO TP79	≥ 75% increase

- 2. If an aramid-based fiber blend is proposed that does not meet all of the material properties in Table 1 above, performance test results meeting Table 2 above and complying with Part 2 of Section 5-04.2(2) below a substitute fiber blend shall be submitted at least one week prior to bid date for approval by engineer.
- 3. Non-aramid fiber blends will not be considered as acceptable alternatives to this specification

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

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

5-04.2(1)A Vacant

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

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

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

(*****)

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

Reinforcing Fibers:

- 1. Submit the following prior to Construction:
 - a. Representative fiber product sample.
 - b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
 - c. Manufacturer's instructions and general recommendations.
 - d. Performance test results of ADSR testing from a minimum of three separate laboratory trials to validate dispersion efficiency.
 - e. Performance results of PCI testing from a minimum of three separate field trials to validate cracking resistance.
 - f. Performance test results of FN testing from a minimum of three separate laboratory trials to validate rutting resistance.
 - g. A minimum of five unique project examples and references where the reinforcing fiber product was used within 250 miles of the project location
 - **NOTE: Testing is NOT required on samples from the job mix. Submit previously completed lab testing only.
- 2. Performance testing requirements

 All historical test results submitted to validate the fiber's performance in asphalt mixes shall be from previously completed laboratory and field trials using plant-mixed FRAC only. **Testing is NOT required on samples from the job mix.**

Performance testing must be from laboratory trials at a fiber dosage rate equal to the rate proposed for the project. Tests must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.

- a. Aramid Dispersion State Ratio (ADSR) Tests from a minimum of three (3) separate laboratory trials.
 - Perform ADSR test based on modified ASTM D2172 procedures as provided in the document entitled "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method". A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials Laboratory at Arizona State University at NCE@asu.edu.
 - 2. To validate ADSR results, average extracted aramid fiber quantity must equal 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
 - 3. All tested fiber mixes must achieve a minimum ADSR of 85%.
- b. Pavement Condition Index (PCI) side by side comparison from a minimum of three (3) field trails with a minimum in-service pavement age of four years.
 - 1. PCI surveys shall be performed according to ASTM D6433.
 - 2. Tests results shall include a control and a fiber reinforced pavement section. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 - 3. In field performance sections shall be subject to the same environmental and traffic conditions. A minimum surface area of 500 yd² per FRAC and control section is required.
 - 4. PCI results from fiber sections shall show a minimum 10 PCI points greater than the control section after a minimum of 4 years.
- c. Flow Number (FN) Tests from a minimum of three (3) separate laboratory trials.
 - 1. Perform FN tests using the protocol from AASHTO TP79.
 - Tests results shall include a control and a fiber reinforced mix.
 FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 - 3. Results from fiber specimens shall show an average FN increase of at least 75% over control specimens.

5-04.3 Construction Requirements

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5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

- 1. Equipment for Preparation of Asphalt Binder Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
- 2. **Thermometric Equipment** An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a

location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

- 3. **Heating of Asphalt Binder** The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
- 4. **Sampling and Testing of Mineral Materials** The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
- Sampling HMA The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

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

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

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

(******) 5-04.3(3)D Material Transfer Vehicle

When used, the MTV shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTV:

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

Direct transfer of the HMA mixture from the hauling equipment to the paving machine will not be allowed. The Contractor shall use a self-propelled material transfer vehicle (MTV) to deliver the HMA mixture from the hauling equipment to the paving machine when placing HMA pavement

on travel lanes and shoulders, when shoulders are paved in conjunction with travel lanes. A material transfer vehicle is not required for small quantities such as driveways and is optional for shoulders that are paved separately from the driving lane(s). A windrow elevator is not acceptable as a transfer device.

The transfer vehicle's holding hopper shall have a minimum capacity of 15 tons. The material transfer vehicle shall mix the HMA after delivery by the hauling equipment but prior to lay down by the paving machine. Mixing of the HMA material shall be sufficient to obtain a consistent temperature throughout the mixture. If a transfer vehicle does not have holding or mixing capabilities, the paving machine shall be fitted with a holding and mixing hopper having a minimum capacity of 15 tons.

Prior to use, the Contractor shall submit the manufacturer and model number of the equipment to the Engineer for review and approval. All costs to incorporate the material transfer device or vehicle into the paving train shall be included in the unit contract price for the HMA.

The Contractor shall deliver the mixture to the paving machine at a rate that provides continuous operation of the paving machine, except for unavoidable delay or breakdown. If excessive stopping of the paving machine occurs during paving operations, the Engineer may suspend paving operations until the mixture deliver rate matches the paving machine operation.

5-04.3(3)E Rollers

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

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched

area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

5-04.3(4)A Crack Sealing

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

 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater. If the Proposal does not include an item for crack sealing or sealed joints it shall be incidental to and included in the unit contract price per ton for the HMA

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

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

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The

HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

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

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

- 1. Cracks ¼ inch to 1 inch in width fill with hot poured sealant.
- 2. Cracks greater than 1 inch in width fill with sand slurry.

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

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

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

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

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

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

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

minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

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

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

5-04.3(5) Producing/Stockpiling Aggregates and RAP

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

5-04.3(5)A Vacant

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

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

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

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

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved

by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

Reinforcing Fibers:

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- 1. Delivery & Storage: Deliver fiber-reinforcement to plant in sealed, undamaged containers with labels intact and legible, indicating material name and lot number. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.
- 2. Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound per one (1) ton of asphalt.
- 3. Add alternative aramid fiber blends at a rate proposed by the manufacturer that achieves the ADSR, PCI, and FN results required in Section 5-04.2.
- 4. Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.
- 5. Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.

6. Drum Plant:

- a. Inject fibers through the RAP collar by feeding them with a blower tube system. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber balls at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
- b. When using a blower tube system, add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within ±10% of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the blower tube system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute
- A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
- Manufacturer's representative's approval of fiber addition system

(*****) 5-04.3(7) Spreading and Finishing The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"

0.35 feet

HMA Class 3/4" and HMA Class 1/2"

wearing course

0.30 feet

other courses

0.35 feet

HMA Class 3/8"

0.20 feet

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

Spreading and Finishing

 The Contractor shall meet with the Engineer or representative by the end of each working day to verify and confirm in writing and by signature the daily yields and quantities.

If the Contractor fails to follow this procedure, the Contractor accepts the Engineer's estimated quantities for the work completed that day.

Overages

The Contractor shall not exceed the negotiated quantity on any section by more than **five percent (5%)**, unless directed by the Engineer. Any material placed on each individual section in excess of the five percent shall be at the Contractor's expense.

This provision shall not relieve the Contractor of his/her responsibility to complete each section in its entirety.

Reinforcing Fibers:

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- 1. Follow manufacturer's representative's recommendations for placement of FRAC.
- 2. Collect a small sample (10-20kg) of mix from the discharge chute during first 50 tons of production. If there are one or more undistributed fiber clips or bundles, adjust mixing operations per manufacturer's recommendations to eliminate fiber bundles.
- 3. Visually observe FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
- Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber bundle development.

HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non- Statistical Evaluation	Commercial Evaluation		
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%		
No. 4 sieve	+/-5%	+/- 8%		
No. 8 Sieve	+/- 4%	+/-8%		
No. 200 sieve	+/- 1.0%	+/- 3.0%		

- 2. Job Mix Formula Adjustments An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
 - a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ¾", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. **Asphalt Binder Content** The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

 5-04.3(9)B Vacant

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

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

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

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

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

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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5-04.3(10) HMA Compaction Acceptance

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

the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for ASSHTO T 355, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures WSDOT FOP for ASSHTO T 355 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

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

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

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

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

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

Test Results

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

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by

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

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

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

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

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738. The compaction test locations will be determined by the Engineer in accordance with WSDOT Test Method T 716.

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture

will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

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

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

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

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

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

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

5-04.3(12)B2 Paved Panel Joint Seal

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

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

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{2}$ inch from the lower edge of a 10-foot straightedge placed on the surface

parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

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

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

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

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

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

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

5-04.3(14) Planing (Milling) Bituminous Pavement

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

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

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

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

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA. Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method. The Contractor where necessary shall plane or grind, and provide any hand work necessary to work around utility appurtenances, castings, lids, curbs, gutters, sidewalks, manholes, and catch basins to provide smooth transition of pavement to the finished thickness and grade as staked in the field or approved by the Engineer. Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer. A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer. A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement. After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled. The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A. 5-04.3(14)A Pre-Planing Metal Detection Check Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects. Should such metal be identified, promptly notify the Engineer.

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

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

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

5-04.3(14)B1 General

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

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
- 2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
- 3. Permanent pavement marking must comply with Section 8-22.

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

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

- A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
- 2. A copy of each intersection's traffic control plan.
- 3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
- 4. Names and locations of HMA Supplier facilities to be used.
- 5. List of all equipment to be used for paving.
- 6. List of personnel and associated job classification assigned to each piece of paving equipment.
- 7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
- 8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
- 9. A copy of the approved Mix Designs.
- 10. Tonnage of HMA to be placed each day.
- 11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

- 1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.

- b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
- c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.
- d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
- e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
- f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
- g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
- h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
- i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
- j. Other items the Engineer deems necessary to address.
- 2. Paving additional topics:

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- a. When to start applying tack and coordinating with paving.
- b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

(*****) 5-04.4 Measurement

"Planing Bituminous Pavement" per Square Yard.

"HMA for Pavement Repair Class 3/8 In. PG 58H-22" per Ton.

"HMA Class 3/8 In. PG 58H-22 Fiber Reinforced" per Ton.

(*****) 5-04.5 Payment

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

"Planing Bituminous Pavement", per square vard.

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

"HMA for Pavement Repair Class 3/8 In. PG 58H-22" per Ton.

The unit contract price per ton for "HMA for Pavement Repair Class 3/8 In. PG 58H-22" shall be full compensation for all costs, anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"HMA Class 3/8 In. PG 58H-22 Fiber Reinforced" per Ton.

The unit contract price per ton for "HMA Class 3/8 In. PG 58H-22 Fiber Reinforced" shall be full compensation for all costs, including paving reinforcing fiber, anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

(******)
5-04.5(1) Quality Assurance Price Adjustment

In the event that test results indicate the HMA does not meet specifications, a change order will be issued for the price adjustments for Quality of HMA Mixture and Quality of HMA Compaction based upon these specifications.

(******)
5-04.5(1)B Price Adjustments for Quality of HMA Compaction

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

(******)
The CPF shall be as follows:

Compaction	CPF
91.0% to 91.9%	95%
90.0% to 90.9%	90%

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C 89.0% to 89.9% 88.0% to 88.9% At or below 87.9% 80% 75%

Mix is removed

DIVISION 8

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MISCELLANEOUS CONSTRUCTION

8-23, TEMPORARY PAVEMENT MARKINGS

8-23.4 Measurement

Section 8-23.4 is revised to read:

(*****)

No measurement will be made for Temporary Pavement Markings.

8-23.5 Payment

Section 8-23.5 is revised to read:

(*****)

All costs for furnishing, installing, and maintaining Temporary Pavement Markings shall be included in the cost of the HMA.

DIVISION 9

MATERIALS

(*****)

SECTION 9-02, BITUMINOUS MATERIALS

9-02.1 Asphalt Material, General

The second paragraph is revised to read:

The Asphalt Supplier of Performance Graded (PG) asphalt binder and emulsified asphalt shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 2 "Standard Practice for Asphalt Suppliers That Certify Performance Graded and Emulsified Asphalts". The Asphalt Supplier's QCP shall be submitted and receive the acceptance of the WSDOT State Materials Laboratory. Once accepted, any change to the QCP will require a new QCP to be submitted for acceptance. The Asphalt Supplier of PG asphalt binder and emulsified asphalt shall certify through the Bill of Lading that the PG asphalt binder or emulsified asphalt meets the Specification requirements of the Contract.

9-02.1(4) Performance Graded (PG) Asphalt Binder

This section is supplemented with the following:

If the asphalt binder verification sample test results fail to meet AASHTO Test Method T 350 "Standard Method of Test for Multiple Stress Creep Recovery (MSCR) Test of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)" for average percent recovery @ 3.2 kPa for the applicable grades of binder in accordance with Section 9-02.1(4), the Contracting Agency may elect to test the sample using AASHTO Test Method T 301 "Standard Method of Test for Elastic Recovery Test of Asphalt Materials by Means of a Ductilometer."

When AASHTO T 301 is used, a minimum of 65% elastic recovery (ER) will be required when tested at 25° C $\pm 0.5^{\circ}$ C.

9-03 AGGREGATES

9-03.8 Aggregates for Hot Mix Asphalt

9-03.8 (2) HMA Test Requirements

(*****)

Section 9-03.8(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA for Tucker Road shall be *** 1*** million.

9-03.8(7) HMA Tolerances and Adjustments

(*****)

Delete item 1 and replace it with the following:

1. **Job Mix Formula Tolerances**. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical Evaluation	Commercial Evaluation
Aggregate, percent passing		
1", ¾", ½", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±4%	±8%
U.S. No. 16 sieve	±4%	±8%
U.S. No. 30 sieve	±4%	±8%
U.S. No. 50 sieve	±4%	±8%
U.S. No. 100 sieve	±4%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%
VMA VFA Va	min. and max. as	mum value in 9-03.8(2) s listed in 9-03.8(2) nd 5.5% maximum

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100.

POWER EQUIPMENT

(*****)

The successful bidder will be required to furnish the County a list of all equipment that they anticipate utilizing on this project.

The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder will be required to complete and return with the contract documents. This information will enable hourly rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction Equipment". No payment for any force account work will be allowed until this form has been returned and accepted by the County.

E-VERIFY

(*****)

"Effective June 21st, 2010, all contracts with a value of ≥ \$100,000 shall require that the awarded contractor register with the Department of Homeland Security E-Verify program. Contractors shall have sixty days after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor shall have an additional sixty days to provide a written record on the authorized employment status of their employees and those of any sub-contractor(s) currently assigned to the contract. Employees hired during the execution of the contract and after submission of the initial verification will be verified to the county within 30 days of hire, as reported from the E-Verify program. The contractor will continue to update the County on all corrective actions required and changes made during the performance of the contract."

BOND

(******)

The Bidder's special attention is directed to the attached bond form, which the successful bidder will be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED**. The bond shall be for the full amount of the contract.

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LEWIS COUNTY ESTIMATES AND PAYMENT POLICY

(*****)

On or before the 5th day of each calendar month during the term of this contract, the Contracting Agency shall prepare its estimate of work performed, and material furnished. If the Contractor agrees, the Contractor will approve the estimate and return the estimate to the Contracting Agency by the 10th day of that same calendar month. The Contracting Agency shall prepare a voucher based upon the approved estimate and a payment based thereon shall be due the Contractor on the 10th day of the next calendar month.

When the Contractors report the work is completed he/she shall then notify the Contracting Agency. The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When the Contracting Agency is satisfied the work has been completed in accordance with all plans and specifications the Contracting Agency shall then accept the work.

The Contracting Agency shall prepare a pre-final estimate for approval by the Contractor and processing for payment on the monthly schedule. Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided the conditions of Section 1-03.4 and Section1-07.2 of these Special Provisions have been satisfied.

APPENDICES

1	(July ⁻	12, 1999)
2	The fo	ollowing appendices are attached and made a part of this contract:
3		
4	*****	APPENDIX A:
5,		Washington State Prevailing Wage Rates
6		Wage Rate Supplements
7		Wage Rate Benefit Code Key
8		Federal Wage Rates
9		
10		APPENDIX B:
.11		Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273
12		Amendment Required Contract Provisions Federal-Aid Construction Contracts
13		
14		APPENDIX C:
15		Bid Proposal Documents
16		
17		APPENDIX D:
18		Contract Documents
19		
20		APPENDIX E:

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Traffic Control Plans Contract Plans

(FEBRUARY 5, 2020)

STANDARD PLANS

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.

Re-number all notes.

C-4b

DELETED

<u>C-4e</u>

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".

<u>C-40.14</u> DELETED

C-60.10

Sheet 1, Side Elevation: The bottom set of \bigcirc - #4 horizontal rebar (2x) located at the base of the barrier is repositioned to be aligned with the bottom of \bigcirc - #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 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 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

<u>C-9</u>0.10

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 $\frac{1}{4}$ turn fasteners or slide latch." Is revised to read; "Hinged dead front with $\frac{1}{4}$ 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 ~ $\frac{3}{4}$ " (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ $\frac{3}{4}$ " (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 $\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 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 ½" 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 ½" 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 $\frac{1}{2}$ " 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 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (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 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (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, " $12 - 13 \times 1 \frac{1}{2}$ " S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; " $12 - 13 \times 1 \frac{1}{2}$ " 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-10.10-008/7/07	A-40.00-008/11/09	A-50.30-0011/17/08
A-10.20-0010/5/07	A-40.10-047/31/19	A-50.40-0011/17/08
A-10.30-0010/5/07	A-40.15-008/11/09	A-60.10-0312/23/14
A-20.10-008/31/07	A-40.20-041/18/17	A-60.20-0312/23/14
A-30.10-0011/8/07	A-40.50-0212/23/14	A-60.30-016/28/18
A-30.30-016/16/11	A-50.10-0011/17/08	A-60.40-008/31/07
A-30.35-0010/12/07	A-50.20-019/22/09	
B-5.20-021/26/17	B-30.50-032/27/18	B-75.20-022/27/18
B-5.40-021/26/17	B-30.70-042/27/18	B-75.50-016/10/08

B-5.60-02	B-30.80-01	7 B-80.20-006/8/06 6 B-80.40-006/1/06 6 B-85.10-016/10/08 6 B-85.20-006/1/06 7 B-85.30-006/1/06 17 B-85.40-006/8/06 17 B-85.50-016/10/08 6 B-90.10-006/8/06 18 B-90.20-006/8/06 18 B-90.30-006/8/06 18 B-90.30-006/8/06 18 B-90.40-011/26/17 12 B-90.50-006/8/06 6 B-95.20-012/3/09 6 B-95.40-016/28/18
C-1	C-20.15-026/11 C-20.18-038/12 C-20.19-038/12 C-20.40-078/12 C-20.41-028/12 C-20.45.028/12/ C-22.16-067/21/ C-22.40-078/12/ C-23.60-047/21/ C.24.10-028/12/ C-25.20-067/14/ C-25.22-057/14/ C-25.26-048/12/ C-25.30-006/28/ C-25.80-058/12/ C-40.16-027/2/1/	2/19 C-60.10-008/22/19 2/19 C-70.10-016/17/14 2/19 C-75.10-016/11/14 2/19 C-75.20-016/11/14 2/19 C-75.20-016/11/14 3/15 C-75.30-016/11/14 17 C-80.20-016/11/14 19 C-80.30-016/11/14 19 C-80.40-016/11/14 17 C-85.10-004/8/12 19 C-85.11-004/8/12 15 C-85.14-016/11/14 19 C-85.15-016/30/14 18 C-85.16-016/17/14 19 C-85.18-016/11/14
D-2.04-001/10/05 D-2.06-011/6/09 D-2.08-0011/10/05 D-2.14-0011/10/05 D-2.16-0011/10/05 D-2.18-0011/10/05 D-2.20-0011/10/05 D-2.32-0011/10/05 D-2.34-011/6/09 D-2.36-036/11/14 D-2.42-0011/10/05 D-2.44-0011/10/05 D-2.60-0011/10/05 D-2.62-0011/10/05 D-2.46-016/11/14	D-2.48-0011/10/05 D-2.64-011/6/09 D-2.66-0011/10/05 D-2.68-0011/10/05 D-2.80-0011/10/05 D-2.82-0011/10/05 D-2.84-0011/10/05 D-2.86-0011/10/05 D-2.88-0011/10/05 D-2.92-0011/10/05 D-3.09-005/17/12 D-3.10-015/29/13 D-3.11-036/11/14 D-3.15-026/10/13 D-3.16-025/29/13	D-3.17-025/9/16 D-412/11/98 D-66/19/98 D-10.10-0112/2/08 D-10.15-0112/2/08 D-10.20-018/7/19 D-10.25-018/7/19 D-10.30-007/8/08 D-10.35-007/8/08 D-10.40-0112/2/08

E-12/21/07 E-25/29/98		
F-10.12-036/11/14 F-10.16-0012/20/06 F-10.18-017/11/17 F-10.40-036/29/16 F-10.42-001/23/07	F-10.62-024/22/14 F-10.64-034/22/14 F-30.10-036/11/14 F-40.12-036/29/16 F-40.14-036/29/16	F-40.15-036/29/16 F-40.16-036/29/16 F-45.10-027/15/16 F-80.10-047/15/16
G-10.10-009/20/07 G-20.10-026/23/15 G-22.10-046/28/18 G-24.10-0011/8/07 G-24.20-012/7/12 G-24.30-026/28/18 G-24.40-076/28/18 G-24.50-058/7/19 G-24.60-056/28/18	G-25.10-046/10/13 G-26.10-007/31/19 G-30.10-046/23/15 G-50.10-036/28/18 G-90.10-037/11/17 G-90.11-004/28/16 G-90.20-057/11/17 G-90.30-047/11/17 G-90.40-024/28/16	G-95.10-026/28/18 G-95.20-036/28/18 G-95.30-036/28/18
H-10.10-007/3/08 H-10.15-007/3/08 H-30.10-0010/12/07	H-32.10-009/20/07 H-60.10-017/3/08 H-60.20-017/3/08	H-70.10-012/7/12 H-70.20-012/16/12 H-70.30-022/7/12
I-10.10-018/11/09 I-30.10-023/22/13 I-30.15-023/22/13 I-30.16-017/11/19 I-30.17-016/12/19	I-30.20-009/20/07 I-30.30-026/12/19 I-30.40-026/12/19 I-30.60-026/12/19 I-40.10-009/20/07	I-40.20-009/20/07 I-50.20-016/10/13 I-60.10-016/10/13 I-60.20-016/10/13 I-80.10-027/15/16
J-10	J-28.40-026/11/14 J-28.42-016/28/18 J-28.43-016/28/18 J-28.45-037/21/16 J-28.50-037/21/16 J-28.60-027/21/16 J-28.70-037/21/17 J-29.10-017/21/16 J-29.15-017/21/16 J-30.10-006/18/15 J-40.05-007/21/16 J-40.10-044/28/16 J-40.20-034/28/16 J-40.30-044/28/16 J-40.35-015/29/13 J-40.36-027/21/17 J-40.38-015/20/13 J-40.39-005/20/13 J-40.39-005/20/13	J-75.10-027/10/15 J-75.20-017/10/15 J-75.30-027/10/15 J-75.40-026/1/16 J-75.41-016/29/16 J-75.45-026/1/16 J-80.10-006/28/18 J-81.10-006/28/18 J-86.10-006/28/18 J-90.10-036/28/18 J-90.20-036/28/18 J-90.21-026/28/18 J-90.50-006/28/18

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C

J-21.15-016/10/13 J-21.16-016/10/13 J-21.17-016/10/13 J-21.20-016/10/13 J-21.20-016/10/13 J-22.15-027/10/15 J-26.10-037/10/15 J-26.15-015/17/12 J-26.20-016/28/18 J-27.10-017/21/16 J-27.15-003/15/12 J-28.10-028/7/19 J-28.22-008/07/07 J-28.24-016/3/15 J-28.26-0112/02/08 J-28.30-036/11/14	J-45.36-007/21/1 J-50.05-007/21/1 J-50.10-017/31/1 J-50.11-027/31/1 J-50.12-028/7/19 J-50.13-008/22/1 J-50.16-013/22/1 J-50.18-008/7/19 J-50.19-008/7/19 J-50.20-006/3/11 J-50.25-006/3/11 J-50.30-006/3/11 J-60.05-017/21/1 J-60.11-005/20/1	7 9 9 7 3
K-70.20-016/1/16 K-80.10-016/1/16 K-80.20-0012/20/06 K-80.35-002/21/07 K-80.37-002/21/07		
L-10.10-026/21/12 L-20.10-037/14/15 L-30.10-026/11/14	L-40.10-026/21/12 L-40.15-016/16/11 L-40.20-026/21/12	
M-1.20-036/24/14 M-1.40-026/3/11 M-1.60-026/3/11 M-1.80-036/3/11 M-2.20-037/10/15 M-2.21-007/10/15 M-3.10-036/3/11 M-3.20-026/3/11 M-3.30-036/3/11 M-3.40-036/3/11 M-3.50-026/3/11 M-5.10-026/3/11 M-7.50-011/30/07 M-9.50-026/24/14 M-9.60-002/10/09	M-11.10-038/7/19 M-12.10-016/28/18 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-24.65-007/11/17 M-24.66-007/11/17	M-40.20-0010/12/07 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

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

Federal Wage Rates

State of Washington Department of Labor & Industries Prevailing Wage Section - Telephone 360-902-5335 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 7/27/2020

<u>County</u>	<u>Trade</u>	<u>Job</u> <u>Classification</u>	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Lewis	<u>Asbestos Abatement</u> <u>Workers</u>	Journey Level	\$50.86	<u>5D</u>	<u>1H</u>		<u>View</u>
Lewis	<u>Boilermakers</u>	Journey Level	\$69.29	<u>5N</u>	<u>1C</u>		<u>View</u>
Lewis	Brick Mason	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		<u>View</u>
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$58.82	<u>5A</u>	<u>1M</u>		<u>View</u>
Lewis	Building Service Employees	Janitor	\$13.50		<u>1</u>		<u>View</u>
Lewis	Building Service Employees	Shampooer	\$13.50		<u>1</u>		<u>View</u>
Lewis	Building Service Employees	Waxer	\$13.50		<u>1</u>		<u>View</u>
Lewis	Building Service Employees	Window Cleaner	\$13.50		<u>1</u>		<u>View</u>
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		<u>1</u>		<u>View</u>
Lewis	<u>Carpenters</u>	Acoustical Worker	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	<u>Carpenters</u>	Carpenter	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	<u>Carpenters</u>	Carpenters on Stationary Tools	\$62.57	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	<u>Carpenters</u>	Creosoted Material	\$62.54	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	<u>Carpenters</u>	Floor Finisher	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	<u>Carpenters</u>	Floor Layer	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	<u>Carpenters</u>	Scaffold Erector	\$62.44	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Cement Masons	Application of all Composition Mastic	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Application of all Epoxy Material	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Application of all Plastic Material	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Application of Sealing Compound	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Application of Underlayment	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Building General	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>

Lewis	Cement Masons	Composition or Kalman Floors	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Concrete Paving	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Curb & Gutter Machine	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Curb & Gutter, Sidewalks	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Curing Concrete	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Finish Colored Concrete	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Floor Grinding	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Floor Grinding/Polisher	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Green Concrete Saw, self- powered	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Grouting of all Plates	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Grouting of all Tilt-up Panels	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Gunite Nozzleman	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Hand Powered Grinder	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Journey Level	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Patching Concrete	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Pneumatic Power Tools	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Power Chipping & Brushing	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Sand Blasting Architectural Finish	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Screed & Rodding Machine	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Spackling or Skim Coat Concrete	\$62.47	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Troweling Machine Operator	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Troweling Machine Operator on Colored Slabs	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Cement Masons	Tunnel Workers	\$62.97	<u>7A</u>	<u>4U</u>		<u>View</u>
Lewis	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.20	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Divers & Tenders	Dive Supervisor/Master	\$79.23	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Divers & Tenders	Diver	\$116.20	<u>7A</u>	<u>4C</u>	<u>8V</u>	<u>View</u>
Lewis	Divers & Tenders	Diver On Standby	\$74.23	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Divers & Tenders	Diver Tender	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Divers & Tenders	Manifold Operator	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	\$72.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$67.31	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	\$62.69	<u>7A</u>	<u>4C</u>		<u>View</u>
Lewis	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>		<u>View</u>
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>		<u>View</u>
Lewis	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>		<u>View</u>
Lewis	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>		<u>View</u>
Lewis	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>		<u>View</u>

Lewis	<u>Dredge Workers</u>	Mates	\$56.44	<u>5D</u>	<u>3F</u>		<u>V</u>
Lewis	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>		<u>V</u>
Lewis	<u>Drywall Applicator</u>	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		<u>V</u>
Lewis	<u>Drywall Tapers</u>	Journey Level	\$62.81	<u>5P</u>	<u>1E</u>		<u>V</u>
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$13.50		<u>1</u>		V
Lewis	<u>Electricians - Inside</u>	Cable Splicer	\$74.69	<u>5C</u>	<u>1G</u>		<u>V</u>
Lewis	<u>Electricians - Inside</u>	Journey Level	\$69.96	<u>5C</u>	<u>1G</u>		<u>V</u>
Lewis	<u>Electricians - Inside</u>	Lead Covered Cable Splicer	\$79.41	<u>5C</u>	<u>1G</u>		<u>V</u>
Lewis	Electricians - Inside	Welder	\$74.69	<u>5C</u>	<u>1G</u>		<u>V</u>
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>		<u>V</u>
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>		<u>V</u>
Lewis	Electricians - Powerline Construction	Cable Splicer	\$82.39	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$75.64	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	Electricians - Powerline Construction	Groundperson	\$49.17	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	<u>Electricians - Powerline</u> <u>Construction</u>	Journey Level Lineperson	\$75.64	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	<u>Electricians - Powerline</u> <u>Construction</u>	Line Equipment Operator	\$64.54	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	<u>Electricians - Powerline</u> <u>Construction</u>	Meter Installer	\$49.17	<u>5A</u>	<u>4D</u>	<u>8W</u>	<u>V</u>
Lewis	<u>Electricians - Powerline</u> <u>Construction</u>	Pole Sprayer	\$75.64	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	<u>Electricians - Powerline</u> <u>Construction</u>	Powderperson	\$56.49	<u>5A</u>	<u>4D</u>		<u>V</u>
Lewis	Electronic Technicians	Journey Level	\$44.70	<u>6Z</u>	<u>1B</u>		<u>V</u>
Lewis	Elevator Constructors	Mechanic	\$97.31	<u>7D</u>	<u>4A</u>		<u>V</u>
Lewis	Elevator Constructors	Mechanic In Charge	\$105.06	<u>7D</u>	<u>4A</u>		<u>V</u>
Lewis	Fabricated Precast Concrete Products	Journey Level	\$13.50		<u>1</u>		<u>V</u>
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>		<u>V</u>
Lewis	Fence Erectors	Fence Erector	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>V</u>
Lewis	Fence Erectors	Fence Laborer	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>V</u>
Lewis	Flaggers	Journey Level	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>V</u>
Lewis	Glaziers	Journey Level	\$66.51	<u>7L</u>	<u>1Y</u>		<u>V</u>
Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$76.61	<u>5J</u>	<u>4H</u>		<u>V</u>
Lewis	<u>Heating Equipment</u> <u>Mechanics</u>	Journey Level	\$85.88	<u>7F</u>	<u>1E</u>		<u>V</u>
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>V</u>
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$13.50		<u>1</u>		V

Lewis	<u>Inland Boatmen</u>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		<u>Vie</u>
Lewis	<u>Inland Boatmen</u>	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<u>Vie</u>
Lewis	<u>Inland Boatmen</u>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		<u>Vie</u>
Lewis	<u>Inland Boatmen</u>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<u>Vie</u>
Lewis	<u>Inland Boatmen</u>	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		Vie
Lewis	<u>Inland Boatmen</u>	Mate	\$57.31	<u>5B</u>	<u>1K</u>		Vie
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.50		1		<u>Vie</u>
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.50		<u>1</u>		<u>Vie</u>
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.50		1		<u>Vie</u>
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.50		<u>1</u>		<u>Vie</u>
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.50		1		<u>Vie</u>
Lewis	Insulation Applicators	Journey Level	\$62.44	<u>7A</u>	<u>4C</u>		<u>Vie</u>
Lewis	Ironworkers	Journeyman	\$73.73	<u>7N</u>	<u>10</u>		Vie
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Airtrac Drill Operator	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Ballast Regular Machine	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Batch Weighman	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Brick Pavers	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Brush Cutter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
Lewis	<u>Laborers</u>	Brush Hog Feeder	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Burner	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Caisson Worker	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
Lewis	<u>Laborers</u>	Carpenter Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Cement Dumper-paving	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Cement Finisher Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Change House Or Dry Shack	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
Lewis	<u>Laborers</u>	Chipping Gun (30 Lbs. And Over)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Chipping Gun (Under 30 Lbs.)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Choker Setter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
Lewis	<u>Laborers</u>	Chuck Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vi∈
Lewis	<u>Laborers</u>	Clary Power Spreader	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
Lewis	<u>Laborers</u>	Clean-up Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie
Lewis	<u>Laborers</u>	Concrete Dumper/Chute Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
Lewis	<u>Laborers</u>	Concrete Form Stripper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Vie</u>
Lewis	Laborers	Concrete Placement Crew	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Vie

Lewis	Laborers	Concrete Saw Operator/Core Driller	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Crusher Feeder	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Curing Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Ditch Digger	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Diver	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Drill Operator (Hydraulic, Diamond)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Dry Stack Walls	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Dump Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Epoxy Technician	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Erosion Control Worker	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Faller & Bucker Chain Saw	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Fine Graders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Firewatch	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Form Setter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Gabian Basket Builders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	General Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Grade Checker & Transit Person	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Grinders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Grout Machine Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Guardrail Erector	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Hazardous Waste Worker (Level A)	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Hazardous Waste Worker (Level B)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Hazardous Waste Worker (Level C)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	High Scaler	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Jackhammer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Laserbeam Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Maintenance Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Manhole Builder-Mudman	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Material Yard Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Motorman-Dinky Locomotive	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View

Lewis	<u>Laborers</u>	Pavement Breaker	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Pilot Car	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Pipe Layer Lead	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Pipe Layer/Tailor	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Pipe Pot Tender	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Pipe Reliner	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Pipe Wrapper	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Pot Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Powderman	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Powderman's Helper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Power Jacks	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Railroad Spike Puller - Power	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Raker - Asphalt	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Re-timberman	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Remote Equipment Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Rigger/Signal Person	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Rip Rap Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Rivet Buster	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Rodder	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Scaffold Erector	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Scale Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Sloper (Over 20")	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Sloper Sprayer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Spreader (Concrete)	\$51.80	<u>7A</u>	<u>4V</u>	8Y	View
Lewis	Laborers	Stake Hopper	\$50.86	<u>7A</u>	<u>4V</u>	8Y	View
Lewis	Laborers	Stock Piler	\$50.86	<u>7A</u>	<u>4V</u>	8Y	View
Lewis	Laborers	Swinging Stage/Boatswain Chair	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Tamper (Multiple & Self- propelled)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Topper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Track Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Track Liner (Power)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Traffic Control Laborer	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>	<u>View</u>
Lewis	<u>Laborers</u>	Traffic Control Supervisor	\$48.84	<u>7A</u>	<u>4V</u>	<u>9C</u>	<u>View</u>
Lewis	<u>Laborers</u>	Truck Spotter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	<u>Laborers</u>	Tugger Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>View</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$120.61	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00	\$125.64	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>

Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$135.02	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>View</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	<u>Viev</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$142.24	<u>7A</u>	<u>4V</u>	<u>9B</u>	Viev
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	Viev
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	Viev
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	Viev
Lewis	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	<u>Laborers</u>	Tunnel Work-Miner	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	Laborers	Vibrator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	Laborers	Vinyl Seamer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	Laborers	Watchman	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	Laborers	Welder	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	<u>Laborers</u>	Well Point Laborer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	<u>Laborers</u>	Window Washer/Cleaner	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	<u>Laborers - Underground</u> <u>Sewer & Water</u>	General Laborer & Topman	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	Viev
Lewis	<u>Laborers - Underground</u> <u>Sewer & Water</u>	Pipe Layer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Viev</u>
Lewis	<u>Landscape Construction</u>	Landscape Construction/Landscaping Or Planting Laborers	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>Viev</u>
Lewis	Landscape Construction	Landscape Operator	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	Viev
Lewis	<u>Landscape Maintenance</u>	Groundskeeper	\$13.50		<u>1</u>		Viev
Lewis	<u>Lathers</u>	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		Viev
Lewis	Marble Setters	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		<u>Viev</u>
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>		<u>Viev</u>
Lewis	Metal Fabrication (In Shop)	Laborer	\$13.50		<u>1</u>		<u>Viev</u>
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$13.50		<u>1</u>		<u>Viev</u>
Lewis	<u>Metal Fabrication (In Shop)</u>	Painter	\$13.50		<u>1</u>		<u>Viev</u>
Lewis	<u>Metal Fabrication (In Shop)</u>	Welder	\$15.16		<u>1</u>		<u>Viev</u>
Lewis	<u>Millwright</u>	Journey Level	\$63.94	<u>7A</u>	<u>4C</u>		Viev
Lewis	Modular Buildings	Cabinet Assembly	\$13.50		<u>1</u>		<u>Viev</u>
Lewis	Modular Buildings	Electrician	\$13.50		<u>1</u>		Viev
Lewis	<u>Modular Buildings</u>	Equipment Maintenance	\$13.50		<u>1</u>		View

Lewis	<u>Modular Buildings</u>	Plumber	\$13.50		<u> </u>		Viev
Lewis	Modular Buildings	Production Worker	\$13.50		<u>1</u>		Viev
Lewis	Modular Buildings	Tool Maintenance	\$13.50		<u>1</u>		Viev
Lewis	Modular Buildings	Utility Person	\$13.50		<u>1</u>		Viev
Lewis	Modular Buildings	Welder	\$13.50		<u>1</u>		<u>Viev</u>
Lewis	<u>Painters</u>	Journey Level	\$43.40	<u>6Z</u>	<u>2B</u>		Viev
Lewis	Pile Driver	Crew Tender	\$67.31	<u>7A</u>	<u>4C</u>		Viev
Lewis	Pile Driver	Crew Tender/Technician	\$67.31	<u>7A</u>	<u>4C</u>		Viev
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$77.93	<u>7A</u>	<u>4C</u>		<u>Viev</u>
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$82.93	<u>7A</u>	<u>4C</u>		<u>Viev</u>
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$86.93	<u>7A</u>	<u>4C</u>		Viev
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$91.93	<u>7A</u>	<u>4C</u>		Viev
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$94.43	<u>7A</u>	<u>4C</u>		Viev
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$99.43	<u>7A</u>	<u>4C</u>		Viev
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$101.43	<u>7A</u>	<u>4C</u>		Viev
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$103.43	<u>7A</u>	<u>4C</u>		Viev
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$105.43	<u>7A</u>	<u>4C</u>		<u>Viev</u>
Lewis	<u>Pile Driver</u>	Journey Level	\$62.69	<u>7A</u>	<u>4C</u>		Viev
Lewis	<u>Plasterers</u>	Journey Level	\$59.29	<u>7Q</u>	<u>1R</u>		Viev
Lewis	Playground & Park Equipment Installers	Journey Level	\$13.50		<u>1</u>		Viev
Lewis	Plumbers & Pipefitters	Journey Level	\$76.22	<u>5A</u>	<u>1G</u>		<u>Viev</u>
Lewis	Power Equipment Operators		\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Viev</u>
Lewis	Power Equipment Operators		\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Viev</u>
Lewis	Power Equipment Operators	` ' ' '	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Viev</u>
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Viev</u>
Lewis	Power Equipment Operators		\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Viev</u>
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	Viev
Lewis	Power Equipment Operators	Brooms	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	Viev
Lewis	Power Equipment Operators	Bump Cutter	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	Viev
Lewis	Power Equipment Operators	Cableways	\$66.81	<u>7A</u>	<u>3K</u>	8X	Viev

Lewis	Power Equipment Operators	Chipper	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Compressor	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Conveyors	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$68.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$68.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A- frame Over 10 Tons	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Crusher	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Derricks, On Building Work	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Drilling Machine	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

Lewis	Power Equipment Operators	And Gamaco & Similar Equipment	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Guardrail punch/Auger	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators	Locomotives, All	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Material Transfer Device	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Motor patrol graders	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>

		Crane: 20 Tons Through 44 Tons					
Lewis	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Pavement Breaker	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Power Plant	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Pumps - Water	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	<u>Power Equipment Operators</u>	Quad 9, HD 41, D10 And Over	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Rigger And Bellman	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Rollagon	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	<u>Power Equipment Operators</u>	Roller, Plant Mix Or Multi- lift Materials	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Saws - Concrete	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	<u>Power Equipment Operators</u>	Scrapers - Concrete & Carry All	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Service Engineers - Equipment	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Slipform Pavers	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Subgrader Trimmer	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Tower crane over 175' through 250' in height, base to boom	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Tower Crane Up: To 175' In Height, Base To Boom	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Trenching Machines	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Welder	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>v</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Assistant Engineers	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>

Lewis	Power Equipment Operators- Underground Sewer & Water	Cableways	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$68.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$68.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$68.84	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A- frame Over 10 Tons	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Crusher	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Lewis	Power Equipment	Pile Driver (other Than	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

	Operators- Underground Sewer & Water	Crane Mount)					
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u> i
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vi</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi- lift Materials	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	V
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vi</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u> i
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u> i
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vi</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground	Service Engineers - Equipment	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	V

Lewis	Power Equipment Operators- Underground	Shotcrete/gunite Equipment	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Sewer & Water Power Equipment	Shovel, Excavator,	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
	Operators- Underground Sewer & Water	Backhoe, Tractors Under 15 Metric Tons					
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	Vie
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	Vie
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	Vie
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower crane over 175' through 250' in height, base to boom	\$68.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$67.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	Vie
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$65.71	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	Vie
Lewis	Power Equipment Operators- Underground Sewer & Water	Welder	\$66.81	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>Vie</u>

Lewis	Sheet Metal Workers	Journey Level (Field or	\$85.88	<u>7F</u>	<u>1E</u>		V
Lewis	Roofers	Using Irritable Bituminous Materials	\$57.62	<u>5A</u>	<u>20</u>		<u>V</u>
Lewis	Roofers	Journey Level	\$54.62	<u>5A</u>	<u>20</u>		<u>V</u>
Lewis	Residential Tile Setters	Journey Level	\$14.86	ΕΛ	<u>1</u>		<u>V</u>
	<u>Finishers</u>	•			1		
Lewis	Workers Residential Terrazzo/Tile	Journey Level	\$14.86				<u>v</u>
Lewis	Residential Terrazzo	Journey Level	\$14.86		<u>1</u> <u>1</u>		<u>v</u>
Lewis	(<u>Fire Protection</u>) Residential Stone Masons	Journey Level	\$21.96		<u>1</u>		V
Lewis	Residential Sprinkler Fitters	Journey Level	\$20.28		1		<u>V</u>
Lewis	Workers Residential Soft Floor	Journey Level	\$14.86		<u>1</u>		<u>V</u>
Lewis	Air Conditioning Mechanics Residential Sheet Metal	Journey Level	\$33.28		1		<u>V</u>
Lewis	Pipefitters Residential Refrigeration &	Journey Level	\$32.14		<u>1</u>		<u>V</u>
Lewis	Residential Plumbers &	Journey Level	\$26.35		<u>1</u>		<u>V</u>
Lewis	Residential Painters	Journey Level	\$18.76		<u> </u>		<u>v</u>
Lewis	Residential Marble Setters	Journey Level	\$21.96		<u> </u>		V
Lewis	Residential Laborers	Journey Level	\$23.10		<u>1</u>		V
Lewis	Residential Insulation Applicators	Journey Level	\$17.05		1		V
Lewis	Residential Glaziers	Journey Level	\$25.40	<u> </u>	<u></u> <u>1</u>		<u>v</u>
Lewis	Residential Electricians	Journey Level	\$36.53	<u>5A</u>	<u>1B</u>		V
Lewis	Residential Drywall Tapers	Journey Level	\$24.48		<u>1</u>		<u> </u>
Lewis	Residential Drywall Applicators	Journey Level	\$36.07		<u>1</u>		<u>\</u>
Lewis	Residential Cement Masons	Journey Level	\$16.79		<u>1</u>		<u>V</u>
Lewis	Residential Carpenters	Journey Level	\$24.89		<u>1</u>		<u>\</u>
Lewis	Residential Brick Mason	Journey Level	\$21.96		<u>1</u>		<u>\</u>
	Conditioning Mechanics	•		<u>JA</u>			
Lewis	Trimmers Refrigeration & Air	Groundperson Journey Level	\$76.21	<u>5A</u> <u>5A</u>	<u>4A</u> 1G		<u>V</u>
	Trimmers Power Line Clearance Tree	Tree Trimmer	\$36.10				
Lewis	Power Line Clearance Tree Trimmers Power Line Clearance Tree	Tree Trimmer	\$47.48	<u>5A</u> <u>5A</u>	<u>4A</u> 4A		<u>V</u>
Lewis Lewis	Power Line Clearance Tree Trimmers Power Line Clearance Tree	Spray Person Tree Equipment Operator	\$50.40 \$53.10	<u>5A</u>	<u>4A</u>		<u>V</u>
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$53.10	<u>5A</u>	<u>4A</u>		<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$66.22	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$62.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>V</u>

Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		<u>1</u>		<u>V</u>
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<u>V</u>
Lewis	Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>		V
Lewis	Solar Controls For Windows	Journey Level	\$13.50	<u> </u>	<u>55</u> 		<u>v</u>
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$56.76	<u>7J</u>	<u>1</u> 1R		<u>v</u> <u>V</u>
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.50		1		<u>V</u>
Lewis	Stone Masons	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		<u>V</u>
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1		<u>V</u>
Lewis	<u>Surveyors</u>	Chain Person	\$65.11	<u>7A</u>	<u>3K</u>		<u>V</u>
Lewis	Surveyors	Instrument Person	\$65.71	<u>7A</u>	<u>3K</u>		<u>V</u>
Lewis	Surveyors	Party Chief	\$66.81	<u>7A</u>	<u>3K</u>		<u>V</u>
Lewis	Telecommunication Technicians	Journey Level	\$44.70	<u>6Z</u>	<u>1B</u>		<u>V</u>
Lewis	<u>Telephone Line</u> <u>Construction - Outside</u>	Cable Splicer	\$41.81	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	<u>Telephone Line</u> <u>Construction - Outside</u>	Hole Digger/Ground Person	\$23.53	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	<u>Telephone Line</u> <u>Construction - Outside</u>	Installer (Repairer)	\$40.09	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	<u>Telephone Line</u> <u>Construction - Outside</u>	Special Aparatus Installer I	\$41.81	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	<u>Telephone Line</u> <u>Construction - Outside</u>	Special Apparatus Installer II	\$40.99	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Television Groundperson	\$22.32	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Television System Technician	\$35.20	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Television Technician	\$31.67	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	<u>5A</u>	<u>2B</u>		<u>V</u>
Lewis	Terrazzo Workers	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>		<u>V</u>
Lewis	<u>Tile Setters</u>	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>		<u>V</u>
Lewis	<u>Tile, Marble & Terrazzo</u> <u>Finishers</u>	Finisher	\$44.89	<u>5A</u>	<u>1B</u>		<u>V</u>
Lewis	Traffic Control Stripers	Journey Level	\$47.68	<u>7A</u>	<u>1K</u>		<u>V</u>
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>V</u>

Lewis	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards	\$60.00	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
Lewis	<u>Truck Drivers</u>	Dump Truck	\$60.00	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
Lewis	<u>Truck Drivers</u>	Dump Truck & Trailer	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
Lewis	Truck Drivers	Other Trucks	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
Lewis	Truck Drivers - Ready Mix	Transit Mix	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	<u>View</u>
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>		<u>View</u>
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$13.50		1		<u>View</u>
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		<u>View</u>

Washington State Department of Labor and Industries Policy Statement (Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

- 1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
- 2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
- 3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
- 4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
- 5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
- 6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

	ITEM DESCRIPTION	YES	NO
1.	Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		x
2.	Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		x
3.	Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		x
6.	Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		x
7.	Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		x

ITEM DESCRIPTION

YES

NO

	ITEM DESCRIPTION	YES	NO
17.	Precast Concrete Inlet - with adjustment sections,		v
18.	See Std. Plans Precast Drop Inlet Type 1 and 2 with metal grate supports.		X
10	See Std. Plans. Precast Grate Inlet Type 2 with extension and top units.		X
	See Std. Plans		X
20.	Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21.	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		x
22.	Vault Risers - For use with Valve Vaults and Utilities X Vaults.		x
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24.	Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	x	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

	ITEM DESCRIPTION	YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A 	x	
29.	Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	x	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
33.	Monument Case and Cover See Std. Plan.		X

_	ITEM DESCRIPTION	YES	NO
53.	Fencing materials		X
54.	Guide Posts		X
55.	Traffic Buttons		X
56.	Ероху		X
57.	Cribbing		X
58.	Water distribution materials		X
59.	Steel "H" piles		X
60.	Steel pipe for concrete pile casings		X
61.	Steel pile tips, standard		X
62.	Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW 39.12.010

(The definition of "locality" in RCW 39.12.010(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries Policy Statements (Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

- (1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.
- (2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:
- (a) They deliver or discharge any of the above-listed materials to a public works project site:
- (i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or
 - (ii) At multiple points at the project; or
 - (iii) Adjacent to the location and coordinated with the incorporation of those materials.
- (b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.
- (c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).
- (d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.
- (e) They deliver concrete to a public works site regardless of the method of incorporation.
- (f) They assist or participate in the incorporation of any materials into the public works project.

- (3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.
- (4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.
- (a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.
- (b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.
- (5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

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 fourten 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, tenhour 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.

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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.

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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.

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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.

Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
 - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
 - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
 - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
 - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
 - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
 - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
 - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
 - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
 - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
 - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

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Holiday Codes Continued

- 5. R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
 - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
 - T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
 - E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
 - G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
 - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
 - I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
 - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
 - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

- 7. D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
 - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
 - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

- 7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
 - R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
 - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
 - T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
 - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
 - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
 - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
 - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
 - Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
 - B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
 - C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)

Benefit Code Key - Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

- 15. D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
 - E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
 - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
 - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
 - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
 - P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
 - Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
 - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
 - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
 - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

Note Codes Continued

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Benefit Code Key - Effective 3/4/2020 thru 9/1/2020

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) 130' to 199' \$0.50 per hour over their classification rate.
- (B) -200' to 299' -\$0.80 per hour over their classification rate.
- (C) 300' and over \$1.00 per hour over their classification rate.
- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

"General Decision Number: WA20200001 07/24/2020 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.

Number	Publication	Date
	01/03/2020	
	02/14/2020	
	02/28/2020	
	03/06/2020	
	03/13/2020	
	05/01/2020	
	07/03/2020	
	07/10/2020	
	07/24/2020	
	Number	01/03/2020 02/14/2020 02/28/2020 03/06/2020 03/13/2020 05/01/2020 07/03/2020 07/10/2020

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	\$ 43.73 \$ 87.73 \$ 37.64 \$ 38.17	16.83 16.83 16.83 16.83 16.83
DEPTH PAY: 50 TO 100 FEET \$1.00 PER FOOT OVE 101 TO 150 FEET \$1.50 PER FOOT OVE		

Zone Differential (Add up Zone 1 rates):

151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

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
01 1	D+	

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/PR

 ZONE 3
 OVER 100 MILES
 \$6.00/PER HOUR

 \$4.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot 101-150 feet \$3.00 per foot 151-220 feet \$4.00 per foot

221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT: 0-25 feet Free 26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit"".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-003 06/01/2019

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES: CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

F	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:		

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 5	55 radi	ıs miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free 26-45 radius miles \$.70/hour Over 45 radius miles \$1.50/hour

ELEC0046-001 02/03/2020

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	.\$ 59.91	3%+21.46
ELECTRICIAN	.\$ 57.51	3%+22.06

^{*} ELEC0048-003 01/01/2020

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 44.22	21.50
ELECTRICIAN	\$ 47.85	24.41

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour Zone 2: 51-70 miles \$3.50/hour Zone 3: 71-90 miles \$5.50/hour

Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

ELEC0048-029 01/01/2020

COWLITZ AND WAHKIAKUM COUNTY

I	Rates	Fringes
CABLE SPLICER\$ ELECTRICIAN\$		21.50 24.41

ELEC0073-001 01/01/2020

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER		16.68 19.23

ELEC0076-002 08/31/2018

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER		23.23 23.10

ELEC0112-005 06/01/2019

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER		21.13 21.06

ELEC0191-003 06/01/2019

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER		17.73 23.66

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 40.82	17.63
ELECTRICIAN	\$ 42.45	21.34

ENGI0302-003 06/01/2020

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 Group 1AA Group 1 Group 2 Group 3 Group 4	\$ 49.13 \$ 49.83 \$ 47.70 \$ 47.08 \$ 46.55	22.47 22.47 22.47 22.47 22.47 22.47 22.47
Zone Differential (Add to Zone 1 Zone 2 (26-45 radius miles) - \$1. Zone 3 (Over 45 radius miles) - \$	00	

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/qunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible 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	3 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, Saginau 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 Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; 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 Wateriet 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.

ENCTO612_001_00/20/2010

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):

I	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 Operatorconcrete; 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, rotogrinder; 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 elgible 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 1AA	\$ 45.09 \$ 45.73 \$ 43.79 \$ 43.23 \$ 42.74	19.97 19.97 19.97 19.97 19.97 19.97
Zone Differential (Add to Zone 1 r Zone 2 (26-45 radius miles) = \$1.0 Zone 3 (Over 45 radius miles) - \$1	00	

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 Operatorconcrete; 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, rotogrinder; 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.
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H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour. H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour. H-4 Class ""A"" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1	.\$ 43.73 .\$ 45.82 .\$ 39.74 .\$ 38.59 .\$ 37.51 .\$ 36.27	14.35 14.35 14.35 14.35 14.35 14.35 14.35
Zone Differential (add to Zone 1 Zone 2 - \$3.00 Zone 3 - \$6.00	rates):	

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 porjects 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 leq, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 07/01/2019

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, PACIFI COUNTIES	C, SKAMANIA, AN	ID WAHKAIKUM
	Rates	Fringes
IRONWORKER	\$ 37.00	27.87
IRON0086-002 07/01/2019		
YAKIMA, KITTITAS AND CHELAN COUNT	IES	
	Rates	Fringes
IRONWORKER	\$ 33.59	29.26
IRON0086-004 07/01/2019		
CLALLAM, GRAYS HARBOR, ISLAND, JE MASON, PIERCE, SKAGIT, SNOHOMISH,		
	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

F	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\$		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 squeezcrete 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

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; Aspahlt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 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

	I	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

 ${\tt ZONE}$ 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, qunite, 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

	I	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 air line).

LABO0292-008 06/01/2020

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	F	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	\$ 35.65 \$ 36.20 \$ 36.66	12.44 12.44 12.44 12.44
GROUP 7	\$ 29.01	12.44
Zone Differential (Add to Zone 1 Zone 2 \$ 0.65 Zone 3 - 1.15 Zone 4 - 1.70	l rates):	

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

Zone 5 - 2.75

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2020

	Rates	Fringes	
Hod Carrier	\$ 34.93	12.44	

LABO0348-003 06/01/2020

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	1	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 07/01/2019

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes	
Painters: STRIPERS	\$ 31 61	16.07	
PAIN0005-004 03/01/2009			

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER	\$ 20.82	7.44

^{*} PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting	\$ 30.19	11.71
Over 30'/Swing Stage Work	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement	\$ 21.50	7.98
*\$.70 shall be paid over and ab listed for work on swing stages feet.		_

PAIN0055-003 07/01/2019

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER Brush & Roller Spray and Sandblasting		12.90 12.90
All high work over 60 ft. = base	rate + \$0.75	
* PAIN0055-006 03/01/2020		
CLARK, COWLITZ, KLICKITAT, SKAMAN	NIA and WAHKIAKU	M 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, Le Zone 1: 0 - 45 radius miles fro Zone 2: Over 45 radius miles fr	m 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 COMPOSITION, TROWEL	\$ 45.80	18.54
MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE TROWELING MACHINE OPERATOR	\$ 46.30	18.54
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		18.77
CEMENT MASONS	\$ 35.85	18.77
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		
70116 4 - 1.10		

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

	I	Rates	Fringes
Truck driver	îs:		
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 trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons
- GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons
- GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons
- GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks
- GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck
- GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 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

F	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:\$ GROUP 5:\$		20.46 20.46

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

Rates Fringes Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties) AREA 1: GROUP 1....\$ 23.91 17.40 GROUP 2.....\$ 26.18 17.40 GROUP 3.....\$ 26.68 17.40 17.40 GROUP 4.....\$ 27.01 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 Hydraullic 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 additon 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 is conjunction with a chemical spash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four (4) and eight (8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses $(29CFR \ 5.5 \ (a) \ (1) \ (ii))$.

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

APPENDIX B

FEDERAL CONTRACT PROVISIONS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS – FHWA 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

- **2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- **8.** Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees:
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AMENDMENT REQUIRED CONTRACT PROVISIONS

(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal-Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

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APPENDIX C

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Certification for Federal-Aid Contracts

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance with Wage Payment Statutes

Underutilized Disadvantaged Business Enterprise Utilization Certification

Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document



Lewis County Department of Public Works

Josh S. Metcalf, PE, Director Tim Fife, PE, County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HERBY GIVEN that the Board of County Commissioners of Lewis County or designee will open sealed proposals and publicly read them aloud on or after 12:30 P.M. on **Tuesday, August 18, 2020**, at the Lewis County Courthouse in Chehalis, Washington, for the Tucker Road Improvements Project - CRP 2189C. This contract provides for the improvement of *** Tucker Road by pavement repair, planing bituminous pavement, cleaning, sweeping, applying tack coat, paving with HMA, traffic control, *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 12:30 P.M. on Tuesday, August 18, 2020

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. Bids submitted after 12:30 PM will not be considered for this project.)

Sealed proposals must be delivered to the Lewis County Commissioners Office (351 N.W. North Street, Room 209, CMS-01, Chehalis, Washington 98532), by or before 12:30 P.M. on the date specified for delivery, and in an envelope clearly marked: "SEALED BID FOR THE TUCKER ROAD IMPROVEMENTS PROJECT - CRP 2189C, F. A. PROJECT NO. STPR-F212(001) TO BE OPENED ON OR AFTER 12:30 P.M. ON AUGUST 18, 2020."

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

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ www.lewiscountywa.gov or you may call the Lewis County Engineers office @ (360)740-2671 and request a copy be mailed to you.

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure 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, or national origin, or sex in consideration for an award.

PROPOSAL

TO: BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY CHEHALIS, WASHINGTON 98532

This certifies that the undersigned has examined the location of the Tucker Road Improvements Project, CRP 2189C, Federal Aid Project No. STPR-F212(001), in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

NOTE:

Unit prices for all items, all extensions, and total amount of bid shall be shown: All entries must be typed or entered in ink.

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	Mobilization	LUMP SUM	\$
2	780 S.Y.	Pavement Repair Excavation Incl. Haul	\$	\$
3	25,620 S.Y.	Planing Bituminous Pavement	\$	\$
4	80 TON	HMA for Pavement Repair CL. 3/8 IN PG 58H-22	\$	\$
5	2,630 TON	HMA CL. 3/8 IN PG 58H-22 Fiber Reinforced	\$	\$
6	29,000 L.F.	Paint Line	\$	\$
7	1 L.S.	Other Temporary Traffic Control	LUMP SUM	\$
8	1 L.S.	Traffic Control Supervisor	LUMP SUM	\$
9	360 Hour	Flaggers	\$	\$
10	342.5 S.F.	Construction Signs Class A	\$	\$
11	200 Hour	Other Traffic Control Labor	\$	\$
12	94 Hour	Pilot Car	\$	\$
13	1 LS	Trimming And Cleanup	LUMP SUM	\$
14	0 Calc.	Reimbursement For Thrid Party Damage	ESTIMATED	\$0.00
15	1 EST.	Minor Change	CALCULATED	\$25,000.00
16	1 L.S.	SPCC Plan	LUMP SUM	\$
			TOTAL BID	\$

Local Agency Certification for Federal-Aid Contracts

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

SF

DOT Form 272-040A EF 07/2011

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
- That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

SR

DOT Form 272-036I EF 07/2011

PROPOSAL - SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH IN THE AMOUNT	Г ОГ
CASHIER'S CHECK [DOLLARS
CERTIFIED CHECK [(\$) PA	AYABLE TO THE LEWIS COUNTY TREASURER
PROPOSAL BOND IN THE AMOUNT	T OF 5% OF THE BID
** Receipt is hereby acknowledged of addendum(s)) No.(s),, &
SIGNATURE OF AUTHORIZED OFFICIA	AL(S)
Proposal Must be Signed	
Firm Name	
Address	
Receipt is hereby acknowledged of addendum(s) SIGNATURE OF AUTHORIZED OFFICIA roposal Must be Signed Firm Name Address	
	CASHIER'S CHECK
State of Washington Contractor's License No.	
Unified Business Identifier (U.B.I.) No.	
Federal ID No.	

Note:

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

*Attach Power of Attorney



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

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

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

Bidder Name:	
Name of Contractor/Bidder -	- Print full legal entity name of firm
Bv:	
Signature of authorized person	Print Name of person making certifications for firm
Title:	Place:
Title of person signing certificate	Print city and state where signed
Date:	

Form 272-009 08/2017



Underutilized Disadvantaged Business Enterprise Utilization Certification

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

Column 1	Column 2	Column 3		Column 4	Column 5
Name of UDBE (See Instructions)	Project Role (See Instructions)		Description of Work (See Instructions)	Dollar Amount Subcontracted to UDBE (See Instructions)	Dollar Amount to be Applied Towards Goal (See Instructions)
		- <u>- 1</u>			
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Enterprise Cond	sadvantaged Busine dition of Award Contr Boy 5 the Bidder i	ract Goal	Box 3 nat their attempts to solicit sui	mitment Dollar Amo	Box 4

Tucker Road Improvements Project Federal Aid Project No. STPR-F212(001) F.A. Contract No. TA-6968 CRP 2189C

Instructions for Underutilized Disadvantaged Business Enterprise Utilization Certification Form

- Box 1: Name of Bidder (Proposal holder) submitting Bid.
- Box 2: Name of the Project.
- Column 1: Name of the Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com Repeat the name of the UDBE for each Project Role that will be performed.
- Column 2: The Project Role that the UDBE will be performing as follows;
 - Prime Contractor
 - Subcontractor
 - Subcontractor (Force Account)
 - Work sublet as Force Account must be listed separately.
 - Manufacturer
 - Regular Dealer
 - Work sublet to a Regular Dealer must be listed separately.
 - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
 - Broker
 - · Work sublet to a Broker must be listed separately.

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

- Column 3: Provide a description of the work to be performed by the UDBE. The work to be performed must be consistent with the Certified Business Description of the UDBE provided at the Diversity Management and Compliance System web page https://wsdot.diversityccompliance.com
 - A Bidder subletting a portion of a bid item shall state "Partial" and describe the Work that is included.
 - For example; "Electrical (Partial) Trenching".
 - "Mobilization" will not be accepted as a description of Work.
- Column 4: List the total amount to be subcontracted to each UDBE for each Project Role they are performing.
- Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a UDBE in Column 4 is eligible to be credited toward meeting the goal See Note 1, Note 2, Note 3. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, See Note 1, Note 2, Note 3, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.
 - Note 1: For Work sublet as Force Account the bidder may only claim 50% of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the UDBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to (\$100,000 X 50%) = \$50,000 (Column 5) to be applied towards the goal.
 - Note 2: For Work sublet to a Regular Dealer the bidder may only claim 60% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example: Material cost = \$100,000 (Column 4) equates to (\$100,000 × 60%) = \$60,000 (Column 5) to be applied towards the goal
 - Note 3: For Work sublet to a Broker the bidder may only claim the fees paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to (\$100,000 X reasonable fee %) = \$ (Column 5) to be applied towards the goal.
- Box 3: Box 3 is the COA Contract goal which is the minimum required UDBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.
- Box 4: Box 4 is the sum of the values in column 5. This value must equal or exceed the COA Contract goal amount written in Box 3 or;
- Box 5: Check Box 5 if insufficient UDBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, Selection of Successful Bidder/Good Faith Efforts (GFE) in the Contract.

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

DOT Form 272-056U Revised 02/2018



Underutilized Disadvantaged Business Enterprise Utilization Certification

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

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

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

Column 1	Column 2	Column 3	Column 4	Column 5
Name of UDBE (See Instructions)	Project Role (See Instructions)	Description of Work (See Instructions)	Dollar Amount Subcontracted to UDBE (See Instructions)	Dollar Amount to be Applied Towards Goal (See Instructions)
A Phis Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250
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356,968.16 Underutilized Disadvantaged Business Total UDBE Commitment Dollar Amount 1 Enterprise Condition of Award Contract Goal Box 3

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

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DOT Form 272-056U Revised 02/2018



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 show Enterprise Utilization Certification. Failure to do so with	wn on the Bidder's Underutilized Disadvantaged Busines: ill 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*:	
PART B: To be completed by the Underutilized Dis	advantaged Business Enterprise
As an authorized representative of the Underutilized D have been contacted by the Bidder with regard to the re described above. If the Bidder is awarded the Contract	Disadvantaged Business Enterprise, I confirm that we referenced project for the purpose of performing the Work t, we will enter into an agreement with the Bidder to
As an authorized representative of the Underutilized D have been contacted by the Bidder with regard to the re described above. If the Bidder is awarded the Contract participate in the project consistent with the information	Disadvantaged Business Enterprise, I confirm that we referenced project for the purpose of performing the Work t, we will enter into an agreement with the Bidder to
As an authorized representative of the Underutilized D have been contacted by the Bidder with regard to the redescribed above. If the Bidder is awarded the Contract participate in the project consistent with the information. Name (printed):	Disadvantaged Business Enterprise, I confirm that we referenced project for the purpose of performing the Work t, we will enter into an agreement with the Bidder to
As an authorized representative of the Underutilized D have been contacted by the Bidder with regard to the redescribed above. If the Bidder is awarded the Contract participate in the project consistent with the information. Name (printed):	Disadvantaged Business Enterprise, I confirm that we referenced project for the purpose of performing the Work t, we will enter into an agreement with the Bidder to
As an authorized representative of the Underutilized D have been contacted by the Bidder with regard to the redescribed above. If the Bidder is awarded the Contract participate in the project consistent with the information Name (printed): Signature:	Disadvantaged Business Enterprise, I confirm that we eferenced project for the purpose of performing the Work t, we will enter into an agreement with the Bidder to on provided in Part A of this form.
As an authorized representative of the Underutilized D have been contacted by the Bidder with regard to the redescribed above. If the Bidder is awarded the Contract participate in the project consistent with the information Name (printed): Signature: Title:	Disadvantaged Business Enterprise, I confirm that we referenced project for the purpose of performing the Work t, we will enter into an agreement with the Bidder to
As an authorized representative of the Underutilized D have been contacted by the Bidder with regard to the redescribed above. If the Bidder is awarded the Contract participate in the project consistent with the information Name (printed): Signature: Title:	Disadvantaged Business Enterprise, I confirm that we eferenced project for the purpose of performing the Work t, we will enter into an agreement with the Bidder to on provided in Part A of this form.

DOT Form 422-031U Revised 02/2018

APPENDIX D

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Performance Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and ente		, 2020, between th
BOARD OF COUNTY COMMISSIONE	RS of LEWIS COUNTY, State o	f Washington, acting under and b
virtue of RCW 36.77.040, hereinafter calle	ed	
the Board, and	of	
forsel, heirs, executors, administrat	ors, successors and assigns, herei	nafter called the Contractor.
WITNESSETH:		

That in consideration of the payments, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all material necessary to improve *** Tucker Road by pavement repair, planing bituminous pavement, cleaning, sweeping, applying tack coat, paving with reinforced fiber HMA, traffic control, and other work all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

- 2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.
- 3. The Contractor for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- 4. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

This contract, pursuant to RCW 49.28.040 to RCW 49.28.060, may be canceled by the officers or agents of the Owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington.

6. DOCUMENTS COMPRISING CONTRACT

All documents hereto attached, including but not being limited to the advertisement for bids, information for bidders, bid proposal form, general conditions (if any), special conditions (if any), complete specifications and the complete plans, are hereby made a part of this contract.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

	By:
	Contractor
	Performance of foregoing contract assured
	in accordance with the terms of the
APPROVED AS TO FORM:	accompanying bond.
	Dated:, 2020
JONATHAN L. MEYER, Prosecuting Attorney	
	By:
	Surety
By:	D
Civil Deputy	By:Attorney-in-fact
	Attorney-III-lact
	APPROVED:
	ALLKOVED.
	County Engineer
	County Engineer

Contract - 2

PERFORMANCE BOND FOR LEWIS COUNTY, WASHINGTON

Bond No.	

WE,	d/b/a
(Insert legal name of Contractor)	(Insert trade name of Contractor, if any)
(hereinafter "Principal"), and	(hereinafter "Surety"), are held and firmly
bound unto LEWIS COUNTY, WASHINGTON (hereinafter "Co	unty"), as Obligee, in an amount (in lawful money of the
United States of America) equal to the total compensation and expe	ense reimbursement payable to Principal for satisfactory
completion of Principal's work under Contract No. CRP 2189C, F.	A. Project No. STPR-F212(001), between Principal and
County, which total is <i>initially</i>	Dollars (\$),
for the payment of which sum Principal and Surety bind themselves	
successors and assigns, jointly and severally, firmly by these presen	its. Said contract (hereinafter referred to as "the Contract")
is for the Tucker Road Improvements Project , and is made a par	t hereof by this reference. The Contract includes the
original agreement as well as all documents attached thereto or mac	
other document modifying, adding to or deleting from said Contrac	t any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. <u>CRP 2189C</u>, F.A. <u>Project No. STPR-F212(001)</u>, between the below-named Contractor and County for the <u>Tucker Road Improvements Project</u>, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety is subject to the provisions contained in Section 1-03.4, "Contract Bond," of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, and such provisions are incorporated by reference. A copy may be viewed at WSDOT's website www.wsdot.wa.gov/Publications/Manuals/.
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
- (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
- (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
- (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

- (5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.
- (6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.
- (7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach <u>currently-dated</u>, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed.

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.

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FOR THE PRINCIPAL:

	By:
By(Signature of Attorney-in-Fact)	By:(Signature of authorized signer for Contractor)
(Type or print name of Attorney-in-Fact)	(Type or print name of signer for Contractor)
(1) p o o principalità de l'altre	
(Type or print telephone number for Attorney-in-Fact)	(Type or print title of signer for Contractor)
(Type or print telephone number for Attorney-in-Fact)	(Type of print title of signer for Confidence)
COUNTY OF	knowledgment for contractor lic in and for the State of, duly commissioned and sworn, n described in and who executed the foregoing bond, and acknowledged to me ary act and deed of the Contractor so identified in the foregoing bond for the
that signed and sealed said bond as the free and volunta uses and purposes therein mentioned, and on oath stated that WITNESS my hand and official seal hereto affixed the day and y	is authorized to execute said bond for the Contractor named therein.
	AN AUD
	AN AND AND AND AND AND AND AND AND AND A
(Signature of Notary Public) (Print Notary Public in and for the State of res:	t or type name of Notary Public) iding at
(Signature of Notary Public) (Print Notary Public in and for the State of res:	t or type name of Notary Public) iding at
(Signature of Notary Public) (Print Notary Public in and for the State of res My commission expires	t or type name of Notary Public) iding at
(Signature of Notary Public) (Print Notary Public in and for the State of res. My commission expires) STATE OF) SS: AC	t or type name of Notary Public) iding at SEAL →
(Signature of Notary Public) (Print Notary Public in and for the State of res: My commission expires	SEAL → KNOWLEDGMENT FOR SURETY ublic in and for the State of, duly commissioned and sworn, an-Fact for the Surety that executed the foregoing bond, and acknowledged said he uses and purposes therein mentioned, and on oath stated that is the seal affixed on said bond or the annexed Power of Attorney is the corporate
(Signature of Notary Public) Notary Public in and for the State of res: My commission expires	SEAL → KNOWLEDGMENT FOR SURETY ublic in and for the State of, duly commissioned and sworn, n-Fact for the Surety that executed the foregoing bond, and acknowledged said ne uses and purposes therein mentioned, and on oath stated that is the seal affixed on said bond or the annexed Power of Attorney is the corporate ffixed the day and year in this certificate first above written.
(Signature of Notary Public) Notary Public in and for the State of res. My commission expires	SEAL → KNOWLEDGMENT FOR SURETY ublic in and for the State of, duly commissioned and sworn, an-Fact for the Surety that executed the foregoing bond, and acknowledged said he uses and purposes therein mentioned, and on oath stated that is the seal affixed on said bond or the annexed Power of Attorney is the corporate

POWER EQUIPMENT LIST

The undersigned furthermore certifies that he/she is thoroughly aware that time is of the essence for the completion of this contract within the time specified in the special provisions, and hereby agrees to provide the Engineer a list of his power equipment to be used on this project.

This equipment list will be used in computing any Force Account that may be performed within this contract.

The Contractor must complete this form in its entirety.

POWER EQUIPMENT

Type of Equipment	Make	Model Number	Serial Number	* Capacity	Year Built
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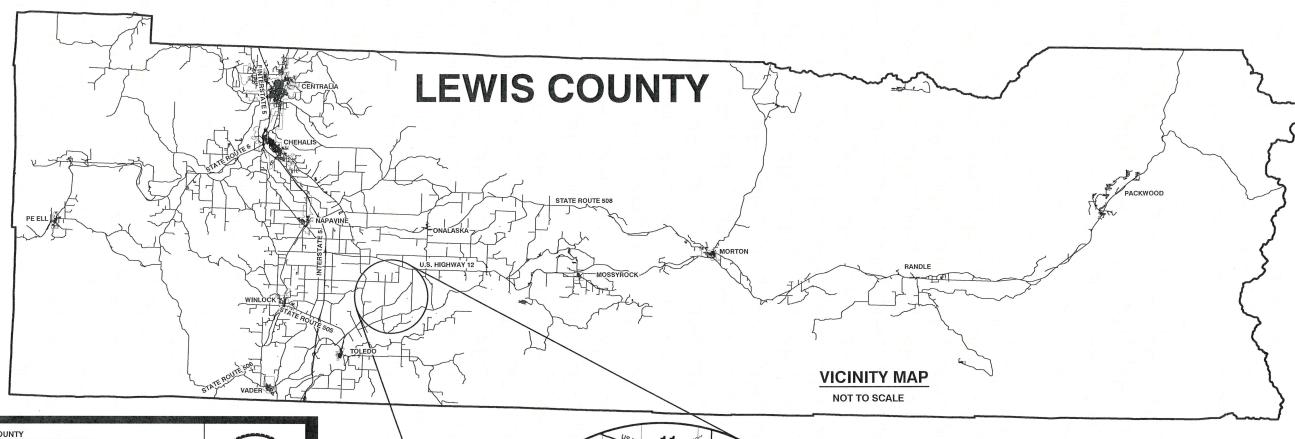
APPENDIX E

TRAFFIC CONTROL PLANS
CONTRACT PLANS

TUCKER ROAD IMPROVEMENTS

COUNTY ROAD PROJECT NO: 2189C F.A. PROJECT STPR-F212(001)

F.A. CONTRACT NO. TA-6968



LEWIS COUNTY DEPARTMENT OF PUBLIC WORKS APPROVED FOR CONSTRUCTION:



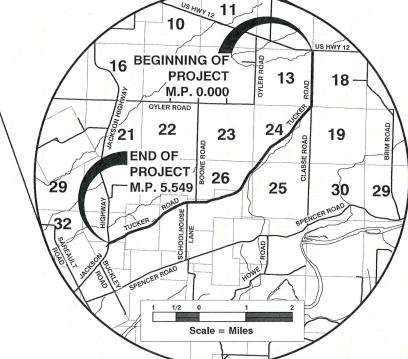


COMMISSIONERS:

EDNA J. FUND, DISTRICT 1 ROBERT C. JACKSON, DISTRICT 2 GARY STAMPER, DISTRICT 3



ENGINEERING-**DESIGN SECTION**



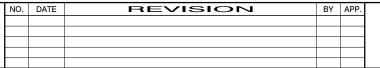
	SHEET INDEX
NO.	DESCRIPTION
777	
1	VICINITY MAP AND SHEET INDEX
2	SUMMARY OF QUANTITIES
3	TUCKER ROAD TYPICAL SECTION
4	PAVEMENT REPAIR EXCAVATION TYPICAL SECTION, PLANING BITUMINOUS BUTT JOINT DETAIL, PAVEMENT REPAIR
	EXCAVATION TABLE
5	CONSTRUCTION SIGNS CLASS A

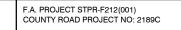
		SUMMARY OF QUANTITIES		
ITEM	STD. ITEM	ITEM	TOTAL	UNIT
NO.	NO.	DESCRIPTION	QUANTITY	
	1	PREPARATION	<u>'</u>	
1	0001	MOBILIZATION	LUMP SUM	LUMP SUM
	•	GRADING		
2	0332	PAVEMENT REPAIR EXCAVATION INCL. HAUL	780	S.Y.
	•	HOT MIX ASPHALT	•	
3	5711	PLANING BITUMINOUS PAVEMENT	25,620	S.Y.
4	5738	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. PG 58H-22	80	TON
5	S.P.	HMA CL. 3/8 IN. PG 58H-22 FIBER REINFORCED	2,630	TON
	•	TRAFFIC	•	
6	6806	PAINT LINE	29,000	L.F.
7	6973	OTHER TEMPORARY TRAFFIC CONTROL	LUMP SUM	LUMP SUM
8	6974	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	LUMP SUM
9	6980	FLAGGERS	360	HOUR
10	6982	CONSTRUCTION SIGNS CLASS A	342.50	S.F.
11	6992	OTHER TRAFFIC CONTROL LABOR	200	HOUR
12	S.P.	PILOT CAR	94	HOUR
		OTHER ITEMS	•	
13	7490	TRIMMING AND CLEANUP	LUMP SUM	LUMP SUM
14	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	DOLLAR
15	7728	MINOR CHANGE	CALC.	DOLLAR
16	7736	SPCC PLAN	LUMP SUM	LUMP SUM



2025 N. E. KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719

NO. DATE DESIGNED BY : CGA DRAWN BY : CGA CHECKED BY: DATE :

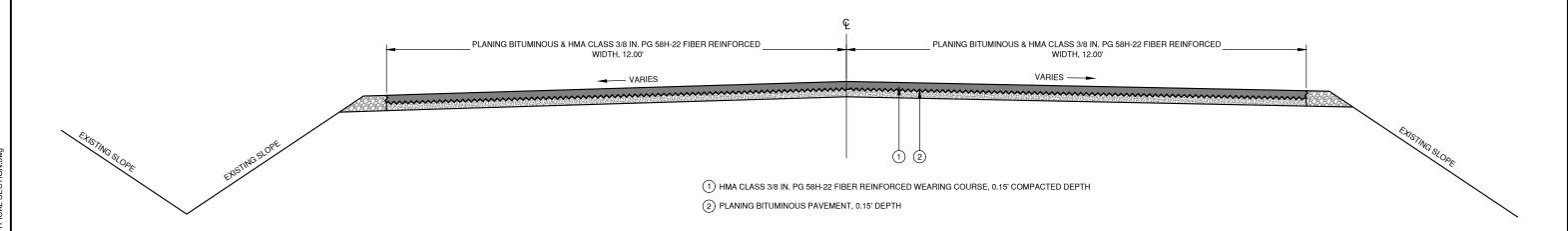




SUMMARY OF QUANTITIES



SHEET



TUCKER ROAD TYPICAL SECTION

NOT TO SCALE

2025 N. E. KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719

SIGNED BY : CGA	NO.	DATE	REVISION	BY	APP.
AWN BY : CGA					
IECKED BY :					
TE:					
IE:					

TUCKER ROAD IMPROVEMENTS

F.A. PROJECT STPR-F212(001) COUNTY ROAD PROJECT NO: 2189C

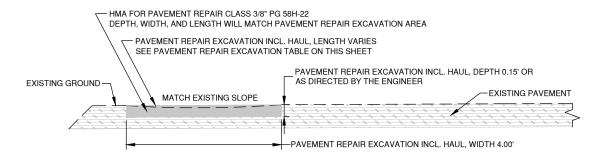
TUCKER ROAD TYPICAL SECTION



SHEET

Donald J. Carney, P.E. Senior Engineer/Design

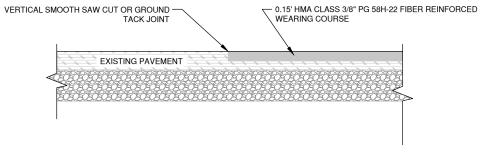




NOTE
ALL PAVEMENT REPAIR EXCAVATION WILL BE MARKED IN THE FIELD BY THE ENGINEER

PAVEMENT REPAIR EXCAVATION TYPICAL SECTION

NOT TO SCALE



PLANING BITUMINOUS BUTT JOINT DETAIL

	APPROXIMATE		\4#E=::	SQUARE	HMA
NUMBER	MILE POST	LENGTH	WIDTH	YARDS	TON
1	3.551	89.00	4.00	39.56	4.05
2	3.534	4.00	4.00	1.78	0.18
3	3.479	249.00	4.00	110.67	11.3
4	3.470	149.00	4.00	66.22	6.79
5	3.446	14.00	4.00	6.22	0.64
6	3.426	63.00	4.00	28.00	2.87
7	3.431	4.00	4.00	1.78	0.18
8	3.385	4.00	4.00	1.78	0.18
9	3.139	4.00	4.00	1.78	0.18
10	2.967	4.00	4.00	1.78	0.18
11	2.952	6.00	4.00	2.67	0.27
12	2.930	55.00	4.00	24.44	2.51
13	2.926	39.00	4.00	17.33	1.78
14	2.650	4.00	4.00	1.78	0.18
15	2.630	38.00	4.00	16.89	1.73
16	2.479	4.00	4.00	1.78	0.18
17	2.468	4.00	4.00	1.78	0.18
18	2.461	4.00	4.00	1.78	0.18
19	2.390	12.00	4.00	5.33	0.55
20	2.351	25.00	4.00	11.11	1.14
21	2.350	10.00	4.00	4.44	0.46
22	2.311	55.00	4.00	24.44	2.51
23	2.262	158.00	4.00	70.22	7.20
24	2.244	24.00	4.00	10.67	1.09
25	1.882	11.00	4.00	4.89	0.50
26	1.767	5.00	4.00	2.22	0.23
27	1.751	4.00	4.00	1.78	0.18
28	1.729	59.00	4.00	26.22	2.69
29	1.705	47.00	4.00	20.89	2.14
30	1.632	7.00	4.00	3.11	0.32
31	1.490	4.00	4.00	1.78	0.32
32	1.482	50.00	4.00	22.22	2.28
33	1.053	4.00	4.00	1.78	0.18
34	0.964	5.00	4.00	2.22	0.10
35	0.923	9.00	4.00	4.00	0.23
36	0.923	6.00	4.00	2.67	0.41
37	0.880	9.00	4.00	4.00	0.27
38	0.775	4.00	4.00	1.78	0.41
39	0.752	53.00	4.00	23.56	2.41
40	0.690	6.00	4.00	2.67	0.27
41	0.690	36.00	4.00	16.00	1.64
42	0.643	12.00	4.00	5.33	0.55
	0.563		-		1.59
43		35.00	4.00	15.56	
44 45	0.538	5.00 56.00	4.00	2.22	0.23 2.55
	0.498		4.00	24.89	
46	0.431	4.00	4.00	1.78	0.18
47	0.420	4.00	4.00	1.78	0.18
48	0.394	19.00	4.00	8.44	0.87
49	0.385	10.00	4.00	4.44	0.46
50	0.328	127.00	4.00	56.44	5.79
51	0.302	61.00	4.00	27.11	2.78
52	0.198	12.00	4.00	5.33	0.55
53	0.167	38.00	4.00	16.89	1.73
54	0.144	10.00	4.00	4.44	0.46
55	0.144	10.00	4.00	4.44	0.46
			TOTAL	775.11 S.Y.	79.45 T



2025 N. E. KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719

DESIGNED BY : CGA DRAWN BY : CGA CHECKED BY : DATE:

NO. DATE REVISION BY APP.

F.A. PROJECT STPR-F212(001) COUNTY ROAD PROJECT NO: 2189C

> PAVEMENT REPAIR EXCAVATION TYPICAL SECTION PLANING BITUMINOUS BUTT JOINT PAVEMENT REPAIR EXCAVATION TABLE



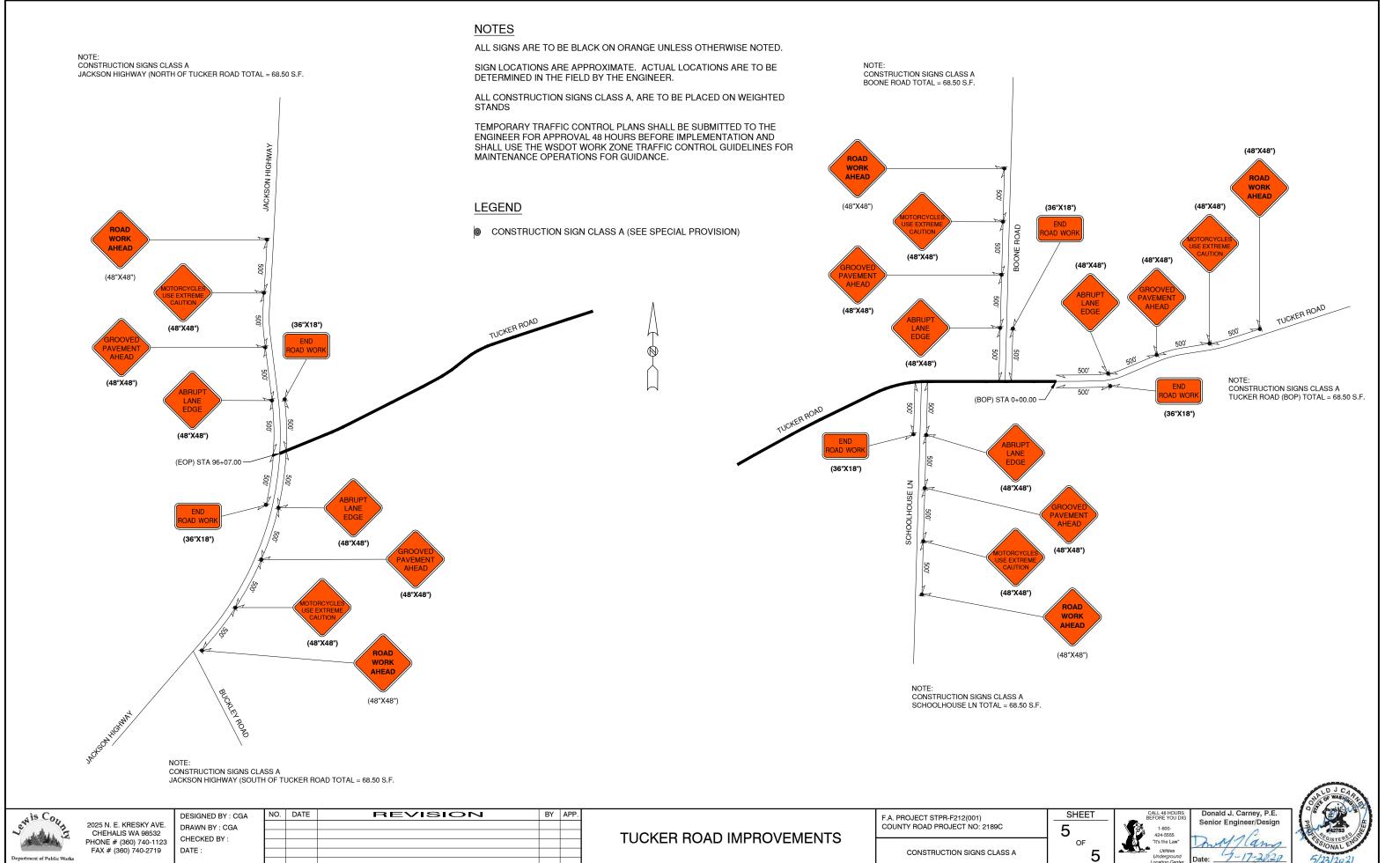


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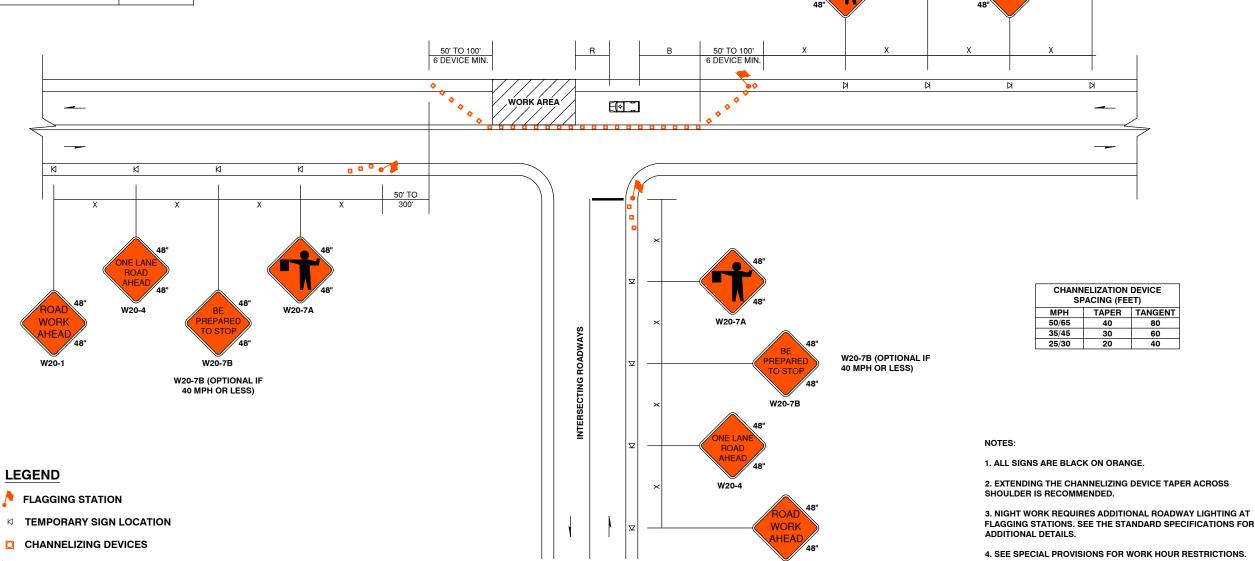






BUFFER DATA										
LO	NGIT	UDI	NAL E	BUFF	ER S	PAC	E = E	3		
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	-
BUFFER VEHICLE ROLL AHEAD DISTANCE = R										
TRANSPORTABLE ATTENUATOR MINUMIN HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION. 30 FEET MIN. 100 FEET MAX.										
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA. NO SPECIFIED DISTANCE REQUIRED										
•										

SIGN SPACING = X (1)					
RURAL HIGHWAYS	60 / 65 MPH	600' +			
RURAL ROADS	45 / 55 MPH	500' +			
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' +			
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' <u>+</u> (2			
URBAN STREETS	25 MPH OR LESS	100' + (2			
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMODATE INTERSECTIONS AND DRIVEWAYS (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.					



ONE-LANE, TWO WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE



2025 N. E. KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719

PROTECTIVE VEHICLE

 DESIGNED BY : DJC
 NO.
 DATE
 REVISION
 BY
 APP.

 DRAWN BY : KLC
 CHECKED BY :
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TUCKER ROAD IMPROVEMENTS
PROJECT

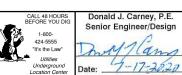
F.A. PROJECT STPR-F212(001)
COUNTY ROAD PROJECT NO: 2189C

TRAFFIC CONTROL PLAN (TC-1)

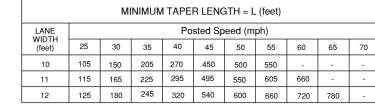
SHEET

OF

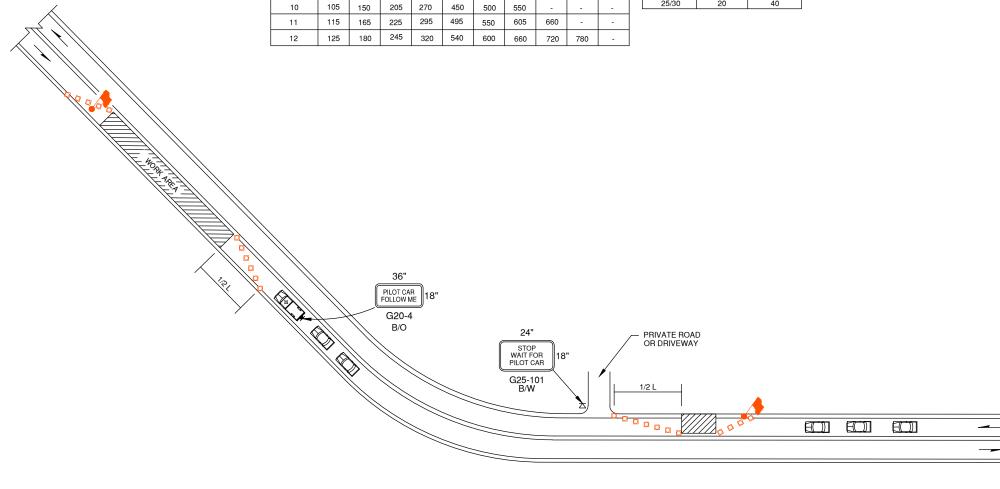
W20-7B (OPTIONAL IF 40 MPH OR LESS) W20-7B







CHANNELIZATION DEVICE SPACING (feet)						
MPH	TAPER TANGENT					
50/65	40	80				
35/45	30	60				
25/30 20 40						



LEGEND



FLAGGING STATION

TEMPORARY SIGN LOCATION

CHANNELIZING DEVICES

PILOT VEHICLE

MOTORIST VEHICLE

PILOT CAR OPERATION

NOTES:

- 1. REFER TO SHEET TC1 FOR ADDITIONAL SIGNING AND FLAGGING DETAILS NOT SHOWN.
- 2. CHANNELIZING DEVICES ARE RECOMMENDED ALONG CENTERLINE TO SEPARATE TRAFFIC FROM WORK OPERATION. DEVICES ARE REQUIRED AT TAPERS TO SHIFT TRAFFIC MOVEMENT BETWEEN LANES AND TO PROTECT FLAGGING STATIONS.
- 3. SIGN G25-101 IS REQUIRED FOR NON-STOP SIGN CONTROLLED APPROACHES SUCH AS PRIVATE ROADS AND DRIVEWAYS. THIS SIGN IS NOT REQUIRED TO BE ALUMINUM SUBSTRATE AND CAN BE MADE OF ALTERNATIVE MATERIALS.



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TUCKER ROAD IMPROVEMENTS

F.A. PROJECT STPR-F212(001) COUNTY ROAD PROJECT NO: 2189C

TRAFFIC CONTROL PLAN (TC-2)

SHEET



