Contract Provisions and Plans

For Construction of:

LOWER FINNEY CREEK BRIDGE
REPAIRS PROJECT #ES40089-3

Federal Aid #BHS-W290(001)

SKAGIT COUNTY PUBLIC WORKS
Lower Finney Creek Bridge Repairs Project
Skagit County Project #ES40089-3
Federal Aid #BHS-W290(001)

This contract provides for the improvement of Lower Finney Creek Bridge #40089 by scarifying the concrete bridge deck, preparing and repairing bridge deck surface, modifying expansion joints, furnishing, placing, finishing and curing a 2 inch modified concrete overlay, repaving asphalt approaches, traffic control, minor paint repair and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the 2016 Standard Specifications.

Schedule: All work is to be completed within 30 working days from Notice to Proceed.
Measurement and Payment: Each item will be per the bid proposal.
Project Location: South Skagit Highway – 3.4 miles Southwest of Concrete, WA.
LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT

Skagit County Project #ES40089-3
Federal Aid #BHS-W290(001)

SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS
MOUNT VERNON, WASHINGTON 98273-5625

NOTICE TO ALL PLAN HOLDERS

Copies of the Plans and specifications are available at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington 98273-5625. Telephone: (360) 416-1400. You may receive the bid information electronically; copies of the plans and specifications are available at: http://www.skagitcounty.net/rfp.

APPROVED:

[Signature]
Paul A. Randall-Grutter, P.E.
County Engineer

MAPS, PLANS, AND SPECIFICATIONS APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

[Signature]
Kenneth A. Dahistedt, Commissioner

[Signature]
Lisa Janicki, Commissioner
LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT

Skagit County Project #ES40089-3
Federal Aid #BHS-W290(001)

CERTIFICATION

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

Division 1

Engineer of Record
LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT

Skagit County Project #ES40089-3
Federal Aid #BHS-W290(001)

CERTIFICATION

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

Division 2 - 9

Engineer of Record

[Signature]

2/21/17
NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY that sealed bids will be received and publicly opened in the Commissioners’ Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on Wednesday, July 5, 2017, at the hour of 10:00 a.m., or as soon thereafter as possible, for the following construction work:

PROJECT DESCRIPTION: LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT #ES40089-3, FEDERAL AID #BHS-W290(001)

This contract provides for the improvement of Lower Finney Creek Bridge #40089 by scarifying the concrete bridge deck, preparing and repairing bridge deck surface, modifying expansion joints, furnishing, placing, finishing and curing a 2 inch modified concrete overlay, repaving asphalt approaches, traffic control, minor paint repair and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the 2016 Standard Specifications.

The time limit for physical completion of work is a total of 30 WORKING DAYS. The Engineer’s Estimate Range is $221,892 - $256,927.

The Contractor is alerted that this is a Federal funded project. The Disadvantage Business Enterprise (DBE) mandatory goal of nine percent (9%) has been established for this project. Certification is required.

Contractor and all subcontractors shall have a contractor’s license to work in the State of Washington.

Information, copies of maps, plans, specifications, and addenda for this project will be available on-line beginning June 15, 2017, at http://www.skagitcounty.net/rfp or obtained at Skagit County Public Works Department, 1800 Continental Place, Mount Vernon, Washington; (360) 416-1400. Contractors who download plans and specifications are advised to e-mail pw@co.skagit.wa.us to be added to the plan holders list to receive any addenda that may be issued.

All technical questions regarding this project are to be submitted no later than 11:00 a.m., Friday, June 23, 2017 in writing to Jennifer Swanson, Project Manager, or by e-mail to jennifers@co.skagit.wa.us with the subject line reading, “Lower Finney Creek Bridge Repairs Project”. All project specific questions and response to answers for this project will be available on-line as received. All Addenda will be posted on-line for this Federal Aid Project by 4:30 p.m. on Monday, June 26, 2017. If further Addenda are required to be issued, the bid opening will be postponed.

All bid envelopes must be plainly marked on the outside, “Sealed Bid for Lower Finney Creek Bridge Repairs Project”. Sealed bids shall be received by one of the following delivery methods before Wednesday, July 5, 2017, at the hour of 10:00 a.m. Proposals are to be submitted on the forms provided in the Bid Proposal Packet. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted. All bidding shall be based upon compliance with the Contract Provisions and Plans.

1. Hand delivered: Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

2. Via mail: Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

BID GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier’s check payable to the order of Skagit County for a sum not less than five percent (5%) of the total amount of the bid. A Contract Bond covering performance and payment will be
required with the contract. Federal Davis-Bacon Wage Rates and Washington State Prevailing Wage Rates apply to this contract and bidders are advised to consider this charge when tabulating bids. The higher rate applicable category shall be paid.

Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding sixty (60) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

Skagit County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Liaison, Keith M. Elefson, P.E., at (360) 416-1400.

The Board of Skagit County Commissioners reserves the right to reject any or all bids.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this ___________ day of June, 2017.

________________________
Clerk of the Board

Published: Skagit Valley Herald – June 15, June 22, June 29, 2017
## CONTENTS

1. **INTRODUCTION**
   - AMENDMENTS TO THE STANDARD SPECIFICATIONS

2. **Section 1-01, Definitions and Terms**
   - 1

3. **Section 1-02, Bid Procedures and Conditions**
   - 1

4. **Section 1-04, Scope of the Work**
   - 2

5. **Section 1-06, Control of Material**
   - 2

6. **Section 1-07, Legal Relations and Responsibilities to the Public**
   - 4

7. **Section 1-08, Prosecution and Progress**
   - 6

8. **Section 1-09, Measurement and Payment**
   - 7

9. **Section 1-10, Temporary Traffic Control**
   - 7

10. **Section 2-03, Roadway Excavation and Embankment**
    - 8

11. **Section 5-01, Cement Concrete Pavement Rehabilitation**
    - 8

12. **Section 5-02, Bituminous Surface Treatment**
    - 11

13. **Section 5-04, Hot Mix Asphalt**
    - 11

14. **Section 5-05, Cement Concrete Pavement**
    - 46

15. **Section 6-02, Concrete Structures**
    - 48

16. **Section 6-05, Piling**
    - 57

17. **Section 6-07, Painting**
    - 58

18. **Section 6-09, Modified Concrete Overlays**
    - 58

19. **Section 6-10, Concrete Barrier**
    - 59

20. **Section 6-14, Geosynthetic Retaining Walls**
    - 60

21. **Section 6-19, Shafts**
    - 60

22. **Section 7-02, Culverts**
    - 69

23. **Section 8-01, Erosion Control and Water Pollution Control**
    - 73

24. **Section 8-10, Guide Posts**
    - 74

25. **Section 8-11, Guardrail**
    - 74

26. **Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical**
    - 74

27. **Section 8-22, Pavement Marking**
    - 76

28. **Section 9-03, Aggregates**
    - 77

---

LOWER FINNEY CREEK BRIDGE REPAIRS
PROJECT NO. ES40089-3
FEDERAL AID NO. BHS-W290(001)
JUNE, 2017
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-04</td>
<td>Joint and Crack Sealing Materials</td>
<td>80</td>
</tr>
<tr>
<td>9-07</td>
<td>Reinforcing Steel</td>
<td>81</td>
</tr>
<tr>
<td>9-10</td>
<td>Piling</td>
<td>82</td>
</tr>
<tr>
<td>9-35</td>
<td>Temporary Traffic Control Materials</td>
<td>82</td>
</tr>
<tr>
<td>9-36</td>
<td></td>
<td>83</td>
</tr>
</tbody>
</table>

**SPECIAL PROVISIONS**

**DIVISION 1**

**GENERAL REQUIREMENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>DESCRIPTION OF WORK</td>
<td>84</td>
</tr>
<tr>
<td>9</td>
<td>Description</td>
<td>84</td>
</tr>
<tr>
<td>10</td>
<td>Definitions</td>
<td>84</td>
</tr>
<tr>
<td>11</td>
<td>BID PROCEDURES AND CONDITIONS</td>
<td>86</td>
</tr>
<tr>
<td>12</td>
<td>Prequalification of Bidders</td>
<td>86</td>
</tr>
<tr>
<td>13</td>
<td>Plans and Specifications</td>
<td>86</td>
</tr>
<tr>
<td>14</td>
<td>Proposal Forms</td>
<td>87</td>
</tr>
<tr>
<td>15</td>
<td>Preparation of Proposal</td>
<td>87</td>
</tr>
<tr>
<td>16</td>
<td>Recycled Materials Proposal</td>
<td>87</td>
</tr>
<tr>
<td>17</td>
<td>Bid Deposit</td>
<td>88</td>
</tr>
<tr>
<td>18</td>
<td>Delivery of Proposal</td>
<td>88</td>
</tr>
<tr>
<td>19</td>
<td>Withdrawing, Revising, or Supplementing Proposal</td>
<td>89</td>
</tr>
<tr>
<td>20</td>
<td>Public Opening Of Proposal</td>
<td>89</td>
</tr>
<tr>
<td>21</td>
<td>Irregular Proposals</td>
<td>89</td>
</tr>
<tr>
<td>22</td>
<td>Disqualification of Bidders</td>
<td>90</td>
</tr>
<tr>
<td>23</td>
<td>Pre Award Information</td>
<td>93</td>
</tr>
<tr>
<td>24</td>
<td>AWARD AND EXECUTION OF CONTRACT</td>
<td>94</td>
</tr>
<tr>
<td>25</td>
<td>Identical Bid Totals</td>
<td>94</td>
</tr>
<tr>
<td>26</td>
<td>Contract Bond</td>
<td>94</td>
</tr>
<tr>
<td>27</td>
<td>Judicial Review</td>
<td>95</td>
</tr>
<tr>
<td>28</td>
<td>SCOPE OF THE WORK</td>
<td>95</td>
</tr>
<tr>
<td>29</td>
<td>Coordination of Contract Documents, Plans, Special Provisions,</td>
<td>95</td>
</tr>
<tr>
<td>30</td>
<td>CONTROL OF WORK</td>
<td>96</td>
</tr>
<tr>
<td>31</td>
<td>Final Inspection</td>
<td>96</td>
</tr>
<tr>
<td>32</td>
<td>Superintendents, Labor and Equipment of Contractor</td>
<td>97</td>
</tr>
<tr>
<td>33</td>
<td>Method of Serving Notices</td>
<td>98</td>
</tr>
<tr>
<td>34</td>
<td>Water and Power</td>
<td>98</td>
</tr>
<tr>
<td>PAGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CONTROL OF MATERIAL</td>
<td>98</td>
</tr>
<tr>
<td>2</td>
<td>Buy America</td>
<td>98</td>
</tr>
<tr>
<td>3</td>
<td>Recycled Materials</td>
<td>99</td>
</tr>
<tr>
<td>4</td>
<td>LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC</td>
<td>100</td>
</tr>
<tr>
<td>5</td>
<td>Laws to be Observed</td>
<td>100</td>
</tr>
<tr>
<td>6</td>
<td>State Sales Tax</td>
<td>100</td>
</tr>
<tr>
<td>7</td>
<td>Environmental Regulations</td>
<td>102</td>
</tr>
<tr>
<td>8</td>
<td>Environmental Commitments</td>
<td>102</td>
</tr>
<tr>
<td>9</td>
<td>Permits And Licenses</td>
<td>102</td>
</tr>
<tr>
<td>10</td>
<td>Load Limits</td>
<td>102</td>
</tr>
<tr>
<td>11</td>
<td>Wages</td>
<td>102</td>
</tr>
<tr>
<td>12</td>
<td>General</td>
<td>102</td>
</tr>
<tr>
<td>13</td>
<td>Requirements For Nondiscrimination</td>
<td>103</td>
</tr>
<tr>
<td>14</td>
<td>Disadvantaged Business Enterprise Condition of Award Participation</td>
<td>110</td>
</tr>
<tr>
<td>15</td>
<td>Voluntary Minority, Small, Veteran and Women’s Business Enterprise (MSVWBE) Participation</td>
<td>124</td>
</tr>
<tr>
<td>16</td>
<td>Federal Agency Inspection</td>
<td>126</td>
</tr>
<tr>
<td>17</td>
<td>Required Federal Aid Provisions</td>
<td>126</td>
</tr>
<tr>
<td>18</td>
<td>Contractor’s Responsibility for Work</td>
<td>126</td>
</tr>
<tr>
<td>19</td>
<td>Repair of Damage</td>
<td>126</td>
</tr>
<tr>
<td>20</td>
<td>Utilities and Similar Facilities</td>
<td>126</td>
</tr>
<tr>
<td>21</td>
<td>Public Liability and Property Damage Insurance</td>
<td>127</td>
</tr>
<tr>
<td>22</td>
<td>Public Convenience and Safety</td>
<td>130</td>
</tr>
<tr>
<td>23</td>
<td>Protection of the Public</td>
<td>130</td>
</tr>
<tr>
<td>24</td>
<td>Construction Under Traffic</td>
<td>130</td>
</tr>
<tr>
<td>25</td>
<td>Work Zone Clear Zone</td>
<td>130</td>
</tr>
<tr>
<td>26</td>
<td>Rights of Way</td>
<td>131</td>
</tr>
<tr>
<td>27</td>
<td>Prosecution and Progress</td>
<td>132</td>
</tr>
<tr>
<td>28</td>
<td>Preliminary Matters</td>
<td>132</td>
</tr>
<tr>
<td>29</td>
<td>Preconstruction Conference</td>
<td>132</td>
</tr>
<tr>
<td>30</td>
<td>Hours of Work</td>
<td>133</td>
</tr>
<tr>
<td>31</td>
<td>Subcontracting</td>
<td>133</td>
</tr>
<tr>
<td>32</td>
<td>Progress Schedule</td>
<td>134</td>
</tr>
<tr>
<td>33</td>
<td>Type B Progress Schedule</td>
<td>134</td>
</tr>
</tbody>
</table>
# DIVISION 6
## STRUCTURES

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONCRETE STRUCTURES</td>
<td>144</td>
</tr>
<tr>
<td>Construction Requirements</td>
<td>144</td>
</tr>
<tr>
<td>Expansion Joints</td>
<td>144</td>
</tr>
<tr>
<td>PAINTING</td>
<td>145</td>
</tr>
<tr>
<td>Description</td>
<td>145</td>
</tr>
<tr>
<td>Construction Requirements</td>
<td>145</td>
</tr>
<tr>
<td>Measurement</td>
<td>145</td>
</tr>
<tr>
<td>Hydro-Demolition Machines</td>
<td>145</td>
</tr>
<tr>
<td>MODIFIED CONCRETE OVERLAYS</td>
<td>146</td>
</tr>
<tr>
<td>Construction Requirements</td>
<td>146</td>
</tr>
<tr>
<td>Equipment</td>
<td>146</td>
</tr>
<tr>
<td>Hydro-Demolition Machines</td>
<td>146</td>
</tr>
<tr>
<td>Concrete Overlay Mixes</td>
<td>146</td>
</tr>
<tr>
<td>Scarifying Concrete Surface</td>
<td>147</td>
</tr>
<tr>
<td>Hydro-Definnmolishing</td>
<td>147</td>
</tr>
<tr>
<td>Establishing Finish Overlay Profile</td>
<td>147</td>
</tr>
<tr>
<td>Hydro-Demolition Machines</td>
<td>147</td>
</tr>
</tbody>
</table>

# DIVISION 8
## MISCELLANEOUS CONSTRUCTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Pavement Markings</td>
<td>148</td>
</tr>
<tr>
<td>Measurement</td>
<td>148</td>
</tr>
<tr>
<td>APPENDICES</td>
<td>149</td>
</tr>
<tr>
<td>STANDARD PLANS</td>
<td>150</td>
</tr>
</tbody>
</table>
INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

Section 1-01, Definitions and Terms
August 1, 2016

1-01.3 Definitions
The following new term and definition is inserted after the eighth paragraph:

Cold Weather Protection Period – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

Section 1-02, Bid Procedures and Conditions
June 1, 2017

1-02.4(1) General
The first sentence of the last paragraph is revised to read:

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

1-02.6 Preparation of Proposal
In this section, “Disadvantaged Business Enterprise” is revised to read “Underutilized Disadvantaged Business Enterprise”, and “DBE” is revised to read “UDBE”.

1-02.9 Delivery of Proposal
The last sentence of the third paragraph is revised to read:

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

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 Proposals
This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.13 Irregular Proposals
In this section, "Disadvantaged Business Enterprise" is revised to read “Underutilized Disadvantaged Business Enterprise”, and “DBE” is revised to read “UDBE”.

Section 1-04, Scope of the Work
June 1, 2017

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

1-04.3 Reference Information
This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

1-04.4(2)A General
Item number 4 in the third paragraph is revised to read:

4. Provide substitution for deleted or reduced Condition of Award Work, Apprentice Utilization and Training.

Section 1-06, Control of Material
January 4, 2016

This section is supplemented with the following new section and subsections:
1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

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

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:

   a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.

   b. The estimated costs for the Work for each material without recycled concrete aggregate.
The Contractor’s cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

Section 1-07, Legal Relations and Responsibilities to the Public
January 3, 2017

1-07.1 Laws to be Observed
In the second to last sentence of the third paragraph, “WSDOT” is revised to read “Contracting Agency”.

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax
The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.3(1) Forest Fire Prevention
This section is supplemented with the following new subsections:

1-07.3(1)A Fire Prevention Control and Countermeasures Plan
The Contractor shall prepare and implement a project-specific fire prevention, control, and countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall submit a Type 2 Working Drawing no later than the date of the preconstruction conference.

1-07.3(1)A1 FPCC Plan Implementation Requirements
The Contractor’s FPCC Plan shall be fully implemented at all times. The Contractor shall update the FPCC Plan throughout project construction so that the plan reflects actual site conditions and practices. The Contractor shall update the FPCC Plan at least annually and maintain a copy of the updated FPCC Plan that is available for inspection on the project site. Revisions to the FPCC Plan and the Industrial Fire Precaution Level (IFPL) shall be discussed at the weekly project safety meetings.

1-07.3(1)A2 FPCC Plan Element Requirements
The FPCC Plan shall include the following:

1. The names, titles, and contact information for the personnel responsible for implementing and updating the plan.
2. The names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a fire.
3. All potential fire causing activities such as welding, cutting of metal, blasting, fueling operations, etc.
4. The location of fire extinguishers, water, shovels, and other firefighting equipment.
5. The response procedures the Contractor shall follow in the event of a fire.
Most of Washington State is covered under the IFPL system which, by law, is managed by the Department of Natural Resources (DNR). It is the Contractor’s responsibility to be familiar with the DNR requirements and to verify whether or not IFPL applies to the specific project.

If the Contractor wishes to continue a work activity that is prohibited under an industrial fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the Engineer prior to continuation of work on the project.

If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be eligible for an unworkable day in accordance with Section 1-08.5.

The Contractor shall comply with the requirements of these provisions at no additional cost to the Contracting Agency.

1-07.8 High-Visibility Apparel

The last paragraph is revised to read:

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

1-07.8(1) Traffic Control Personnel

In this section, references to “ANSI/ISEA 107-2004” are revised to read “ANSI/ISEA 107”.

1-07.8(2) Non-Traffic Control Personnel

In this section, the reference to “ANSI/ISEA 107-2004” is revised to read “ANSI/ISEA 107”.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:


Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – Employee Rights and Responsibilities Under The Family And Medical Leave Act published by US Department of Labor. Post on all projects.

6. WHD 1462 (revised 01/16) – Employee Polygraph Protection Act published by US Department of Labor. Post on all projects.

Items 9 and 10 are revised to read:


1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The second sentence of the first paragraph is deleted.

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

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. Potential Spill Sources – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

Section 1-08, Prosecution and Progress

June 1, 2017

1-08.1 Subcontracting

The sixth and seventh paragraphs are revised to read:

On all projects, the Contractor shall certify to the actual 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.

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the
Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency’s copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld
In item number 5 of the first paragraph, “WSDOT” is revised to read “Contracting Agency”.

The last sentence in item number 11 of the first paragraph is revised to read:

The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor’s Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor’s retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

1-08.5 Time for Completion
In item 2c of the last paragraph, “Quarterly Reports” is revised to read “Monthly Reports”.

Section 1-09, Measurement and Payment
April 4, 2016

1-09.6 Force Account
The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

Section 1-10, Temporary Traffic Control
January 3, 2017

1-10.1(2) Description
The first paragraph is revised to read:

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, “Project Engineer” is revised to read “Engineer”.

The following new paragraph is inserted after the third paragraph:
The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.

1-10.3(2)C Lane Closure Setup/Takedown

The following new paragraph is inserted before the last paragraph:

Channelization devices shall not be moved by traffic control personnel across an open lane of traffic. If an existing setup or staging of traffic control devices require crossing an open lane of traffic, the traffic control devices shall be taken down completely and then set up in the new configuration.

Section 2-03, Roadway Excavation and Embankment
August 1, 2016

2-03.3(7)C Contractor-Provided Disposal Site

The second paragraph is revised to read:

The Contractor shall acquire all permits and approvals required for the use of the disposal sites before any waste is hauled off the project. The Contractor shall submit a Type 1 Working Drawing consisting of copies of the permits and approvals for any disposal sites to be used. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The third paragraph is deleted.

Section 5-01, Cement Concrete Pavement Rehabilitation
January 3, 2017

In this section, “portland cement” is revised to read “cement”.

5-01.2 Materials
In the first paragraph, the following item is inserted after the item “Joint Sealants”:

Closed Cell Foam Backer Rod 9-04.2(3)A

5-01.3(1)A Concrete Mix Designs
This section, including title, is revised to read:

5-01.3(1)A Mix Designs
The Contractor shall use either concrete patching materials or cement concrete for the rehabilitation of cement concrete pavement. Concrete patching materials shall be used for spall repair and dowel bar retrofitting and cement concrete shall be used for concrete panel replacement.

5-01.3(1)A1 Concrete Patching Materials
Item number 1 is revised to read:
1. **Materials** – The prepackaged concrete patching material and the aggregate extender shall conform to Section 9-20.

**5-01.3(1)A2 Portland Cement Concrete**

This section, including title, is revised to read:

**5-01.3(1)A2 Cement Concrete for Panel Replacement**

Cement concrete for panel replacement shall meet the requirements of Sections 5-05.3(1) and 5-05.3(2) and be air entrained with a design air content of 5.5 percent. Cement concrete for panel replacement may use rapid hardening hydraulic cement meeting the requirements of Section 9-01.2(2). Rapid hardening hydraulic cement will be considered a cementitious material for the purpose of calculating the water/cementitious materials ratio and the minimum cementitious materials requirement.

**5-01.3(1)B Equipment**

This section’s title is revised to read:

**Equipment for Panel Replacement**

**5-01.3(2)B Portland Cement Concrete**

This section’s title is revised to read:

**Cement Concrete for Panel Replacement**

This section is supplemented with the following new subsection:

**5-01.3(2)B1 Conformance to Mix Design**

Acceptance of cement concrete pavement for panel replacement shall be in accordance with Section 5-01.3(2)B. The cement, coarse, and fine aggregate weights shall be within the tolerances of the mix design in accordance with Section 5-05.3(1).

**5-01.3(2)B1 Rejection of Concrete**

This section is renumbered as follows:

**5-01.3(2)B2 Rejection of Concrete**

**5-01.3(4) Replace Portland Cement Concrete Panel**

This section’s title is revised to read:

**Replace Cement Concrete Panel**

**5-01.3(8) Sealing Existing Transverse and Longitudinal Joints**

This section’s title is revised to read:

**Sealing Existing Longitudinal and Transverse Joint**

The first paragraph is revised to read:

The Contractor shall clean and seal existing longitudinal and transverse joints where shown in the Plans or as marked by the Engineer.
The first sentence of the second paragraph is revised to read:

Old sealant and incompressible material shall be completely removed from the joint to the depth of the new reservoir with a diamond blade saw in accordance with the detail shown in the Standard Plans.

The fifth paragraph is revised to read:

Immediately prior to sealing, the cracks shall be blown clean with dry oil-free compressed air. If shown in the Plans, a backer rod shall be placed at the base of the sawn reservoir. The joints shall be completely dry before the sealing installation may begin. Immediately following the air blowing and backer rod placement, if required, the sealant material shall be installed in conformance to manufacturer’s recommendations and in accordance with Section 5-05.3(8)B.

5-01.3(9) Portland Cement Concrete Pavement Grinding

This section’s title is revised to read:

Cement Concrete Pavement Grinding

5-01.3(11) Concrete Slurry and Grinding Residue

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

Slurry shall not be allowed to drain into an area open to traffic, off of the paved surface, into any drainage structure, water of the state, or wetlands.

The following new sentence is inserted at the end of the second paragraph:

The Contractor shall submit copies of all disposal tickets to the Engineer within 5 calendar days.

5-01.4 Measurement

The fourth paragraph is revised to read:

Sealing existing longitudinal and transverse joint will be measured by the linear foot, measured along the line of the completed joint.

5-01.5 Payment

The Bid item “Sealing Transverse and Longitudinal Joints”, per linear foot and the paragraph following Bid item are revised to read:

“Sealing Existing Longitudinal and Transverse Joint”, per linear foot.

The unit Contract price per linear foot for “Sealing Existing Longitudinal and Transverse Joint”, shall be full payment for all costs to complete the Work as specified, including removing incompressible material, preparing and sealing existing transverse and longitudinal joints where existing transverse and longitudinal joints are cleaned and for all incidentals required to complete the Work as specified.
Section 5-02, Bituminous Surface Treatment
April 4, 2016

5-02.3(2) Preparation of Roadway Surface
This section is supplemented with the following new subsection:

5-02.3(2)E Crack Sealing
Where shown in the Plans, seal cracks and joints in the pavement in accordance with Section 5-04.3(4)A1 and the following:

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.

Section 5-04, Hot Mix Asphalt
April 3, 2017

This section (and all subsections) is revised to read:

This Section 5-04 is written in a style which, unless otherwise indicated, shall be interpreted as direction to the Contractor.

5-04.1 Description
This Work consists 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. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications.

HMA shall be composed of asphalt binder and mineral materials as required, and may include reclaimed asphalt pavement (RAP) or reclaimed asphalt shingles (RAS), mixed in the proportions specified to provide a homogeneous, stable, and workable mix.

5-04.2 Materials
Provide materials as specified in these sections:

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Binder</td>
<td>9-02.1(4)</td>
</tr>
<tr>
<td>Cationic Emulsified Asphalt</td>
<td>9-02.1(6)</td>
</tr>
<tr>
<td>Anti-Stripping Additive</td>
<td>9-02.4</td>
</tr>
<tr>
<td>Warm Mix Asphalt Additive</td>
<td>9-02.5</td>
</tr>
<tr>
<td>Aggregates</td>
<td>9-03.8</td>
</tr>
<tr>
<td>Reclaimed Asphalt Pavement (RAP)</td>
<td>9-03.8(3)B</td>
</tr>
<tr>
<td>Reclaimed Asphalt Shingles (RAS)</td>
<td>9-03.8(3)B</td>
</tr>
<tr>
<td>Mineral Filler</td>
<td>9-03.8(5)</td>
</tr>
<tr>
<td>Recycled Material</td>
<td>9-03.21</td>
</tr>
<tr>
<td>Joint Sealants</td>
<td>9-04.2</td>
</tr>
<tr>
<td>Closed Cell Foam Backer Rod</td>
<td>9-04.2(3)A</td>
</tr>
</tbody>
</table>

5-04.2(1) How to Get an HMA Mix Design on the QPL
Comply with each of the following:

- Develop the mix design in accordance with WSDOT SOP 732.
• Develop a mix design that complies with Sections 9-03.8(2) and 9-03.8(6).

• Develop a mix design no more than 6 months prior to submitting it for QPL evaluation.

• Submit mix designs to the WSDOT State Materials Laboratory in Tumwater, including WSDOT Form 350-042.

• Include representative samples of the materials that are to be used in the HMA production as part of the mix design submittal.

• Identify the brand, type, and percentage of anti-stripping additive in the mix design submittal.

• Include with the mix design submittal a certification from the asphalt binder supplier that the anti-stripping additive is compatible with the crude source and the formulation of asphalt binder proposed for use in the mix design.

• Do not include warm mix asphalt (WMA) additives when developing a mix design or submitting a mix design for QPL evaluation. The use of warm mix asphalt (WMA) additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

The Contracting Agency’s basis for approving, testing, and evaluating HMA mix designs for approval on the QPL is dependent on the contractual basis for acceptance of the HMA mixture, as shown in Table 1.

<table>
<thead>
<tr>
<th>Contractual Basis for Acceptance of HMA Mixture (see Section 5-04.3(9))</th>
<th>Basis for Contracting Agency Approval of Mix Design for Placement on QPL</th>
<th>Contracting Agency Materials Testing for Evaluation of the Mix Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statistical Evaluation</td>
<td>WSDOT Standard Practice QC-8</td>
<td>The Contracting Agency will test the mix design materials for compliance with Sections 9-03.8(2) and 9-03.8(6).</td>
</tr>
<tr>
<td>Visual Evaluation</td>
<td>Review of Form 350-042 for compliance with Sections 9-03.8(2) and 9-03.8(6)</td>
<td>The Contracting Agency may elect to test the mix design materials, or evaluate in accordance with WSDOT Standard Practice QC-8, at its sole discretion.</td>
</tr>
</tbody>
</table>

If the Contracting Agency approves the mix design, it will be listed on the QPL for 12 consecutive months. The Contracting Agency may extend the 12 month listing provided the Contractor submits a certification letter to the Qualified Products Engineer verifying that the aggregate source and job mix formula (JMF) gradation,
and asphalt binder crude source and formulation have not changed. The Contractor may submit the certification no sooner than three months prior to expiration of the initial 12 month mix design approval. Within 7 calendar days of receipt of the Contractor’s certification, the Contracting Agency will update the QPL. The maximum duration for approval of a mix design and listing on the QPL will be 24 months from the date of initial approval or as approved by the Engineer.

5-04.2(1)A Mix Designs Containing RAP and/or RAS

Mix designs are classified by the RAP and/or RAS content as shown in Table 2.

<table>
<thead>
<tr>
<th>RAP/RAS Classification</th>
<th>RAP/RAS Content¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low RAP/No RAS</td>
<td>0% ≤ RAP% ≤ 20% and RAS% = 0%</td>
</tr>
<tr>
<td>High RAP/Any RAS</td>
<td>20% &lt; RAP% ≤ Maximum Allowable RAP² and/or 0% &lt; RAS% ≤ Maximum Allowable RAS²</td>
</tr>
</tbody>
</table>

¹Percentages in this table are by total weight of HMA
²See Table 4 to determine the limits on the maximum amount RAP and/or RAS.

5-04.2(1)A1 Low RAP/No RAS – Mix Design Submittals for Placement on QPL

For Low RAP/No RAS mix designs, comply with the following additional requirements:

1. Develop the mix design with or without the inclusion of RAP.
2. The asphalt binder grade shall be the grade indicated in the Bid item name or as otherwise required by the Contract.
3. Submit samples of RAP if used in development of the mix design.
4. Testing RAP or RAS stockpiles is not required for obtaining approval for placing these mix designs on the QPL.

5-04.2(1)A2 High RAP/Any RAS - Mix Design Submittals for Placement on QPL

For High RAP/Any RAS mix designs, comply with the following additional requirements:

1. For mix designs with any RAS, test the RAS stockpile (and RAP stockpile if any RAP is in the mix design) in accordance with Table 3.
2. For High RAP mix designs with no RAS, test the RAP stockpile in accordance with Table 3.
3. For mix designs with High RAP/Any RAS, construct a single stockpile for RAP and a single stockpile for RAS and isolate (sequester) these stockpiles from further stockpiling before beginning development of the mix design. Test the RAP and RAS during stockpile construction as required by item 1 and 2 above. Use the test data in developing the mix design, and report the test data to the Contracting Agency on WSDOT Form 350-042 as part of the mix design submittal for approval on the QPL. Account for the reduction in asphalt binder contributed from RAS in accordance with AASHTO PP 78. Do not add to these stockpiles after starting the mix design process.

Table 3

<table>
<thead>
<tr>
<th>Test Frequency</th>
<th>Test for</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1000 tons of RAP (minimum of 10 per mix design) and 1/100 tons of RAS (minimum of 10 per mix design)</td>
<td>Asphalt Binder Content and Sieve Analysis of Fine and Coarse Aggregate</td>
<td>FOP for AASHTO T 308 and FOP for WAQTC T 27/T 11</td>
</tr>
</tbody>
</table>

"tons", in this table, refers to tons of the reclaimed material before being incorporated into HMA.

4. Limit the amount of RAP and/or RAS used in a High RAP/Any RAS mix design by the amount of binder contributed by the RAP and/or RAS, in accordance with Table 4.

Table 4

<table>
<thead>
<tr>
<th>Maximum Amount of RAP and/or RAS in HMA Mixture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Amount of Binder Contributed from:</td>
</tr>
<tr>
<td>RAP</td>
</tr>
<tr>
<td>40%(^1) minus contribution of binder from RAS</td>
</tr>
</tbody>
</table>

\(^1\) Calculated as the weight of asphalt binder contributed from the RAP as a percentage of the total weight of asphalt binder in the mixture.

\(^2\) Calculated as the weight of asphalt binder contributed from the RAS as a percentage of the total weight of asphalt binder in the mixture.

5. Develop the mix design including RAP, RAS, recycling agent, and new binder.

6. Extract, recover, and test the asphalt residue from the RAP and RAS stockpiles to determine the percent of recycling agent and/or grade of new asphalt binder needed to meet but not
exceed the performance grade (PG) of asphalt binder required by the Contract.

a. Perform the asphalt extraction in accordance with AASHTO T 164 or ASTM D 2172 using reagent grade solvent.

b. Perform the asphalt recovery in accordance with AASHTO R 59 or ASTM D 1856.

c. Test the recovered asphalt residue in accordance with AASHTO R 29 to determine the asphalt binder grade in accordance with Section 9-02.1(4).

d. After determining the recovered asphalt binder grade, determine the percent of recycling agent and/or grade of new asphalt binder in accordance with ASTM D 4887.

e. Test the final blend of recycling agent, binder recovered from the RAP and RAS, and new asphalt binder in accordance with AASHTO R 29. The final blended binder shall meet but not exceed the performance grade of asphalt binder required by the Contract and comply with the requirements of Section 9-02.1(4).

7. Include the following test data with the mix design submittal:

a. All test data from RAP and RAS stockpile construction.

b. All data from testing the recovered and blended asphalt binder.

8. Include representative samples of the following with the mix design submittal:

a. RAP and RAS.

b. 150 grams of recovered asphalt residue from the RAP and RAS that are to be used in the HMA production.

5-04.2(1)B Commercial HMA - Mix Design Submittal for Placement on QPL
For HMA used in the Bid item Commercial HMA, in addition to the requirements of 5-04.2(1) identify the following in the submittal:

1. Commercial HMA

2. Class of HMA

3. Performance grade of binder

4. Equivalent Single Axle Load (ESAL)
The Contracting Agency may elect to approve Commercial HMA mix designs without evaluation.

5-04.2(1)C Mix Design Resubmittal for QPL Approval
Develop a new mix design and resubmit for approval on the QPL when any of the following changes occur. When these occur, discontinue using the mix design until after it is reapproved on the QPL.

1. Change in the source of crude petroleum used in the asphalt binder.
2. Changes in the asphalt binder refining process.
3. Changes in additives or modifiers in the asphalt binder.
4. Changes in the anti-strip additive, brand, type or quantity.
5. Changes to the source of material for aggregate.
6. Changes to the job mix formula that exceed the amounts as described in item 2 of Section 9-03.8(7), unless otherwise approved by the Engineer.
7. Changes in the percentage of material from a stockpile, when such changes exceed 5% of the total aggregate weight.
   a. For Low RAP/No RAS mix designs developed without RAP, changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight not including the weight of RAP.
   b. For Low RAP/No RAS mix designs developed with RAP, changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight including the weight of RAP.
   c. For High RAP/Any RAS mix designs, changes in the percentage of material from a stockpile will be based on total aggregate weight including the weight of RAP (and/or RAS when included in the mixture).

Prior to making any change in the amount of RAS in an approved mix design, notify the Engineer for determination of whether a new mix design is required, and obtain the Engineer’s approval prior to implementing such changes.

5-04.2(2) Mix Design – Obtaining Project Approval
Use only mix designs listed on the Qualified Products List (QPL). Submit WSDOT Form 350-041 to the Engineer to request approval to use a mix design from the QPL. Changes to the job mix formula (JMF) that have been approved on other contracts may be included. The Engineer may reject a request to use a mix design if production of HMA using that mix design on any contract is not in compliance with Section 5-04.3(11)D, E, F, and G for mixture or compaction.
5-04.2(2)A Changes to the Job Mix Formula
The approved mix design obtained from the QPL will be considered the starting job mix formula (JMF) and shall be used as the initial basis for acceptance of HMA mixture, as detailed in Section 5-04.3(9).

During production the Contractor may request to adjust the JMF. Any adjustments to the JMF will require approval of the Engineer and shall be made in accordance with item 2 of Section 9-03.8(7). After approval by the Engineer, such adjusted JMF’s shall constitute the basis for acceptance of the HMA mixture.

5-04.2(2)B Using Warm Mix Asphalt Processes
The Contractor may, at the Contractor’s discretion, elect to use warm mix asphalt (WMA) processes for producing HMA. WMA processes include organic additives, chemical additives, and foaming. The use of WMA is subject to the following:

• Do not use WMA processes in the production of High RAP/Any RAS mixtures.
• Before using WMA processes, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed WMA process.

5-04.3 Construction Requirements
5-04.3(1) Weather Limitations
Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year, without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified in Table 5, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

<table>
<thead>
<tr>
<th>Minimum Surface Temperature for Paving</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Compacted Thickness (Feet)</strong></td>
</tr>
<tr>
<td>Less than 0.10</td>
</tr>
<tr>
<td>0.10 to 0.20</td>
</tr>
<tr>
<td>More than 0.20</td>
</tr>
</tbody>
</table>

5-04.3(2) Paving Under Traffic
These requirements apply when the Roadway being paved is open to traffic.

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.

During paving operations, maintain temporary pavement markings throughout the project. Install temporary pavement markings on the Roadway prior to opening to traffic. Temporary pavement markings shall comply with Section 8-23.
5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Equip mixing plants as follows.

1. **Use tanks for storage and preparation of asphalt binder which:**
   
   - Heat the contents by means that do not allow flame to contact the contents or the tank, such as by steam or electricity.
   
   - Heat and hold contents at the required temperatures.
   
   - Continuously circulate contents to provide uniform temperature and consistency during the operating period.
   
   - Provide an asphalt binder sampling valve, in either the storage tank or the supply line to the mixer.

2. **Provide thermometric equipment:**
   
   - In the asphalt binder feed line near the charging valve at the mixer unit, capable of detecting temperature ranges expected in the HMA and in a location convenient and safe for access by Inspectors.
   
   - At the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates, and situated in full view of the plant operator.

3. **When heating asphalt binder:**
   
   - Do not exceed the maximum temperature of the asphalt binder recommended by the asphalt binder supplier.
   
   - Avoid local variations in heating.
   
   - Provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F.

4. **Provide a mechanical sampler for sampling mineral materials that:**
   
   - Meets the crushing or screening requirements of Section 1-05.6.

5. **Provide HMA sampling equipment that complies with WSDOT T168.**
   
   - Use a mechanical sampling device installed between the discharge of the silo and the truck transport, approved by the Engineer, or
• Platforms or devices to enable sampling from the truck transport without entering the truck transport for sampling HMA.

6. Provide for setup and operation of the Contracting Agency’s field testing:

• As required in Section 3-01.2(2).

7. Provide screens or a lump breaker:

• When using any RAP or any RAS, to eliminate oversize RAP or RAS particles from entering the pug mill or drum mixer.

5-04.3(3)B Hauling Equipment
Provide HMA hauling equipment with tight, clean, smooth metal beds and a cover of canvas or other suitable material of sufficient size to protect the HMA from adverse weather. Securely attach the cover to protect the HMA whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F.

Prevent HMA from adhering to the hauling equipment. Spray metal beds with an environmentally benign release agent. Drain excess release agent prior to filling hauling equipment with HMA. Do not use petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA. For hopper trucks, operate the conveyor during the process of applying the release agent.

5-04.3(3)C Pavers
Use self-contained, power-propelled pavers provided with an internally heated vibratory screed that is capable of spreading and finishing courses of HMA in lane widths required by the paving section shown in the Plans.

When requested by the Engineer, provide written certification that the paver is equipped with the most current equipment available from the manufacturer for the prevention of segregation of the coarse aggregate particles. The certification shall list the make, model, and year of the paver and any equipment that has been retrofitted to the paver.

Operate the screed in accordance with the manufacturer’s recommendations and in a manner to produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. Provide a copy of the manufacturer’s recommendations upon request by the Contracting Agency. Extensions to the screed will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. In the Travelled Way do not use extensions without both augers and an internally heated vibratory screed.

Equip the paver with automatic screed controls and sensors for either or both sides of the paver. The controls shall be capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing automatic signals that operate the screed to maintain the desired grade and transverse slope. Construct the sensor so it will operate from a
reference line or a mat referencing device. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

Equip the paver with automatic feeder controls, properly adjusted to maintain a uniform depth of material ahead of the screed.

Manual operation of the screed is permitted in the construction of irregularly shaped and minor areas. These areas include, but are not limited to, gore areas, road approaches, tapers and left-turn channelizations.

When specified in the Contract, provide reference lines for vertical control. Place reference lines on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line is permitted. Automatically control the grade and slope of intermediate lanes by means of reference lines or 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 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.

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.

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

Use a material transfer device (MTD) or material transfer vehicle (MTV) to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top 0.30 feet of the pavement section used in traffic lanes. However, an MTD/V is not required for HMA placed in irregularly shaped and minor areas such as tapers and turn lanes, or for HMA mixture that is accepted by Visual Evaluation. At the Contractor’s request the Engineer may approve paving without an MTD/V; the Engineer will determine if an equitable adjustment in cost or time is due. If a windrow elevator is used, the Engineer may limit the length of the windrow in urban areas or through intersections.

To be approved for use, an MTV:

1. Shall be a self-propelled vehicle, separate from the hauling vehicle or paver.

2. Shall not connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.

2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers
Operate rollers in accordance with the manufacturer's recommendations. When requested by the Engineer, provide a Type 1 Working Drawing of the manufacturer's recommendation for the use of any roller planned for use on the project. Do not use rollers that crush aggregate, produce pickup or washboard, unevenly compact the surface, displace the mix, or produce other undesirable results.

5-04.3(4) Preparation of Existing Paved Surfaces
Before constructing HMA on an existing paved surface, the entire surface of the pavement shall be clean. Entirely remove all fatty asphalt patches, grease drippings, and other deleterious substances from the existing pavement to the satisfaction of the Engineer. Thoroughly clean all pavements or bituminous surfaces of dust, soil, pavement grindings, and other foreign matter. Thoroughly remove any cleaning or solvent type liquids used to clean equipment spilled on the pavement before paving proceeds. Fill all holes and small depressions with an appropriate class of HMA. Level and thoroughly compact the surface of the patched area.

Apply a uniform coat of asphalt (tack coat) to all paved surfaces on which any course of HMA is to be placed or abutted. Apply tack coat to cover the cleaned existing pavement with a thin film of residual asphalt free of streaks and bare spots. Apply a heavy application of tack coat to all joints. For Roadways open to traffic, limit the application of tack coat to surfaces that will be paved during the same working shift. Equip the spreading equipment with a thermometer to indicate the temperature of the tack coat material.

Do not operate equipment on tacked surfaces until the tack has broken and cured. Repair tack coat damaged by the Contractor's operation, prior to placement of the HMA.
Unless otherwise approved by the Engineer, use cationic emulsified asphalt CSS-1, CSS-1h, STE-1, or Performance Graded (PG) asphalt for tack coat. The CSS-1 and CSS-1h may be diluted with water at a rate not to exceed one part water to one part emulsified asphalt. Do not allow the tack coat material to exceed the maximum temperature recommended by the asphalt supplier.

When shown in the Plans, prelevel uneven or broken surfaces over which HMA is to be placed by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

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.

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 crack. 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.

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:
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.

5-04.3(4)B Soil Residual Herbicide
Where shown in the Plans, apply one application of an approved soil residual herbicide. Comply with Section 8-02.3(3)B. Complete paving within 48 hours of applying the herbicide.

Use herbicide registered with the Washington State Department of Agriculture for use under pavement. Before use, obtain the Engineer’s approval of the herbicide and the proposed rate of application. Include the following information in the request for approval of the material:

1. Brand Name of the Material,

2. Manufacturer,

3. Environmental Protection Agency (EPA) Registration Number,

4. Material Safety Data Sheet, and

5. Proposed Rate of Application.

5-04.3(4)C Pavement Repair
Excavate pavement repair areas and backfill these with HMA in accordance with the details shown in the Plans and as staked. Conduct the excavation operations in a manner that will protect the pavement that is to remain. Repair pavement not designated to be removed that is damaged as a result of the Contractor’s operations to the satisfaction of the Engineer at no cost to the Contracting Agency. Excavate only within one lane at a time unless approved otherwise by the Engineer. Do not excavate more area than can be completely backfilled and compacted during the same shift.

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, sawcut the perimeter of the pavement area to be removed unless the pavement in the pavement repair area is to be removed by a pavement grinder.

Excavated materials shall be 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.

Apply a heavy application of tack coat to all surfaces of existing pavement in the pavement repair area, in accordance with Section 5-04.3(4).

Place the HMA backfill in lifts not to exceed 0.35-foot compacted depth. Thoroughly compact each lift by a mechanical tamper or a roller.
5-04.3(5) Producing/Stockpiling Aggregates, RAP, & RAS
Produce aggregate in compliance with Section 3-01. Comply with Section 3-02 for preparing stockpile sites, stockpiling, and removing from stockpile each of the following: aggregates, RAP, and RAS. Provide sufficient storage space for each size of aggregate, RAP and RAS. Fine aggregate or RAP may be uniformly blended with the RAS as a method of preventing the agglomeration of RAS particles. Remove the aggregates, RAP and RAS from stockpile(s) in a manner that ensures minimal segregation when being moved to the HMA plant for processing into the final mixture. Keep different aggregate sizes separated until they have been delivered to the HMA plant.

5-04.3(5)A Stockpiling RAP or RAS for High RAP/Any RAS Mixes
Do not place any RAP or RAS into a stockpile which has been sequestered for a High RAP/Any RAS mix design. Do not incorporate any RAP or RAS into a High RAP/Any RAS mixture from any source other than the stockpile which was sequestered for approval of that particular High RAP/Any RAS mix design.

RAP that is used in a Low RAP/No RAS mix is not required to come from a sequestered stockpile.

5-04.3(6) Mixing
The asphalt supplier shall introduce anti-stripping additive, in the amount designated on the QPL for the mix design, into the asphalt binder prior to shipment to the asphalt mixing plant.

Anti-strip is not required for temporary work that will be removed prior to Physical Completion.

Use asphalt binder of the grade, and from the supplier, in the approved mix design.

Prior to introducing reclaimed materials into the asphalt plant, remove wire, nails, and other foreign material. Discontinue use of the reclaimed material if the Engineer, in their sole discretion, determines the wire, nails, or other foreign material to be excessive.

Size RAP and RAS prior to entering the mixer to provide uniform and thoroughly mixed HMA. If there is evidence of the RAP or RAS not breaking down during the heating and mixing of the HMA, immediately suspend the use of the RAP or RAS until changes have been approved by the Engineer.

After the required amount of mineral materials, RAP, RAS, new asphalt binder and recycling agent have been introduced into the mixer, mix the HMA until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, RAP and RAS is ensured.

Upon discharge from the mixer, ensure that the temperature of the HMA does not exceed the optimum mixing temperature shown on the approved Mix Design Report by more than 25°F, or as approved by the Engineer. When a WMA additive is included in the manufacture of HMA, do not heat the WMA
additive (at any stage of production including in binder storage tanks) to a temperature higher than the maximum recommended by the manufacturer of the WMA additive.

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, reduce the moisture content.

During the daily operation, HMA may be temporarily held in approved storage facilities. Do not incorporate HMA into the Work that has been held for more than 24 hours after mixing. Provide an easily readable, low bin-level indicator on the storage facility that indicates the amount of material in storage. Waste the HMA in storage when the top level of HMA drops 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. Dispose of rejected or waste HMA at no expense to the Contracting Agency.

5-04.3(7) Spreading and Finishing
Do not exceed the maximum nominal compacted depth of any layer in any course, as shown in Table 6, unless approved by the Engineer:

<table>
<thead>
<tr>
<th>Table 6</th>
<th>Maximum Nominal Compacted Depth of Any Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMA Class</td>
<td>Wearing Course</td>
</tr>
<tr>
<td>1 inch</td>
<td>0.35 feet</td>
</tr>
<tr>
<td>¾ and ½ inch</td>
<td>0.30 feet</td>
</tr>
<tr>
<td>⅞ inch</td>
<td>0.15 feet</td>
</tr>
</tbody>
</table>

Use HMA pavers complying with Section 5-04.3(3) to distribute the mix. 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, place the material produced for each JMF with separate spreading and compacting equipment. Do not intermingle HMA produced from more than one JMF. 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
Sample aggregate for meeting the requirements of Section 3-04 prior to being incorporated into HMA. (The acceptance data generated for the Section 3-04 acceptance analysis will not be commingled with the acceptance data generated for the Section 5-04.3(9) acceptance analysis.) Aggregate acceptance samples shall be taken as described in Section 3-04. Aggregate acceptance testing will be performed by the Contracting Agency.Aggregate contributed from RAP and/or RAS will not be evaluated under Section 3-04.
For aggregate that will be used in HMA mixture which will be accepted by Statistical Evaluation, the Contracting Agency's acceptance of the aggregate will be based on:

1. Samples taken prior to mixing with asphalt binder, RAP, or RAS;
2. Testing for the materials properties of fracture, uncompacted void content, and sand equivalent;
3. Evaluation by the Contracting Agency in accordance with Section 3-04, including price adjustments as described therein.

For aggregate that will be used in HMA which will be accepted by Visual Evaluation, evaluation in accordance with items 1, 2, and 3 above is at the discretion of the Engineer.

5-04.3(9) HMA Mixture Acceptance

The Contracting Agency will evaluate HMA mixture for acceptance by one of two methods as determined from the criteria in Table 7.

<table>
<thead>
<tr>
<th>Table 7</th>
<th>Basis of Acceptance for HMA Mixture</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Visual Evaluation</td>
</tr>
<tr>
<td>Criteria for Selecting the Evaluation Method</td>
<td></td>
</tr>
<tr>
<td>• Commercial HMA placed at any location</td>
<td></td>
</tr>
<tr>
<td>• Any HMA placed in:</td>
<td></td>
</tr>
<tr>
<td>o sidewalks</td>
<td></td>
</tr>
<tr>
<td>o road approaches</td>
<td></td>
</tr>
<tr>
<td>o ditches</td>
<td></td>
</tr>
<tr>
<td>o slopes</td>
<td></td>
</tr>
<tr>
<td>o paths</td>
<td></td>
</tr>
<tr>
<td>o trails</td>
<td></td>
</tr>
<tr>
<td>o gores</td>
<td></td>
</tr>
<tr>
<td>o prelevel</td>
<td></td>
</tr>
<tr>
<td>o temporary pavement¹</td>
<td></td>
</tr>
<tr>
<td>o pavement repair</td>
<td></td>
</tr>
<tr>
<td>• Other nonstructural applications of HMA as approved by the Engineer</td>
<td></td>
</tr>
</tbody>
</table>

¹ Temporary pavement is HMA that will be removed before Physical Completion of the Contract.

5-04.3(9)A Test Sections

This Section applies to HMA mixture accepted by Statistical Evaluation. A test section is not allowed for HMA accepted by Visual Evaluation.

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA
mixture test sections at the beginning of paving, using at least 600 tons and a maximum of 1,000 tons or as specified by the Engineer. Each test section shall be constructed in one continuous operation.

5-04.3(9)A1 Test Section – When Required, When to Stop
Use Tables 8 and 9 to determine when a test section is required, optional, or not allowed, and to determine when performing test sections may end. Each mix design will be evaluated independently for the test section requirements. If more than one test section is required, each test section shall be evaluated separately by the criteria in table 8 and 9.

<table>
<thead>
<tr>
<th>Table 8</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criteria for Conducting and Evaluating HMA Mixture Test Sections</strong></td>
</tr>
<tr>
<td><em>(For HMA Mixture Accepted by Statistical Evaluation)</em></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>**</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Is Mixture Test Section Optional or Mandatory?</td>
</tr>
<tr>
<td>Waiting period after paving the test section.</td>
</tr>
<tr>
<td>What Must Happen to Stop Performing Test Sections?</td>
</tr>
</tbody>
</table>

¹If a mix design has produced an acceptable test section on a previous contract (paved in the same calendar year, from the same plant, using the same JMF) the test section may be waived if approved by the Engineer.

²This is to provide time needed by the Contracting Agency to complete testing and the Contractor to adjust the mixture in response to those test results. Paving may resume when this is done.

<table>
<thead>
<tr>
<th>Table 9</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Results Required to Stop Performing HMA Mixture Test Sections</strong>¹</td>
</tr>
<tr>
<td><strong>(For HMA Mixture Accepted by Statistical Evaluation)</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Test Property</strong></td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>Gradation</td>
</tr>
<tr>
<td>Asphalt Binder</td>
</tr>
<tr>
<td>Test Property</td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Gradation</td>
</tr>
<tr>
<td>Asphalt Binder</td>
</tr>
<tr>
<td>$V_a$</td>
</tr>
<tr>
<td>Hamburg Wheel Track</td>
</tr>
<tr>
<td>Indirect Tensile Strength</td>
</tr>
<tr>
<td>Aggregates Sand Equivalent</td>
</tr>
</tbody>
</table>

<sup>1</sup>In addition to the requirements of this table, acceptance of the HMA mixture used in each test section is subject to the acceptance criteria and price adjustments for Statistical Evaluation (see Table 9a).

<sup>2</sup>Divide the test section lot into three sublots, approximately equal in size. Take one sample from each sublot, and test each sample for the property in the first column.

<sup>3</sup>Take one sample for each test section lot. Test the sample for the properties in the first column.

<sup>4</sup>Divide the test section lot into three sublots, approximately equal in size. Take one sample from each sublot, and test each sample for the property in the first column. There are no criteria for discontinuing test sections for these mixes; however, the contractor must comply with Section 5-04.3(11)F before resuming paving.

5-04.3(9)A2 Test Section – Evaluating the HMA Mixture in a Test Section
The Engineer will evaluate the HMA mixture in each test section for rejection, acceptance, and price adjustments based on the criteria in Table 9a using the data generated from the testing required by Table 9. Each test section shall be considered a separate lot.

<table>
<thead>
<tr>
<th>Test Property</th>
<th>Type of HMA</th>
<th>Acceptance Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High RAP/Any RAS</td>
<td>Statistical Evaluation</td>
</tr>
<tr>
<td>Gradation</td>
<td>Low RAP/No RAS</td>
<td>Statistical Evaluation</td>
</tr>
<tr>
<td>Asphalt Binder</td>
<td>$V_a$</td>
<td>Statistical Evaluation</td>
</tr>
<tr>
<td>Hamburg Wheel Track</td>
<td>Pass/Fail for the requirements of</td>
<td>N/A</td>
</tr>
<tr>
<td>Indirect Tensile Strength</td>
<td>Section 9-03.8(2)1</td>
<td>Nonstatistical Evaluation in accordance with the requirements of Section 3-04</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------</td>
<td>-------------------------------------------------------------------</td>
</tr>
<tr>
<td>HMA Aggregate Sand Equivalent Uncompacted Void Content</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 Failure to meet the specifications for Hamburg and/or IDT will cause the mixture in the test section to be rejected. Refer to Section 5-04.3(11).

5-04.3(9)B Mixture Acceptance – Statistical Evaluation
5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots

HMA mixture which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing that HMA tonnage into mixture lots, and each mixture lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each mixture lot into mixture sublots. All mixture in a mixture lot shall be of the same mix design. The mixture sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each mixture lot comprises a maximum of 15 mixture sublots, except:

- The final mixture lot of each mix design on the Contract will comprise a maximum of 25 sublots.
- A mixture lot for a test section will consist of three sublots.

Each mixture subplot shall be approximately uniform in size with the maximum mixture subplot size as specified in Table 10. The quantity of material represented by the final mixture subplot of the project, for each mix design on the project, may be increased to a maximum of two times the mixture subplot quantity calculated.

<table>
<thead>
<tr>
<th>Maximum HMA Mixture Sublot Size For HMA Accepted by Statistical Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMA Original Plan Quantity (tons)1</td>
</tr>
<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>&lt; 20,000</td>
</tr>
<tr>
<td>20,000 to 30,000</td>
</tr>
<tr>
<td>&gt;30,000</td>
</tr>
</tbody>
</table>

1 “Plan quantity” means the plan quantity of all HMA of the same class and binder grade which is accepted by Statistical Evaluation.

2 The maximum subplot size for each combination of HMA class and binder grade shall be calculated separately.

- For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
• If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

5-04.3(9)B2 Mixture Statistical Evaluation – Sampling
Comply with Section 1-06.2(1).

Samples of HMA mixture which is accepted by Statistical Evaluation will be randomly selected from within each sublot, with one sample per sublot. The Engineer will determine the random sample location using WSDOT Test Method T 716. The Contractor shall obtain the sample when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with FOP for WAQTC T 168.

5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing
Comply with Section 1-06.2(1).

The Contracting Agency will test the mixture sample from each sublot (including sublots in a test section) for the properties shown in Table 11.

Table 11
Testing Required for each HMA Mixture Sublot

<table>
<thead>
<tr>
<th>Test</th>
<th>Procedure</th>
<th>Performed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>$V_a$</td>
<td>WSDOT SOP 731</td>
<td>Engineer</td>
</tr>
<tr>
<td>Asphalt Binder Content</td>
<td>FOP for AASHTO T 308</td>
<td>Engineer</td>
</tr>
<tr>
<td>Gradation: Percent Passing</td>
<td>FOP for WAQTC T 27/T 11</td>
<td>Engineer</td>
</tr>
<tr>
<td>$1\frac{1}{2}''$, $1''$, $\frac{3}{4}''$, $\frac{1}{2}''$, $\frac{3}{8}''$, No. 4, No. 8, No. 200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The mixture samples and tests taken for the purpose of determining acceptance of the test section (as described in Section 5-04.3(9)A) shall also be used as the test results for acceptance of the mixture described in 5-04.3(9)B3, 5-04.3(9)B4, 5-04.3(9)B5, and 5-04.3(9)B6.

5-04.3(9)B4 Mixture Statistical Evaluation – Pay Factors
Comply with Section 1-06.2(2).

The Contracting Agency will determine a pay factor ($PF_i$) for each of the properties in Table 11, for each mixture lot, using the quality level analysis in Section 1-06.2(2)D. For Gradation, a pay factor will be calculated for each of the sieve sizes listed in Table 11 which is equal
to or smaller than the maximum allowable aggregate size (100 percent passing sieve) of the HMA mixture. The USL and LSL shall be calculated using the Job Mix Formula Tolerances (for Statistical Evaluation) in Section 9-03.8(7).

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).

5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)
Comply with Section 1-06.2(2).

In accordance with Section 1-06.2(2)D4, the Contracting Agency will determine a Composite Pay Factor (CPF) for each mixture lot from the pay factors calculated in Section 5-04.3(9)B4, using the price adjustment factors in Table 12. Unless otherwise specified, the maximum CPF for HMA mixture shall be 1.05.

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Factor “f”</th>
</tr>
</thead>
<tbody>
<tr>
<td>All aggregate passing: 1½”, 1”, ¾”, ½”, ⅜” and No.4 sieves</td>
<td>2</td>
</tr>
<tr>
<td>All aggregate passing No. 8 sieve</td>
<td>15</td>
</tr>
<tr>
<td>All aggregate passing No. 200 sieve</td>
<td>20</td>
</tr>
<tr>
<td>Asphalt binder</td>
<td>40</td>
</tr>
<tr>
<td>Air Voids (V_a)</td>
<td>20</td>
</tr>
</tbody>
</table>

5-04.3(9)B6 Mixture Statistical Evaluation – Price Adjustments
For each HMA mixture lot, a Job Mix Compliance Price Adjustment will be determined and applied, as follows:

\[
JMCPA = [0.60 \times (\text{CPF} - 1.00)] \times Q \times UP
\]

Where

\[
\text{JMCPA} = \text{Job Mix Compliance Price Adjustment for a given lot of mixture ($)}
\]

\[
\text{CPF} = \text{Composite Pay factor for a given lot of mixture (maximum is 1.05)}
\]

\[
Q = \text{Quantity in a given lot of mixture (tons)}
\]

\[
UP = \text{Unit price of the HMA in a given lot of mixture ($/ton)}
\]

5-04.3(9)B7 Mixture Statistical Evaluation – Retests
The Contractor may request that a mixture sublot be retested. To request a retest, submit a written request to the Contracting Agency within 7 calendar days after the specific test results have been posted to the website or emailed to the Contractor, whichever occurs first. The Contracting Agency will send a split of the original acceptance sample for testing by the Contracting Agency to either the Region Materials Laboratory or the State Materials Laboratory as determined.
by the Engineer. The Contracting Agency will not test the split of the sample with the same equipment or by the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and $V_a$, and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture subplot 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 $250 per sample.

5-04.3(9)C  Vacant

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

Visual Evaluation of HMA mixture will be by visual inspection by the Engineer or, in the sole discretion of the Engineer, the Engineer may sample and test the mixture.

5-04.3(9)D1  Mixture Visual Evaluation – Lots, Sampling, Testing, Price Adjustments

HMA mixture accepted by Visual Evaluation will not be broken into lots unless the Engineer determines that testing is required. When that occurs, the Engineer will identify the limits of the questionable HMA mixture, and that questionable HMA mixture shall constitute a lot. Then, the Contractor will take samples from the truck, or the Engineer will take core samples from the roadway at a minimum of three random locations from within the lot, selected in accordance with WSDOT Test Method T 716, taken from the roadway in accordance with WSDOT SOP 734, and tested in accordance with WSDOT SOP 737. The Engineer will test one of the samples for all constituents in Section 5-04.3(9)B3. If all constituents from that test fall within the Job Mix Formula Tolerances (for Visual Evaluation) in Section 9-03.8(7), the lot will be accepted at the unit Contract price with no further evaluation.

When one or more constituents fall outside those tolerance limits, the other samples will be tested for all constituents in Section 5-04.3(9)B3, and a Job Mix Compliance Price Adjustment will be calculated in accordance with Table 13.

<table>
<thead>
<tr>
<th>Table 13</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Visual Evaluation – Out of Tolerance Procedures</strong></td>
</tr>
<tr>
<td>Comply with the Following</td>
</tr>
<tr>
<td>Pay Factors$^1$</td>
</tr>
<tr>
<td>Composite Pay Factors$^2$</td>
</tr>
<tr>
<td>Price Adjustments</td>
</tr>
</tbody>
</table>

$^1$The Visual Evaluation tolerance limits in Section 9-03.8(7) will be used in the calculation of the PF$_i$.

$^2$The maximum CPF shall be 1.00.
5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results

The results of all mixture acceptance testing and the Composite Pay Factor (CPF) of the lot after three sublots have been tested will be available to the Contractor through The Contracting Agency's website.

The Contracting Agency will endeavor to provide written notification (via email to the Contractor’s designee) of acceptance test results through its web-based materials testing system Statistical Analysis of Materials (SAM) within 24 hours of the sample being made available to the Contracting Agency. However, the Contractor agrees:

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.

2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency’s test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

3. The Contractor shall make no claim for untimely notification by the Contracting Agency of the Contracting Agency’s test results or statistical analysis.

5-04.3(10) HMA Compaction Acceptance

For all HMA, the Contractor shall comply with the General Compaction Requirements in Section 5-04.3(10)A. The Contracting Agency will evaluate all HMA for compaction compliance with one of the following - Statistical Evaluation, Visual Evaluation, or Test Point Evaluation - determined by the criteria in Table 14:

<table>
<thead>
<tr>
<th>Statistical Evaluation of HMA Compaction is Required For:</th>
<th>Visual Evaluation of HMA Compaction is Required For:</th>
<th>Test Point Evaluation of HMA Compaction is Required For:</th>
</tr>
</thead>
</table>
| Table 14

| Criteria for Determining Method of Evaluation for HMA Compaction

<table>
<thead>
<tr>
<th>Statistical Evaluation of HMA Compaction is Required For:</th>
<th>Visual Evaluation of HMA Compaction is Required For:</th>
<th>Test Point Evaluation of HMA Compaction is Required For:</th>
</tr>
</thead>
</table>
- Any HMA for which the specified course thickness is greater than 0.10 feet, and the HMA is in:
  - traffic lanes, including but not limited to:
    - ramp lanes
    - truck climbing lanes
    - weaving lanes
    - speed change lanes
- "HMA for Preleveling…"
- "HMA for Pavement Repair…"
- Any HMA not meeting the criteria for Statistical Evaluation or Visual Evaluation

1This table applies to all HMA, and shall be the sole basis for determining the acceptance method for compaction.

The Contracting Agency may, at its sole discretion, evaluate any HMA for compliance with the Cyclic Density requirements of Section 5-04.3(10)B.

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

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, thoroughly and uniformly compact the mix. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, alter the JMF in accordance with Section 9-03.8(7) to achieve desired results.

Compact the mix when it is in the proper condition so that no undue displacement, cracking, or shoving occurs. Compact areas inaccessible to large compaction equipment by mechanical or hand tampers. Remove HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective. Replace the removed material with new HMA, and compact it immediately 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. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Unless otherwise approved by the Engineer, operate rollers in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, do not operate a roller in a mode that results in checking or cracking of the mat.

On bridge decks and on the five feet of roadway approach immediately adjacent to the end of bridge/back of pavement seat, operate rollers in static mode only.
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  HMA Compaction Acceptance – Statistical Evaluation

HMA compaction which is accepted by Statistical Evaluation will be based on acceptance testing performed by the Contracting Agency, and statistical analysis of those acceptance tests results. This will result in a Compaction Price Adjustment.

5-04.3(10)C1  HMA Compaction Statistical Evaluation – Lots and Sublots

HMA compaction which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing the project into compaction lots, and each compaction lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each compaction lot into compaction sublots. All mixture in any individual compaction lot shall be of the same mix design. The compaction sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each compaction lot comprises a maximum of 15 compaction sublots, except for the final compaction lot of each mix design on the Contract, which comprises a maximum of 25 sublots.

Each compaction subplot shall be uniform in size as shown in Table 15, except that the last compaction subplot of each day may be increased to a maximum of two times the compaction subplot quantity calculated. Minor variations in the size of any subplot shall not be cause to invalidate the associated test result.

<table>
<thead>
<tr>
<th>HMA Compaction Sublot Size</th>
<th>HMA Original Plan Quantity (tons)</th>
<th>Compaction Sublot Size (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;20,000</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>20,000 to 30,000</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>&gt;30,000</td>
<td>200</td>
<td></td>
</tr>
</tbody>
</table>

1 In determining the plan quantity tonnage, do not include any tons accepted by test point evaluation.

The following will cause one compaction lot to end prematurely and a new compaction lot to begin:

- For a compaction lot in progress with a compaction CPF less than 0.75, a new compaction lot will begin at the Contractor’s request after the Engineer is satisfied that

LOWER FINNEY CREEK BRIDGE REPAIRS
PROJECT NO. ES40089-3
FEDERAL AID NO. BHS-W290(001)
JUNE, 2017
35
material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

All HMA which is paved on a bridge and accepted for compaction by Statistical Evaluation will compose a bridge compaction lot. If the contract includes such HMA on more than one bridge, compaction will be evaluated on each bridge individually, as separate bridge compaction lots.

Bridge compaction sublots will be determined by the Engineer subject to the following:

- All sublots on a given bridge will be approximately the same size.

- Sublots will be stratified from the lot. In no case will there be less than 3 sublots in each bridge compaction lot.

- No sublot will exceed 50 tons.

- Compaction test locations will be determined by the Engineer in accordance with WSDOT FOP for AASHTO T716.

5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing
Comply with Section 1-06.2(1).

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

Use Table 16 to determine compaction acceptance test procedures and to allocate compaction acceptance sampling and testing responsibilities between the Contractor and the Contracting Agency. HMA cores shall be taken or nuclear density testing shall occur after completion of the finish rolling, prior to opening to traffic, and on the same day that the mix is placed.

Table 16

<table>
<thead>
<tr>
<th>HMA Compaction Acceptance Testing Procedures and Responsibilities</th>
<th>When Contract Includes Bid Item “HMA Core – Roadway” or “HMA Core – Bridge”</th>
<th>When Contract Does Not Include Bid Item “HMA Core – Roadway” or “HMA Core – Bridge”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis for Test:</td>
<td>Cores</td>
<td>Cores³</td>
</tr>
<tr>
<td>Density</td>
<td>Contractor shall take cores(^1) using WSDOT SOP 734(^2)</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Gauge(^3)</td>
<td>Contractor Agency will take cores(^1) using WSDOT SOP 734</td>
<td></td>
</tr>
<tr>
<td>In-Place Density</td>
<td>Contracting Agency will determine core density using FOP for AASHTO T 166</td>
<td></td>
</tr>
<tr>
<td>Determined by:</td>
<td>Contracting Agency will determine core density using FOP for AASHTO T 166</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contracting Agency, using WSDOT SOP 734</td>
<td></td>
</tr>
</tbody>
</table>

| Theoretical Maximum Density | Contracting Agency, using FOP for AASHTO T 209 |
| Determined by: |  |
| Rolling Average of | Contracting Agency, using WSDOT SOP 729 |
| Theoretical Maximum |  |
| Densities |  |
| Determined by: |  |
| Percent | Contracting Agency, using WSDOT SOP 736 |
| Compaction in | Contracting Agency, using WSDOT SOP 736 |
| Each Sublot | Contracting Agency, using WSDOT FOP for AASHTO T 355 |
| Determined by: |  |

\(^1\)The core diameter shall be 4-inches unless otherwise approved by the Engineer.

\(^2\)The Contractor shall take the core samples in the presence of the Engineer, at locations designated by the Engineer, and deliver the core samples to the Contracting Agency.

\(^3\)The Contracting Agency will determine, in its sole discretion, whether it will take cores or use the nuclear density gauge to determine in-place density. Exclusive reliance on cores for density acceptance is generally intended for small paving projects and is not intended as a replacement for nuclear gauge density testing on typical projects.

\(^4\)The basis for test of all compaction sublots in a bridge compaction lot shall be cores. These cores shall be taken by the Contractor when the Proposal includes the bid item “HMA Cores – Bridge”. When there is no bid item for “HMA Cores – Bridge”, the Engineer will be responsible for taking HMA cores for all compaction sublots in a bridge compaction lot. In either case, the Engineer will determine core location, in-place density of the core, theoretical maximum density, rolling average of theoretical maximum density, and percent compaction using the procedure called for in this Section.

1 When using the nuclear density gauge for acceptance testing of pavement density, the Engineer will follow WSDOT SOP 730 for correlating the nuclear gauge with HMA cores. When cores are required for the correlation, coring and testing will be by the
Contracting Agency. When a core is taken for gauge correlation at the location of a sublot, the relative density of the core will be used for the sublot test result and is exempt from retesting.

5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments

For each HMA compaction lot (that is accepted by Statistical Evaluation) which has less than three compaction sublots, for which all compaction sublots attain a minimum of 91 percent compaction determined in accordance with WSDOT FOP for AASHTO T 355 (or WSDOT SOP 736 when provided by the Contract), the HMA will be accepted at the unit Contract price with no further evaluation.

For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2) to determine the appropriate Compaction Price Adjustment (CPA). All of the test results obtained from the acceptance samples from a given compaction lot shall be evaluated collectively. Additional testing by either a nuclear density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For the statistical analysis in Section 1-06.2, use the following values:

\[
\begin{align*}
x & = \text{Percent compaction of each sublot} \\
USL & = 100 \\
LSL & = 91
\end{align*}
\]

Each CPA will be determined as follows:

\[
CPA = [0.40 \times (CPF - 1.00)] \times Q \times UP
\]

Where

\[
\begin{align*}
CPA & = \text{Compaction Price Adjustment for the compaction lot ($)} \\
CPF & = \text{Composite Pay Factor for the compaction lot (maximum is 1.05)} \\
Q & = \text{Quantity in the compaction lot (tons)} \\
UP & = \text{Unit price of the HMA in the compaction lot ($/ton)}
\end{align*}
\]

5-04.3(10)C4 HMA Statistical Compaction – Requests for Retesting

For a compaction sublot that has been tested with a nuclear density gauge that did not meet the minimum of 91 percent of the theoretical 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, taken at the same location as the nuclear density test, be used for determination of the relative density of the compaction sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the compaction 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 compaction sublot have been provided or made available to the Contractor. 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 retesting. When the CPF for the compaction lot based on the results of the cores is less than 1.00, the Contracting Agency will deduct the cost for the coring 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)D  HMA Compaction – Visual Evaluation
Visual Evaluation will be the basis of acceptance for compaction of the Bid items “HMA for Pavement Repair Cl. ___ PG ___” and “HMA for Prelevelling Class ___ PG ___”. This HMA shall be thoroughly compacted to the satisfaction of the Engineer. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller.

5-04.3(10)E  HMA Compaction – Test Point Evaluation
When compaction acceptance is by Test Point Evaluation, compact HMA based on a test point evaluation of the compaction train. Perform the test point evaluation 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.

5-04.3(10)F  HMA Compaction Acceptance – Notification of Acceptance Test Results
The obligations and responsibilities for notifying the Contractor of compaction acceptance test results are the same as for mixture acceptance test results. See Section 5-04.3(9)E.

5-04.3(11)  Reject Work
This Section applies to HMA and all requirements related to HMA (except aggregates prior to being incorporated into HMA). For rejection of aggregate prior to its incorporation into HMA refer to Section 3-04.

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.

5-04.3(11)B  Rejection by Contractor
The Contractor may, prior to acceptance sampling and testing, 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. No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests the rejected material to be tested. If the Contractor requests testing, acceptance will be by Statistical Evaluation, and a minimum of three samples will be obtained and tested. When uncompacted material is required for testing but not available, the Engineer will determine random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores in accordance with WSDOT SOP 734, and test the cores in accordance with WSDOT SOP 737.

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 (Mixture or Compaction)
In addition to the random acceptance sampling and testing, the Engineer may also isolate from a mixture or compaction 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. The Contracting Agency will obtain a minimum of three random samples of the suspect material and perform the testing. When uncompacted material is required for testing but is not available, the Engineer will select random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores samples in accordance with WSDOT SOP 734, and test the material in accordance with WSDOT SOP 737. 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 (Mixture or Compaction)
An entire mixture or compaction sublot that is suspected of being defective may be rejected. When this occurs, a minimum of two additional random samples from this sublot will be obtained. When uncompacted material is required for the additional samples but the material has been compacted, the Contracting Agency will take and test cores from the roadway as described in Section 5-04.3(11)D. The 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 (Mixture or Compaction)

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 when:

1. the Composite Pay Factor (CPF) of a mixture or compaction lot in progress drops below 1.00 and the Contractor is taking no corrective action, or

2. the Pay Factor (PF, i) for any constituent of a mixture or compaction lot in progress drops below 0.95 and the Contractor is taking no corrective action, or

3. either the PF, i for any constituent (or the CPF) of a mixture or compaction 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

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

Construct a temporary wedge of HMA on a 50H:1V where a transverse joint as a result of paving or planing is open to traffic. Separate the HMA in the temporary wedge from the permanent HMA upon which it is placed by strips of heavy wrapping paper or other methods approved by the Engineer. Remove the wrapping paper and trim the joint to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

Waste the material that is cut away and place new HMA against the cut. Use rollers or tamping irons to seal the joint.

5-04.3(12)A2 Longitudinal Joints

Offset the longitudinal joint in any one course from the course immediately below by not more than 6 inches nor less than 2 inches. Locate all longitudinal joints constructed in the wearing course at a lane line or an edge line of the Traveled Way. Construct a notched wedge joint 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 nor more than ½ of the compacted lift thickness, and
then taper down on a slope not steeper than 4H:1V. Uniformly compact the sloped portion of the HMA notched wedge joint.

On one-lane ramps a longitudinal joint may be constructed at the center of the traffic lane, subject to approval by the Engineer, if:

1. The ramp must remain open to traffic, or

2. The ramp is closed to traffic and a hot-lap joint is constructed.
   a. Two paving machines shall be used to construct the hot-lap joint.
   b. The pavement within 6 inches of the hot-lap joint will not be excluded from random location selection for compaction testing.
   c. Construction equipment other than rollers shall not operate on any uncompacted HMA.

When HMA is placed adjacent to cement concrete pavement, construct longitudinal joints between the HMA and the cement concrete pavement. Saw the joint to the dimensions shown on Standard Plan A-40.10 and fill with joint sealant meeting the requirements of Section 9-04.2.

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 seal 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 HMA overlay.

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

Construct the bridge paving joint seal as specified in the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with Section 5-05.3(8). Apply the sealant 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 ⅛ 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, correct the pavement surface by one of the following methods:

1. Remove material from high places by grinding with an approved grinding machine, or
2. Remove and replace the wearing course of HMA, or
3. By other method approved by the Engineer.

Correct defects 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 portland cement concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the Plan grade minus the specified Plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, bring any such irregularities to the required tolerance by grinding or other means approved by the Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the Traveled Way, pave the Roadway before the utility appurtenances are adjusted to the finished grade.

5-04.3(14) Planing Bituminous Pavement
Plane in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. Delamination or raveling of the underlying pavement will not be construed as damage due to the Contractor’s operations. Pavement outside the limits shown in the Plans or designated by the Engineer that is damaged by the Contractor’s operations shall be repaired.
to the satisfaction of the Engineer at no additional cost to the Contracting Agency.

For mainline planing operations, use equipment with automatic controls and with sensors for either or both sides of the 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.

Remove all loose debris from the planed surface before opening the planed surface to traffic. The planings and other debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C, or as otherwise allowed by the Contract.

5-04.3(15) Sealing Pavement Surfaces
Apply a fog seal where shown in the Plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches
Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement
HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the HMA.

If the Contractor elects to remove and replace HMA as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Crack Sealing-LF will be measured by the linear foot along the line of the crack.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

HMA sawcut and seal, and paved panel joint seal, will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.
Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

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

- “HMA Cl. ___ PG ___”, per ton.
- “HMA for Approach Cl. ___ PG ___”, per ton.
- “HMA for Preleveling Cl. ___ PG ___”, per ton.
- “HMA for Pavement Repair Cl. ___ PG ___”, per ton.
- “Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

- “Crack Sealing-FA”, by force account.
- “Crack Sealing-FA” will be paid for by force account as specified in Section 1-09.6.

For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

- “Crack Sealing-LF”, per linear foot.
- The unit Contract price per linear foot for “Crack Sealing-LF” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)A.

- “Soil Residual Herbicide ____ ft. Wide”, per mile, or
- “Soil Residual Herbicide”, per square yard.
- The unit Contract price per mile or per square yard for “Soil Residual Herbicide” shall be full payment for all costs incurred to obtain, provide and install herbicide in accordance with Section 5-04.3(4)B.

- “Pavement Repair Excavation Incl. Haul”, per square yard.
- The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)C with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.

- “Asphalt for Fog Seal”, per ton.
- Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

- “Longitudinal Joint Seal”, per linear foot.
- The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to construct the longitudinal joint between HMA and cement concrete pavement, as described in Section 5-04.3(12)B.
“HMA Sawcut And Seal”, per linear foot.
The unit Contract price per linear foot for “HMA Sawcut And Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12)B1.

“Paved Panel Joint Seal”, per linear foot.
The unit Contract price per linear foot for “Paved Panel Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12)B2.

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

“Temporary Pavement Marking”, per linear foot.
Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.
Payment for “Water” is described in Section 2-07.5.

“Job Mix Compliance Price Adjustment”, by calculation.
“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)B6 and 5-04.3(9)D1.

“Compaction Price Adjustment”, by calculation.
“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)C3.

“HMA Core – Bridge”, per each.
The unit Contract price per each for “HMA Core – Bridge” shall be full payment for all costs, including traffic control, associated with taking HMA density cores in pavement that is on a bridge deck.

“HMA Core – Roadway”, per each.
The unit Contract price per each for “HMA Core – Roadway” shall be full payment for all costs, including traffic control, associated with taking HMA density cores in pavement that is not on a bridge deck.

“Cyclic Density Price Adjustment”, by calculation.
“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

Section 5-05, Cement Concrete Pavement
January 3, 2017

5-05.3(1) Concrete Mix Design for Paving
In last sentence of the second paragraph of item number 1, the reference to “Section 9-01.2(4)” is revised to read “Section 9-01.2(1)B”.

The following is inserted after item number 2:
3. **Mix Design Modifications** - The Contractor may initiate adjustments to the aggregate proportions of the approved mix design. An adjustment in both the fine and coarse aggregate batch target weights of plus or minus 200 pounds per cubic yard will be allowed without resubmittal of the mix design. The adjusted aggregate weights shall become the new batch target weights for the mix design.

Item number 3 is renumbered to 4 and revised (up until the table) to read:

4. **Conformance to Mix Design** - Cement and coarse and fine aggregate weights shall be within the following tolerances of the batch target weights of the mix design:

<table>
<thead>
<tr>
<th>Portland Cement Concrete Batch Weights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
</tr>
<tr>
<td>+5%</td>
</tr>
<tr>
<td>-1%</td>
</tr>
<tr>
<td>Coarse Aggregate</td>
</tr>
<tr>
<td>+2%</td>
</tr>
<tr>
<td>-2%</td>
</tr>
<tr>
<td>Fine Aggregate</td>
</tr>
<tr>
<td>+2%</td>
</tr>
<tr>
<td>-2%</td>
</tr>
</tbody>
</table>

5-05.3(3)B  Mixing Equipment

The last sentence of item number 4 is revised to read:

Plant-mixed concrete may be transported in nonagitated vehicles provided that the concrete is in a workable condition when placed and:

a. discharge is completed within 45 minutes after the introduction of mixing water to the cement and aggregates, or

b. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the concrete mix temperature is 70°F or below during placement, or

c. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the mix contains an approved set retarder at the manufacturer’s minimum dosage rate.

5-05.3(6)  Subgrade

This section, including title, is revised to read:

5-05.3(6)  Surface Preparation

The Subgrade surface shall be prepared and compacted a minimum of 3 feet beyond each edge of the area which is to receive concrete pavement in order to accommodate the slip-form equipment.

Concrete shall not be placed during a heavy rainfall. Prior to placing concrete:

1. The surface shall be moist;

2. Excess water (e.g., standing, pooling or flowing) shall be removed from the surface.

3. The surface shall be clean and free of any deleterious materials.

4. The surface temperature shall not exceed 120°F or be frozen.
5-05.3(7)A  Slip-Form Construction

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

The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose, or by an electronic control system capable of controlling the line and grade within required tolerances.

Section 6-02, Concrete Structures

April 3, 2017

6-02.3(2)  Proportioning Materials

In the sixth paragraph, the reference to “Section 9-01.2(4)” is revised to read “9-01.2(1)B”.

6-02.3(2)A  Contractor Mix Design

The following new sentence is inserted after the first sentence of the third paragraph:

The mix design submittal shall also include test results no older than one year showing that the Aggregates do not contain Deleterious Substances in accordance with Section 9-03.

6-02.3(2)A1  Contractor Mix Design for Concrete Class 4000D

The following new sentence is inserted after the second sentence of the last paragraph:

Mix designs using shrinkage reducing admixture shall state the specific quantity required.

The following new sentence is inserted before the last sentence of the last paragraph:

Testing samples of mixes using shrinkage reducing admixture shall use the admixture amount specified in the mix design submittal.

6-02.3(2)B  Commercial Concrete

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

Commercial concrete does not require mix design or source approvals for cement, aggregate, and other admixtures.

6-02.3(6)A1  Hot Weather Protection

This section is revised to read:

The Contractor shall provide concrete within the specified temperature limits. Cooling of the coarse aggregate piles by sprinkling with water is permitted provided the moisture content is monitored and the mixing water is adjusted for the free water in the aggregate. Shading or cooling aggregate piles (sprinkling of fine aggregate piles with water is not allowed). If sprinkling of the coarse aggregates is to be used, the piles moisture content shall be monitored and the mixing water adjusted for the free water in the aggregate. In addition, when removing the coarse aggregate, it shall be removed from at least 1 foot above the bottom of the pile. Refrigerating mixing water; or replacing all or part of the mixing water with crushed ice, provided the ice is completely melted by placing time.
If air temperature exceeds 90°F, the Contractor shall use water spray or other accepted methods to cool all concrete-contact surfaces to less than 90°F. These surfaces include forms, reinforcing steel, steel beam flanges, and any others that touch the mix.

6-02.3(6)A2 Cold Weather Protection

This section is revised to read:

Concrete shall be maintained at or above a temperature of 40°F during the first seven days of the Cold Weather Protection Period and at or above a temperature of 35°F during the remainder of the Cold Weather Protection Period. Cold weather protection requirements do not apply to concrete in shafts and piles placed below the ground line.

Prior to placing concrete in cold weather, the Contractor shall submit a Type 2 Working Drawing with a written procedure for cold weather concreting. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below the minimum temperature. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor’s cold weather protection plan has been accepted by the Engineer.

Prior to concrete placement, the Contractor shall review the 7-day temperature predictions for the job site from the Western Region Headquarters of the National Weather Service (www.wrh.noaa.gov). When temperatures below 35°F are predicted, the Contractor shall:

1. Install temperature data loggers in each concrete pour. One data logger shall be installed for every 100 yards of concrete placed. Data loggers shall be installed at locations directed by the Engineer, and shall be placed 1.5 inches from the face of concrete.

2. Immediately after concrete placement, temperature data loggers shall be installed on the concrete surface at locations directed by the Engineer. One data logger shall be installed for every 100 yards of concrete placed.

The data loggers shall be operated continuously during the Cold Weather Protection Period. Temperatures shall be measured, recorded and stored a minimum of every 30 minutes. Temperature data shall be submitted to the Engineer as a Type 1 Working Drawing within three days following the end of the Cold Weather Protection Period.

For each day that the concrete temperature falls below 40°F during the first seven days of the Cold Weather Protection Period, no curing time is awarded for that day and the Cold Weather Protection Period is extended for one additional day. If the concrete temperature falls below 35°F during Cold Weather Protection Period, the concrete may be rejected by the Engineer.

6-02.3(7) Concrete Exposed to Sea Water

This section including title is revised to read:

6-02.3(7) Vacant
6-02.3(8) Concrete Exposed to Alkaline Soils or Water
This section including title is revised to read:

6-02.3(8) Vacant

6-02.3(17)K Concrete Forms on Steel Spans
In the last paragraph, "ASTM A325" is revised to read "ASTM F3125 Grade A325".

6-02.3(17)N Removal of Falsework and Forms
The fifth paragraph is deleted.

6-02.3(25) Prestressed Concrete Girders
Under the heading "Prestressed Concrete Slab Girder", the second sentence is deleted.

6-02.3(25)A Shop Drawings
The sixth paragraph is deleted.

6-02.3(25)F Prestress Release
The last two sentences of the last paragraph are deleted and replaced with the following single sentence:

This request shall be submitted as a Type 2E Working Drawing analyzing changes in vertical deflection, girder lateral stability and concrete stresses in accordance with Section 6-02.3(25)L2.

6-02.3(25)H Finishing
Item number 2 in the first paragraph is revised to read:

2. The bottoms, sides, and tops of the lower flanges on all girders, including the top of the bottom slab between the tub girder webs.

6-02.3(25)I Fabrication Tolerances
Items 4 and 5 in the first paragraph are revised to read:

4. Flange Depth: ± ¼ inch
5. Strand Position:
   Individual strands: ± ¼ inch
   Bundled strands: ± ½ inch
   Harped strand group center of gravity at the girder ends: ± 1 inch

Items 7, 8 and 9 in the first paragraph are revised to read:

8. Bearing Recess (center of recess to girder end): ± ¾ inch.
9. Girder Ends (deviation from square or designated skew):
Horizontal: ± $\frac{1}{8}$ inch per foot of girder width, up to a maximum of ± $\frac{1}{2}$ inch

Vertical: ± $\frac{3}{16}$ inch per foot of girder depth, up to a maximum of ± $1\frac{1}{2}$ inch

Items 14 and 15 in the first paragraph are revised to read:

14. Local smoothness of any surface: ± $\frac{1}{4}$ inch in 10 feet.

15. Differential Camber between Girders in a Span (measured in place at the job site):

| For wide flange deck and deck bulb tee girders with a cast-in-place reinforced concrete deck: | Cambers shall be equalized when the differences in cambers between adjacent girders exceeds ± $\frac{3}{4}$ inch |
| For wide flange deck, deck bulb tee and slab girders without a cast-in-place reinforced concrete deck: | Cambers shall be equalized when the differences in cambers between adjacent girders exceeds ± $\frac{1}{4}$ inch |

Item 17 in the first paragraph is revised to read:

17. Position of Lifting Embedments: ± 3 inches longitudinal, ± $\frac{1}{4}$ inch transverse.

6-02.3(25)J Horizontal Alignment

This section is revised to read:

The Contractor shall check and record the horizontal alignment (sweep) of each girder at the following times:

1. Initial – Upon removal of the girder from the casting bed
2. Shipment – Within 14 days prior to shipment; and
3. Erection – After girder erection and cutting temporary top strands but prior to any equalization, welding ties or placement of diaphragms.

Horizontal alignment of the top and bottom flanges shall be checked and recorded. Alternatively, the Contractor may check and record the horizontal alignment of the web near mid-height of the girder. Each check shall be made by measuring the maximum offset at mid-span relative to a chord that starts and stops at the girder ends. The Contractor shall check and record the alignment at a time when the girder is not influenced by temporary differences in surface temperature. Records for the initial check (item 1 above) shall be included in the Contractor’s prestressed concrete certificate of compliance. Records for all other checks shall be submitted as a Type 1 Working Drawing.

For each check (Items 1 to 3 above), the alignment shall not be offset more than $\frac{1}{4}$ inch for each 10 feet of girder length. Girders not meeting this tolerance for the shipment check (Item 2 above) shall require an analysis of girder lateral stability and stresses in accordance with Section 6-02.3(25)L1. The Contractor shall perform this analysis and submit it as a Type 2E Working Drawing prior to shipment of the girder. Any girder that exceeds an offset of $\frac{1}{6}$ inch for each 10 feet of girder length for the erection check (Item 3 above) shall be corrected at the job site to the $\frac{1}{6}$ inch maximum offset per 10 feet of...
girder length before concrete is placed into the diaphragms. The Contractor shall submit a Type 2 Working Drawing for any required corrective action. The maximum distance between the side of a prestressed concrete slab girder, or the edge of the top flange of a wide flange deck, wide flange thin deck or deck bulb tee girder, and a chord that extends the full length of the girder shall be ±½ inch after erection (Item 3 above).

6-02.3(25)K Vertical Deflection

Items 2 and 3 in the first paragraph are revised to read:

2. Shipment – Within 14 days prior to shipment;
3. Erection – After girder erection and cutting temporary top strands but prior to any equalization, welding ties or placement of diaphragms.

The following new paragraph is inserted after the second paragraph:

Girders with vertical deflections not meeting the limit shown in the Plans for the shipment check (Item 2 above) shall require an analysis of girder lateral stability and stresses in accordance with Section 6-02.3(25)L1. The Contractor shall perform this analysis and submit it as a Type 2E Working Drawing prior to shipment.

The following new sentence is inserted after the second sentence of the fourth to last paragraph:

Any diaphragms are assumed to be placed.

The last three paragraphs are deleted and replaced with the following:

If the girder vertical deflection measured for the erection check (Item 3 above) is not between the lower “D” dimension bound shown in the Plans and the upper “D” dimension bound shown in the Plans plus ¾ inches, the Engineer may require corrective action. The Contractor shall submit a Type 2 Working Drawing for any required corrective action.

6-02.3(25)L Handling and Storage

The second paragraph is revised to read:

For strand lift loops, only ½-inch diameter or 0.6-inch diameter strand conforming to Section 9-07.10 shall be used, and a minimum 2-inch diameter straight pin of a shackle shall be used through the loops. Multiple loops shall be held level in the girder during casting in a manner that allows each loop to carry its share of the load during lifting. The minimum distance from the end of the girder to the centroid of the strand lift loops shall be 3 feet. The loops for all prestressed concrete girders, with the exception of prestressed concrete slab girders, shall project a minimum of 1'-6" from the top of the girder. The loops for prestressed concrete slab girders shall project a minimum of 4 inches. Loops shall extend to within 3 inches clear of the bottom of the girder, terminating with a 9-inch long 90-degree hook. Loads on individual loops shall be limited to 12 kips, and all girders shall be picked up at a minimum angle of 60 degrees from the top of the girder.
The third sentence of the fourth paragraph is revised to read:

Alternatively, these temporary strands may be post-tensioned provided the strands are stressed on the same day that the permanent prestress is released into the girder and the strands are tensioned prior to lifting the girder.

The second to last sentence of the fourth paragraph is revised to read:

When the post-tensioned alternative is used, the Contractor shall be responsible for properly sizing the anchorage plates, and configuring the reinforcement adjacent to the anchorage plates, to prevent bursting or splitting of the concrete in the top flange.

The second to last paragraph is deleted.

This section is supplemented with the following new subsections:

6-02.3(25)L1 Girder Lateral Stability and Stresses

The Contractor shall be responsible for safely lifting, storing, shipping and erecting prestressed concrete girders.

The Contract documents may provide shipping and handling details for girders including lifting embedment locations (L), shipping support locations (L₁ and L₂), minimum shipping support rotational spring constants (K₀), minimum shipping support center-to-center wheel spacings (W₀c₀), vertical deflections and number of temporary top strands. These shipping and handling details have been determined in accordance with Section 6-02.3(25)L2.

The Contractor shall submit a Type 2E Working Drawing analyzing girder lateral stability and concrete stresses during lifting, storage, shipping and erection in accordance with Section 6-02.3(25)L2 in the following cases:

1. Any of the analysis assumptions listed in Section 6-02.3(25)L2 are invalid. Determination of validity shall be made by the Contractor, except that analysis assumptions shall be considered invalid if the actual values are outside of the provided tolerances.

2. The Contractor intends to alter the shipping and handling details provided in the Contract documents.

3. The Contract documents do not provide shipping and handling details.

6-02.3(25)L2 Lateral Stability and Stress Analysis

Analysis for girder lateral stability and concrete stresses during lifting, storage, shipping and erection shall be in accordance with the PCI Recommended Practice for Lateral Stability of Precast, Prestressed Concrete Bridge Girders, First Edition, Publication CB-02-16-E and the AASHTO LRFD Bridge Design Specifications edition identified in the Contract documents. The following design criteria shall be met:

1. Factor of Safety against cracking shall be at least 1.0

2. Factor of Safety against failure shall be at least 1.5
3. Factor of Safety against rollover shall be at least 1.5
4. Allowable concrete stresses shall be as specified in Section 6-02.3(25)L3

The analysis shall address any effects on girder vertical deflection (camber), “A”
dimensions at centerline of bearings and deck screed cambers (C).

Shipping and handling details provided in the Contract documents have been
determined using the following analysis assumptions:

1. Girder dimensions, strand locations and lifting embedment locations are within
   the tolerances specified in Section 6-02.3(25)l
2. Girder horizontal alignment (sweep) is within the tolerance specified in Section
   6-02.3(25)J
3. Girder vertical deflection (camber) at midspan is less than or equal to the value
   shown in the Plans for shipping
4. Minimum concrete compressive strength at release (f’ c) has been reached
   before initial lifting from casting bed. Minimum concrete compressive strength
   at 28 days (f’ c) has been reached before shipping.
5. Height of girder bottom above roadway at shipping supports is less than or
   equal to 72 inches
6. Height of shipping support roll center above roadway is 24 inches, ± 2 inches
7. Shipping support longitudinal placement (L1 and L2) tolerance is ± 6 inches
8. Shipping support lateral placement tolerance is ±1 inches
9. Shipping supports provide the minimum shipping support rotational spring
    constant (Kθ) and minimum shipping support center-to-center wheel spacings
    (Wcc) shown in the Plans
10. For shipping at highway speeds a ± 20% dynamic load allowance (impact) is
    included with a typical roadway superelevation of 2%
11. For turning at slow speeds, no dynamic load allowance (impact) is included
    with a maximum roadway superelevation of 6%
12. Wind, centrifugal and seismic forces are not considered

6-02.3(25)L3 Allowable Stresses
Prestressed concrete girder stresses shall be limited to the following values at all stages
of construction and in service:

<table>
<thead>
<tr>
<th>Condition</th>
<th>Stress</th>
<th>Location</th>
<th>Allowable Stress (ksi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Stress at Transfer</td>
<td>Tensile</td>
<td>In areas without bonded reinforcement sufficient to resist the tensile force</td>
<td>$0.0948 \sqrt{\frac{f'<em>{c}}{f'</em>{c}}} \leq 0.2$</td>
</tr>
<tr>
<td>and Lifting from Casting Bed</td>
<td>in the concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>In areas with bonded reinforcement sufficient to resist the tensile force in the concrete</td>
<td>0.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compressive</td>
<td>All locations</td>
<td>0.65</td>
<td></td>
</tr>
<tr>
<td><strong>Temporary Stress at Shipping and Erection</strong></td>
<td><strong>Tensile</strong></td>
<td><strong>Compressive</strong></td>
<td></td>
</tr>
<tr>
<td>In areas without bonded reinforcement sufficient to resist the tensile force in the concrete</td>
<td>0.0948</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In areas with bonded reinforcement sufficient to resist the tensile force in the concrete when shipping at 6% superelevation, without impact</td>
<td>0.19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In areas with bonded reinforcement sufficient to resist the tensile force in the concrete when shipping at 6% superelevation, without impact</td>
<td>0.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compressive</td>
<td>All locations</td>
<td>0.65</td>
<td></td>
</tr>
<tr>
<td><strong>Final Stresses at Service Load</strong></td>
<td><strong>Tensile</strong></td>
<td><strong>Compressive</strong></td>
<td></td>
</tr>
<tr>
<td>Precompressed tensile zone</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective prestress and permanent loads</td>
<td>0.45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective prestress, permanent loads and transient (live) loads</td>
<td>0.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Final Stresses at Fatigue Load</strong></td>
<td><strong>Compressive</strong></td>
<td><strong>Fatigue I Load Combination plus one-half effective prestress and permanent loads</strong></td>
<td>0.40</td>
</tr>
</tbody>
</table>

Variables are as defined in the AASHTO LRFD Bridge Design Specifications.

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### 6-02.3(25)M Shipping

The last four paragraphs are deleted and replaced with the following:

Girder lateral stability and stresses during shipping shall be in accordance with Section 6-02.3(25)L1.

If the Contractor elects to assemble spliced prestressed concrete girders into shipping configurations not shown in the Contract documents, the Contractor shall submit a Type 2E Working Drawing analyzing girder lateral stability and concrete stresses in accordance with Section 6-02.3(25)L2 before shipping.

### 6-02.3(25)N Prestressed Concrete Girder Erection

The second sentence of the first paragraph is revised to read:
The erection plan shall conform to Section 6-02.3(25)L1.

The last paragraph is revised to read:

Stop plates and dowel bars for prestressed concrete girders shall be set with either epoxy grout conforming to Section 9-26.3 or type IV epoxy bonding agent conforming to Section 9-26.1.

6-02.3(25)O Girder to Girder Connections

The second paragraph is revised to read:

Prestressed concrete girders shall be constructed in the following sequence:

1. If required, deflections shall be equalized in accordance with the Contractor’s equalization plan.

2. Any intermediate diaphragms shall be placed and any weld ties shall be welded in accordance with Section 6-03.3(25). Welding ground shall be attached directly to the steel plates being welded when welding the weld-ties.

3. Any keyways between adjacent girders shown in the Plans to receive grout shall be filled flush with the surrounding surfaces using a grout conforming to Section 9-20.3(2).

4. Equalization equipment shall not be removed and other construction equipment shall not be placed on the structure until intermediate diaphragms and keyway grout have attained a minimum compressive strength of 2,500 psi.

6-02.3(26)D2 Test Block Dimensions

The first sentence is revised to read:

The dimensions of the test block perpendicular to the tendon in each direction shall be the smaller of twice the minimum edge distance or the minimum spacing specified by the special anchorage device manufacturer, with the stipulation that the concrete cover over any confining reinforcing steel or supplementary skin reinforcement shall be appropriate for the project-specific application and circumstances.

6-02.3(26)E2 Ducts for External Exposed Installation

In the first paragraph, "ASTM D3350" is revised to read "ASTM D3035".

In the fourth paragraph, "ASTM D3505" is revised to read "ASTM D3035".

6-02.3(26)G Tensioning

Item number 1 of the second paragraph is revised to read:

1. All concrete has reached a compressive strength of at least 4,000 psi or the strength specified in the Plans. When tensioning takes place prior to 28-day compressive strength testing on concrete sampled in accordance with Section 6-03.3(25)H, compressive strength shall be verified on field cured cylinders in accordance with the FOP for AASHTO T23.
6-02.3(27)A Use of Self-Consolidating Concrete for Precast Units
Item number 2 of the first paragraph is revised to read:

2. Precast reinforced concrete three-sided structures, box culverts and split box culverts in accordance with Section 7-02.3(6).

Section 6-05, Piling
August 1, 2016

In this section, the words “capacity” and “capacities” are replaced with “resistance” and “resistances”, respectively.

6-05.3(1) Piling Terms
The third paragraph is revised to read:

Overdriving – Over-driving of piles occurs when the ultimate bearing resistance calculated from the equation in Section 6-05.3(12), or the wave equation driving criteria if applicable, exceeds the ultimate bearing resistance required in the Contract in order to reach the minimum tip elevation specified in the Contract, or as required by the Engineer.

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

Minimum Tip Elevation – The minimum tip elevation is the elevation to which the pile tip shall be driven.

6-05.3(3)A Casting and Stressing
The last sentence of the third paragraph is revised to read:

If the corrective action is not acceptable to the Engineer, the piling(s) will be subject to rejection by the Engineer.

6-05.3(5) Manufacture of Steel Piles
This section is supplemented with the following new paragraph:

At least 14-days prior to the start of production of the piling, the Contractor shall advise the Engineer of the production schedule. The Contractor shall give the Inspector safe and free access to the Work. If the Inspector observes any nonspecification Work or unacceptable quality control practices, the Inspector will advise the plant manager. If the corrective action is not acceptable to the Engineer, the piling(s) will be subject to rejection by the Engineer.

6-05.3(9)A Pile Driving Equipment Approval
The first sentence of the second paragraph is revised to read:

The Contractor shall submit Type 2E Working Drawings consisting of a wave equation analysis for all pile driving systems used to drive piling with required maximum driving resistances of greater than 300 tons.
Section 6-07, Painting
April 3, 2017

6-07.3(10)A Containment
The first sentence of the fourth paragraph is replaced with the following two new sentences:

The containment system shall ensure no discharge into waters of the state. When there is no threat of discharging to the waters of the state, emissions shall not exceed the Level 2 Emissions standard in SSPC Technology Guide No. 6, Section 5.5, and assessed by Method A, Visible Emissions.

6-07.3(10)F Collecting, Testing, and Disposal of Containment Waste
The third, fourth and fifth paragraphs are deleted and replaced with the following two new paragraphs:

Containment waste is defined as all paint chips and debris removed from the steel surface and all abrasive blast media, as contained by the containment system. After all waste from the containment system has been collected, the Contractor shall collect representative samples of the components that field screening indicates are lead-contaminated material. The Contractor shall collect at least one representative sample from each container. The Contractor may choose to collect a composite sample of each container, but the composite sample must consist of several collection points (a minimum of 3 random samples) that are representative of the entire contents of the container and representative of the characteristics of the type of waste in the container. In accordance with WAC 173–303-040, a representative sample means “a sample which can be expected to exhibit the average properties of the sample source.”

The debris shall be tested for metals using the Toxicity Characteristics Leaching Procedure (TCLP) and EPA Methods 1311 and 6010. At a minimum, the materials should be analyzed for the Resource Conservation and Recovery Act (RCRA) 8 Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver). Pursuant to the Dangerous Waste (DW) Regulations Chapter 173-303-90(8)(c) WAC, “Any waste that contains contaminants which occur at concentrations at or above the DW threshold must be designated as DW.” All material within each individual container or containment system that designates as DW shall be disposed of at a legally permitted Subtitle C Hazardous Waste Landfill. All material within each individual container or containment system that designate below the DW threshold, will be designated as “Solid Waste” and shall be disposed of at a legally permitted Subtitle D Landfill. Disposal shall be in accordance with WAC 173-303 for waste designated “Dangerous Waste” and pursuant to WAC 173-350 for waste designated as “Solid Waste”.

Section 6-09, Modified Concrete Overlays
April 4, 2016

6-09.3(8)A Quality Assurance for Microsilica Modified and Fly Ash Modified Concrete Overlays
The first sentence of the first paragraph is revised to read the following two new sentences:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.
The last paragraph is deleted.

6-09.3(8)B  Quality Assurance for Latex Modified Concrete Overlays
The first two paragraphs are deleted and replaced with the following:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in
accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor
has turned over the concrete for acceptance testing. The Engineer will perform testing
as the concrete is being placed. Samples shall be taken on the first charge through
each mobile mixer and every other charge thereafter. The sample shall be taken after
the first 2 minutes of continuous mixer operation. Concrete samples for testing shall be
supplied to the Engineer in accordance with Section 6-02.3(5)E.

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

Recommendations made by the technical representative on or off the jobsite shall be
adhered to by the Contractor.

Section 6-10, Concrete Barrier
August 1, 2016

6-10.3(5)  Temporary Concrete Barrier
This section title is revised to read:

Temporary Barrier

The first paragraph is revised to read:

For temporary barrier, the Contractor may use precast concrete barrier or temporary
steel barrier. Temporary concrete barrier shall comply with Standard Plan requirements
and cross-sectional dimensions, except that: (1) it may be made in other lengths than
those shown in the Standard Plan, and (2) it may have permanent lifting holes no larger
than 4 inches in diameter or lifting loops. Temporary steel barrier shall be certified that it
meets NCHRP 350 or MASH crash test requirements and shall be installed in
accordance with the manufacturer’s recommendations.

6-10.4  Measurement
The first sentence of the second paragraph is revised to read:

Temporary barrier will be measured by the linear foot along the completed line and
slope of the barrier, one time only for each setup of barrier protected area.

6-10.5  Payment
The Bid item “Temporary Conc. Barrier”, per linear foot, and the paragraph following this Bid
item, is revised to read:

“Temporary Barrier”, per linear foot.

The unit Contract price per linear foot for “Temporary Barrier” shall be full pay for all
costs, including furnishing, installing, connecting, anchoring, maintaining, temporary
storage, and final removal of the temporary barrier.
Section 6-14, Geosynthetic Retaining Walls
January 3, 2017

6-14.3(2) Submittals
The first sentence of the first paragraph is revised to read:

The Contractor shall submit Type 2E Working Drawings consisting of detailed plans for each wall.

6-14.5 Payment
The bid item “Concrete Fascia Panel”, per square foot, and the paragraph following this bid item are revised to read:

“Concrete Fascia Panel For Geosynthetic Wall”, per square foot.

All costs in connection with constructing the concrete fascia panels as specified shall be included in the unit Contract price per square foot for “Concrete Fascia Panel For Geosynthetic Wall”, including all steel reinforcing bars, premolded joint filler, polyethylene bond breaker strip, joint sealant, PVC pipe for weep holes, exterior surface finish, and pigmented sealer (when specified), constructing and placing the concrete footing, edge beam, anchor beam, anchor rod assembly, and backfill.

Section 6-19, Shafts
January 3, 2017

6-19.3 Construction Requirements
This section is supplemented with the following new subsection:

6-19.3(10) Engineer’s Final Acceptance of Shafts
The Engineer will determine final acceptance of each shaft, based on the nondestructive QA test results and analysis for the tested shafts, and will provide a response to the Contractor within 3 working days after receiving the test results and analysis submittal.

6-19.3(1)B Nondestructive Testing of Shafts
This section’s content is deleted and replaced with the following new subsections:

6-19.3(1)B1 Nondestructive Quality Assurance (QA) Testing of Shafts
Unless otherwise specified in the Special Provisions, the Contractor shall perform nondestructive QA testing of shafts, except for those constructed completely in the dry. Either crosshole sonic log (CSL) testing in accordance with ASTM D 6760 or thermal integrity profiling (TIP) testing in accordance with ASTM D 7949 shall be used.

6-19.3(1)B2 Nondestructive Quality Verification (QV) Testing of Shafts
The Contracting Agency may perform QV nondestructive testing of shafts that have been QA tested by the Contractor. The Contracting Agency may test up to ten percent of the shafts. The Engineer will identify the shafts selected for QV testing and the testing method the Contracting Agency will use.

The Contractor shall accommodate the Contracting Agency’s nondestructive testing.
6-19.3(2) Shaft Construction Submittal

This section is revised to read:

The shaft construction submittal shall be comprised of the following four components: construction experience; shaft installation narrative; shaft slurry technical assistance; and nondestructive QA testing personnel. The submittals shall be Type 2 Working Drawings, except the shaft slurry technical assistance and nondestructive QA testing personnel submittals shall be Type 1.

This section is supplemented with the following new subsection:

6-19.3(2)D Nondestructive QA Testing Organization and Personnel

The Contractor shall submit the names of the testing organizations, and the names of the personnel who will conduct nondestructive QA testing of shafts. The submittal shall include documentation that the qualifications specified below are satisfied. For TIP testing, the testing organization is the group that performs the data analysis and produces the final report. The testing organizations and the testing personnel shall meet the following minimum qualifications:

1. The testing organization shall have performed nondestructive tests on a minimum of three deep foundation projects in the last two years.

2. Personnel conducting the tests for the testing organization shall have a minimum of one year experience in nondestructive testing and interpretation.

3. The experience requirements for the organization and personnel shall be consistent with the testing methods the Contractor has selected for nondestructive testing of shafts.

4. Personnel preparing test reports shall be a Professional Engineers, licensed under Title 18 RCW, State of Washington, and in accordance with WAC 196-23-020.

6-19.3(3) Shaft Excavation

The second paragraph is revised to read:

Shaft excavation shall not be started until the Contractor has received the Engineer’s acceptance for the reinforcing steel centralizers required when the casing is to be pulled during concrete placement.

This section is supplemented with the following:

Except as otherwise noted, the Contractor shall not commence subsequent shaft excavations until receiving the Engineer’s acceptance of the reinforcing steel centralizers required when the casing is to be pulled during concrete placement. The Contractor may commence subsequent shaft excavations prior to receiving the Engineer’s acceptance of the first shaft, provided the following condition is satisfied:

The Engineer permits continuing with shaft construction based on the Engineer’s observations of the construction of the first shaft, including, but not limited to, conformance to the shaft installation narrative in accordance with Section 6-
19.3(2)B, and the Engineer’s review of Contractor’s daily reports and Inspector’s daily logs concerning excavation, steel reinforcing bar placement, and concrete placement.

6-19.3(5)B Steel Reinforcing Bar Cage Centralizers
This section is supplemented with the following new sentence:

The Contractor shall furnish and install additional centralizers as required to maintain the specified concrete cover throughout the length of the shaft.

6-19.3(5)C Concrete Cover Over Steel Reinforcing Bars
In the table, the second column (including heading) is revised to read:

| Minimum Concrete Cover, and Concrete Cover Tolerance, Except at Permanent Slip Casing (Inches) |
|---------------------------------|---------------------------------|
| 3, -1½                          |                                 |
| 4, -2                           |                                 |
| 4, -2                           |                                 |
| 6, -3                           |                                 |

The following new paragraph is inserted after the table:

The concrete cover tolerances specified above apply to the concrete cover specified in the Plans, even if it exceeds the minimum concrete cover.

6-19.3(6) Access Tubes for Crosshole Sonic Log (CSL) Testing
This section title is revised to read:

6-19.3(6) Contractor Furnished Accessories for Nondestructive QA Testing
This section is supplemented with the following three new subsections:

6-19.3(6)D Shafts Requiring Thermal Wire
The Contractor shall furnish and install thermal wire in all shafts receiving the thermal wire method of TIP testing, except as otherwise noted in Section 6-19.3(1)B1.

6-19.3(6)E Thermal Wire and Thermal Access Points (TAPs)
The thermal wire and associated couplers shall be obtained from the source specified in the Special Provisions.

The Contractor shall securely attach the thermal wire to the interior of the reinforcement cage of the shaft in conformance with the supplier’s instructions. At a minimum, one thermal wire shall be furnished and installed for each foot of shaft diameter, rounded to the nearest whole number, as shown in the Plans. The number of thermal wires for shaft diameters specified as "X feet 6 inches" shall be rounded up to the next higher whole number. The thermal wires shall be placed around the shaft, inside the spiral or hoop reinforcement, and tied to the vertical reinforcement with plastic "zip" ties at a maximum spacing of 2-feet. Steel tie wire shall not be used.
The thermal wire shall be installed in straight alignment and taut, but with enough slack to not be damaged during reinforcing cage lofting. The wires shall be as near to parallel to the vertical axis of the reinforcement cage as possible. The thermal wire shall extend from the bottom of the reinforcement cage to the top of the shaft, with 15-feet of slack wire provided above the top of shaft. Care shall be taken to prevent damaging the thermal wires during reinforcement cage installation and concrete placement operations in the shaft excavation.

After completing shaft reinforcement cage fabrication at the site and prior to installation of the cage into the shaft excavation, the Contractor shall install and connect thermal access points (TAPs) to the thermal wires. The TAPs shall record data for at least one hour after the cage is placed in the excavation to measure the slurry temperature and enable the steel and slurry temperatures to equilibrate prior to placing concrete in the shaft. The TAPs shall record and store data every 15 minutes. The TAPs shall remain active for a minimum of 36 hours.

Prior to beginning concrete placement the TAPs shall be checked to ensure they are recording data and that the wires have not been damaged. If a TAP unit is not functioning due to a damaged wire, the Contractor shall repair or replace the wire. If a TAP unit fails or a wire breaks after concrete placement has started, the Contractor shall not stop the concrete placement operation to repair the wire.

6-19.3(6)F Use of Access Tubes for TIP Testing Under the Thermal Probe Method

The Contractor may use access tubes for TIP testing under the thermal probe method. Access tubes shall be cared for in accordance with Section 6-19.3(6)C. Prior to TIP testing under the thermal probe method, the water in each tube shall be removed, collected, and stored in an insulated container. The access tube shall be blown dry and swabbed to remove residual water. After TIP testing, the collected and stored tube water shall be introduced back into the access tube. New potable water may be used, provided the water temperature is not more than 10°F cooler than the average concrete temperature measured by the probe.

6-19.3(6)A Shafts Requiring CSL Access Tubes

This section, including title, is revised to read:

6-19.3(6)A Shafts Requiring Access Tubes

The Contractor shall furnish and install access tubes in all shafts receiving CSL testing or the thermal probe method of TIP testing, except as otherwise noted in Section 6-19.3(1)B1.

6-19.3(6)B Orientation and Assembly of the CSL Access Tubes

This section’s title is revised to read:

6-19.3(6)B Orientation and Assembly of the Access Tubes

6-19.3(6)C Care for CSL Access Tubes from Erection through CSL Testing

This section’s title is revised to read:
6-19.3(6)C  Care for Access Tubes from Erection Through Nondestructive QA Testing

The second sentence is revised to read:

The Contractor shall keep all of a shaft's access tubes full of water through the completion of nondestructive QA testing of that shaft.

6-19.3(7)A  Concrete Class for Shaft Concrete

This section is revised to read:

Shaft concrete shall be Class 5000P conforming to Section 6-02.

6-19.3(7)B  Concrete Placement Requirements

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

The Section 6-02.3(6) restriction for 5 feet maximum free fall shall not apply to placement of concrete into a shaft.

6-19.3(7)I  Requirements for Placing Concrete Above the Top of Shaft

This section is revised to read:

Concrete shall not be placed above the top of shaft (for column splice zones, columns, footings, or shaft caps) until the Contractor receives the Engineer's acceptance of nondestructive QA testing, if performed at that shaft, and acceptance of the shaft.

6-19.3(9)  Nondestructive Testing of Shafts (Crosshole Sonic Log (CSL) Testing)

This section, including title, is revised to read:

6-19.3(9)  Nondestructive QA Testing of Shafts

The Contractor shall provide nondestructive QA testing and analysis on all shafts with access tubes or thermal wires and TAPs facilitating the testing (See Section 6-19.3(1)B). The testing and analysis shall be performed by the testing organizations identified by the Contractor's submittal in accordance with Section 6-19.3(2)D.

The Engineer may direct that additional testing be performed at a shaft if anomalies or a soft bottom are detected by the Contractor's testing. If additional testing at a shaft confirms the presence of a defect(s) in the shaft, the testing costs and the delay costs resulting from the additional testing shall be borne by the Contractor in accordance with Section 1-05.6. If the additional testing indicates that the shaft has no defect, the testing costs and the delay costs resulting from the additional testing will be paid by the Contracting Agency in accordance with Section 1-05.6, and, if the shaft construction is on the critical path of the Contractor's schedule, a time extension equal to the delay created by the additional testing will be granted in accordance with Section 1-08.8.

6-19.3(9)A  Schedule of CSL Testing

This section, including title, is revised to read:
6-19.3(9)A TIP Testing Using Thermal Probes or CSL Testing

If selected as the nondestructive QA testing method by the Contractor, TIP testing using thermal probes, or CSL testing shall be performed after the shaft concrete has cured at least 96 hours. Additional curing time prior to testing may be required if the shaft concrete contains admixtures, such as set retarding admixture or water-reducing admixture, added in accordance with Section 6-02.3(3). The additional curing time prior to testing required under these circumstances shall not be grounds for additional compensation or extension of time to the Contractor in accordance with Section 1-08.8.

6-19.3(9)B Inspection of CSL Access Tubes

This section's title is revised to read:

6-19.3(9)B Inspection of Access Tubes

6-19.3(9)C Engineer’s Final Acceptance of Shafts

This section, including title, is revised to read:

6-19.3(9)C TIP Testing With Thermal Wires and TAPs

If selected as the nondestructive QA testing method by the Contractor, TIP testing with thermal wires and TAPs (See Section 6-19.3(6)E) shall be performed. The TIP testing shall commence at the beginning of the concrete placement operation, recording temperature readings at 15-minute intervals until the peak temperature is captured in the data. Additional curing time may be required if the shaft concrete contains admixtures, such as set retarding admixture or water-reducing admixture, added in accordance with Section 6-02.3(3). The additional curing time required under these circumstances shall not be grounds for additional compensation or extension of time to the Contractor in accordance with Section 1-08.8.

TIP testing shall be conducted at all shafts in which thermal wires and TAPs have been installed for thermal wire analysis (Section 6-19.3(6)A).

6-19.3(9)D Requirements to Continue Shaft Excavation Prior to Acceptance of First Shaft

This section, including title, is revised to read:

6-19.3(9)D Nondestructive QA Testing Results Submittal

The Contractor shall submit the results and analysis of the nondestructive QA testing for each shaft tested. The Contractor shall submit the test results within three working days of testing. Results shall be a Type 1 Working Drawing presented in a written report.

TIP reports shall include:

1. A map or plot of the wire/tube location within the shaft and their position relative to a known and identifiable location, such as North.

2. Graphical displays of temperature measurements versus depth of each wire or tube for the analysis time selected, overall average temperature with depth, shaft radius or diameter with depth, concrete cover versus cage position with depth, and effective radius.
3. The report shall identify unusual temperatures, particularly significantly cooler local deviations from the overall average.

4. The report shall identify the location and extent where satisfactory or questionable concrete is identified.

   a. Satisfactory (S) - 0 to 6% Effective Radius Reduction and Cover Criteria Met

   b. Questionable (Q) - Effective Local Radius Reduction > 6%, Effective Local Average Diameter Reduction > 4%, or Cover Criteria Not Met

5. Variations in temperature between wire/tubes (at each depth) which in turn correspond to variations in cage alignment.

6. Where shaft specific construction information is available (e.g. elevations of the top of shaft, bottom of casing, bottom of shaft, etc.), these values shall be noted on all pertinent graphical displays.

   CSL reports shall include:

   1. A map or plot of the tube location within the shaft and their position relative to a known and identifiable location, such as North.

   2. Graphical displays of CSL Energy versus Depth and CSL signal arrival time versus depth or velocity versus depth.

   3. The report shall identify the location and extent where good, questionable, and poor concrete is identified, where no signal was received, or where water is present.

      a. Good (G) - No signal distortion and decrease in signal velocity of 10% or less is indicative of good quality concrete.

      b. Questionable (Q) - Minor signal distortion and a lower signal amplitude with a decrease in signal velocity between 10% and 20%.

      c. Poor (P) - Severe signal distortion and much lower signal amplitude with a decrease in signal velocity of 20% or more.

      d. No Signal (NS) - No signal was received.

      e. Water (W) - A measured signal velocity of nominally $V = 4,800$ to $5,000$ fps.

All QA test reports will provide a recommendation to accept the shaft as-is, recommendation for further review by the Engineer, or will provide a plan for further testing, investigation or repair to address any deficiencies identified by the testing.

6-19.3(9)E Additional CSL Testing

This section, including title, is revised to read:
6-19.3(9)E  Vacant

6-19.3(9)I Requirements for CSL Access Tubes and Cored Holes After CSL Testing
This section’s title is revised to read:

6-19.3(9)I Requirements for Access Tubes and Cored Holes After CSL Testing

6-19.4 Measurement
This section is revised to read:

Constructing shafts will be measured by the linear foot. The linear foot measurement will be calculated using the top of shaft elevation and the bottom of shaft elevation for each shaft as shown in the Plans.

Rock excavation for shaft, including haul, will be measured by the linear foot of shaft excavated. The linear feet measurement will be computed using the top of the rock line, defined as the highest bedrock point within the shaft diameter, and the bottom elevation shown in the Plans.

QA shaft test will be measured once per shaft tested.

6-19.5 Payment
This section is revised to read:

Payment will be made for the following Bid items when they are included in the Proposal:

“Constructing___Diam. Shaft”, per linear foot.

The unit Contract price per linear foot for “Constructing___Diam. Shaft” shall be full pay for performing the Work as specified, including:

1. Soil excavation for shaft, including all costs in connection with furnishing, mixing, placing, maintaining, containing, collecting, and disposing of all mineral, synthetic and water slurry, and disposing of groundwater collected by the excavated shaft.

2. Furnishing and placing temporary shaft casing, including temporary casing in addition to the required casing specified in the Special Provisions, and including all costs in connection with completely removing the casing after completing shaft construction.

3. Furnishing permanent casing for shaft.

4. Placing permanent casing for shaft.

5. Casing shoring, including all costs in connection with furnishing and installing casing shoring above the specified upper limit for casing shoring but necessary to provide for sufficient water head pressure to resist artesian water pressure present in the shaft excavation, removing casing shoring, and placing seals when required.
6. Furnishing and placing steel reinforcing bar and epoxy-coated steel reinforcing bar, including furnishing and installing steel reinforcing bar centralizers.

7. Installation of CSL tubes or thermal wires.

8. Furnishing, placing and curing concrete to the top of shaft or to the construction joint at the base of the shaft-column splice zone as applicable.

Payment for “Constructing ___ Diam. Shaft” will be made upon Engineer acceptance of the shaft, including completion of satisfactory QA shaft tests as applicable.

“Rock Excavation For Shaft Including Haul”, per linear foot. When rock excavation is encountered, payment for rock excavation is in addition to the unit Contract price per linear foot for “Constructing ___ Diam. Shaft”.

“Shoring Or Extra Excavation Cl. A - ___”, lump sum. The lump sum Contract price for “Shoring Or Extra Excavation Cl. A - ___” shall be full pay for performing the Work as specified, including all costs in connection with all excavation outside the limits specified for soil and rock excavation for shaft including haul, all temporary telescoping casings, and all temporary casings beyond the limits of required temporary casing specified in the Special Provisions.

“QA Shaft Test”, per each. The unit Contract price per each for “QA Shaft Test” shall be full pay for performing the Work as specified, including operating all associated accessories necessary to record and process data and develop the summary QA test reports. Section 1-04.6 does not apply to this bid item.

“Removing Shaft Obstructions”, estimated. Payment for removing, breaking-up, or pushing aside shaft obstructions, as defined in Section 6-19.3(3)E, will be made for the changes in shaft construction methods necessary to deal with the obstruction. The Contractor and the Engineer shall evaluate the effort made and reach agreement on the equipment and employees utilized, and the number of hours involved for each. Once these cost items and their duration have been agreed upon, the payment amount will be determined using the rate and markup methods specified in Section 1-09.6. For the purpose of providing a common proposal for all Bidders, the Contracting Agency has entered an amount for the item “Removing Shaft Obstructions” in the Bid Proposal to become a part of the total Bid by the Contractor.

If drilled shaft tools, cutting teeth, casing or Kelly bar is damaged as a result of the obstruction removal work, the Contractor will be compensated for the costs to repair this equipment in accordance with Section 1-09.6.

If shaft construction equipment is idled as a result of the Work required to deal with the obstruction and cannot be reasonably reassigned within the project, then standby payment for the idled equipment will be added to the payment calculations. If labor is idled as a result of the Work required to deal with the obstruction and cannot be reasonably reassigned within the project, then all labor costs resulting
from Contractor labor agreements and established Contractor policies will be added to the payment calculations.

The Contractor shall perform the amount of obstruction Work estimated by the Contracting Agency within the original time of the Contract. The Engineer will consider a time adjustment and additional compensation for costs related to the extended duration of the shaft construction operations, provided:

1. The dollar amount estimated by the Contracting Agency has been exceeded, and

2. The Contractor shows that the obstruction removal Work represents a delay to the completion of the project based on the current progress schedule provided in accordance with Section 1-08.3.

Section 7-02, Culverts

January 3, 2017

7-02.2 Materials

The following three new items are inserted after the item “Aggregate for Portland Cement Concrete:

- Gravel Backfill for Pipe Zone Bedding 9-03.12(3)
- Butyl Rubber Sealant 9-04.11
- External Sealing Band 9-04.12

The last paragraph is deleted.

7-02.3(6) Precast Reinf. Conc. Three Sided Structures, Box Culverts and Split Box Culverts

This section is supplemented with the following new paragraph:

When the Plans include a complete set of design details for a Structure (defining panel shapes and dimensions, concrete strength requirements, and steel reinforcing bar, joint, and connection details), the design and load rating preparation and calculation submittal requirements of Sections 7-02.3(6)A1 and 7-02.3(6)A2 do not apply for the components shown in the Plans, but all other requirements of this Section remain in effect. The Contractor may propose alternate concrete culvert designs, accommodating the same rise, span, and length as shown in the Plans, to replace the Structure details shown in the Plans. If an alternate concrete culvert design is proposed, all of the requirements of this Section, including design and load rating preparation and calculation submittal, apply.

7-02.3(6)A General

This section is supplemented with the following two new paragraphs:

Tolerances for PRCTSS shall be as follows:

1. Internal Dimensions – The internal dimension shall not vary more than 1 percent or 2 inches, whichever is less, from the Plan dimensions. The haunch dimensions shall not vary more than $\frac{3}{4}$ inch from the Plan dimensions.
2. Slab and Wall Thickness – The slab and wall thickness shall not be less than that shown in the Plans by more than 5 percent or \( \frac{1}{2} \) inch, whichever is greater. A thickness more than that required in the Plans will not be a cause for rejection if proper joining is not affected.

3. Length of Opposite Surfaces – Variations in lengths of two opposite surfaces of the three-sided section shall not be more than \( \frac{3}{4} \) inch unless beveled sections are being used to accommodate a curve in the alignment.

4. Reinforcing steel placement shall meet the tolerances specified in Section 6-02.3(24)C.

Tolerances for PRCBC and PRCSBC shall be as follows:

1. Internal Dimensions – The internal dimensions shall not vary more than 1 percent from the Plan dimensions. If haunches are used, the haunch dimensions shall not vary more than \( \frac{1}{4} \) inch from the Plan dimensions.

2. Slab and Wall Thickness – The slab and wall thickness shall not be less than that shown in the Plans by more than 5 percent or \( \frac{3}{16} \) inch, whichever is greater. A thickness more than that required in the Plans will not be a cause for rejection.

3. Length of Opposite Box Segments – Variations in lengths of two opposite surfaces of the box segments shall not be more than \( \frac{1}{8} \) inch per foot of internal span, with a maximum of \( \frac{5}{8} \) inch for all sizes through 7 feet internal span, and a maximum of \( \frac{3}{4} \) inch for internal spans greater than 7 feet, except where beveled sections are being used to accommodate a curve in the alignment.

4. Length of Box Segments – The underrun in length of a segment shall not be more than \( \frac{1}{6} \) inch per foot of length with a maximum of \( \frac{1}{2} \) inch in any box segment.

5. Length of Legs and Slabs – The variation in length of the legs shall not be more than \( \frac{1}{6} \) inch per foot of the rise of the leg per leg with a maximum of \( \frac{5}{8} \) inches. The differential length between opposing legs of the same segment shall not be more than \( \frac{1}{2} \) inch. Length of independent top slab spans shall not vary by more than \( \frac{1}{6} \) inch per foot of span of the top slab, with a maximum of \( \frac{5}{8} \) inches.

6. Reinforcing steel placement shall meet the tolerances specified in Section 6-02.3(24)C.

This section is supplemented with the following new subsection:

7-02.3(6)A5 Wingwalls and Retaining Walls

Wingwalls and retaining walls (including cutoff walls and headwalls) shall be constructed in accordance with the Contractor’s design and Working Drawing submittal or when the Plans include a complete set of design details for a wall (defining panel shapes and dimensions, concrete strength requirements, and steel reinforcing bar, joint, and connection details), the details shown in the Plans.
Precast concrete construction shall conform to Sections 6-02.3(28) and 6-11.3(3).

Culvert bedding material shall be furnished, placed, and compacted in accordance with Section 7-02.3(6)A4.

### 7-02.3(6)A1 Design Criteria

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

Whenever the minimum finished backfill or surfacing depth above the top of the Structure is less than 1'-0" (except when the top of the Structure is directly exposed to vehicular traffic), either all steel reinforcing bars in the span unit shall be epoxy-coated with 2" minimum concrete cover from the face of concrete to the face of the top mat of steel reinforcing bars, or the minimum concrete cover shall be 2½".

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

Concrete cover from the face of any concrete surface to the face of any steel reinforcement shall be 1-inch minimum end clearance at all joints, and 2-inches minimum at all other locations.

### 7-02.3(6)A2 Submittals

The first paragraph is revised to read:

The Contractor shall submit shop drawings of the precast Structures. Fabrication shop drawings replicating complete design details when shown in the Plans shall be Type 2 Working Drawings. Submittals completing the design based on the schematic geometric requirements shown in the Plans, or proposing a Contractor designed alternative concrete culvert Structure shall be Type 2E Working Drawings with supporting design calculations.

The last paragraph is revised to read:

For precast Structures with a span length greater than 20-feet (as defined in Section 7-02.3(6)A1), except when the depth of fill above the top of culvert exceeds the Structure span length, a Type 2E Working Drawing shall be submitted consisting of a load rating report prepared in accordance with the AASHTO Manual for Bridge Evaluation and WSDOT Bridge Design Manual LRFD M 23-50 Chapter 13. Soil pressures used shall include effects from the backfill material and compaction methods, and shall be in accordance with the WSDOT Geotechnical Design Manual M 46-03 and the geotechnical report prepared for the project.

### 7-02.3(6)A3 Casting

This section is revised to read:

Concrete shall conform to Section 6-02.3(28)B, with a 28-day compressive strength as specified in the Plans or the Working Drawings submittal.

### 7-02.3(6)A4 Excavation and Bedding Preparation

The last paragraph is revised to read:
The upper layer of bedding course shall be a 6-inch minimum thickness layer of culvert bedding material, defined as granular material either conforming to Section 9-03.12(3) or to AASHTO Grading No. 57 as specified in Section 9-03.1(4)C. The plan limits of the culvert bedding material shall extend 1-foot beyond the plan limits of the culvert or the Structure footing as applicable. The culvert bedding material shall be compacted in accordance with the Section 2-09.3(1)E requirements for gravel backfill for drains. After compaction, the culvert bedding material shall be screeded transversely to the specified line and grade. Voids in the screeded culvert bedding material shall be filled and then rescreeded prior to erecting the precast Structure.

7-02.3(6)B3 Erection

The last paragraph is revised to read:

Adjacent precast sections shall be connected by welding the weld-tie anchors in accordance with Section 6-03.3(25). Welding ground shall be attached directly to the steel plates being welded when welding the weld-ties. The weld-tie anchor spacing shall not exceed 6'-0". After connecting the weld-tie anchors, the Contractor shall paint the exposed metal surfaces with one coat of field primer conforming to Section 9-08.1(2)F. Keyways shall be filled with grout conforming to Section 9-20.3(2).

7-02.3(6)C1 Casting

This section is revised to read:

PRCSBC shall consist of lid elements and "U" shaped base elements. The vertical legs of the "U" shaped base elements shall be full height matching the rise of the culvert, except as otherwise specified for culvert spans greater than 20-feet. For PRCSBC spans greater than 20-feet (as defined in Section 7-02.3(6)A1), the lid elements may include vertical legs of a maximum length of 4-feet.

All vertical and horizontal joints of PRCBC and PRCSBC elements shall be tongue and groove type joints, except PRCBC and PRCSBC of 20-foot span or less may have keyway joints connected by weld-tie anchors in accordance with Section 6-02.3(25)O. The weld-tie anchor spacing shall not exceed 6'-0". There shall be at least two galvanized steel tie plates across each top unit tongue and groove joint and each tongue and groove joint between upper and lower units, unless otherwise shown in the Plans or required by the seismic designed completed in accordance with Section 7-02.3(6)A1.

7-02.3(6)C3 Erection

This section is revised to read:

PRCBC and PRCSBC shall be erected and backfilled in accordance with the erection sequence specified in the Working Drawing submittal, and the construction equipment restrictions specified in Section 6-02.3(25)O.

The Contractor shall install a continuous strip of butyl rubber sealant within all tongue and groove joints prior to connecting the precast elements together. The butyl rubber sealant shall have a minimum cross section of $\frac{1}{2}$-inch by $1\frac{1}{2}$-inch, unless otherwise shown in the Plans.
After connecting the joints with weld-tie anchors, the Contractor shall paint the exposed metal surfaces with one coat of field primer conforming to Section 9-08.1(2)F. Keyways shall be filled with grout conforming to Section 9-20.3(2).

The Contractor shall wrap all exterior joints along the top and sides of the PRCBC and PRCSBC with a 12-inch wide strip of external sealing band centered about the joint and adhesively bonded to the concrete surface.

Backfill beside the PRCBC and PRCSBC shall be brought up in sequential layers, compacted concurrently. The difference in backfill height on opposing sides of the Structure shall not exceed 2-feet.

7-02.4 Measurement
This section is supplemented with the following:

Culvert bedding material will be measured by the cubic yard of material placed.

7-02.5 Payment
This section is supplemented with the following:

“Culvert Bedding Material”, per cubic yard.

Section 8-01, Erosion Control and Water Pollution Control
August 1, 2016

8-01.2 Materials
This section is supplemented with the following new paragraph:

Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.

8-01.3(7) Stabilized Construction Entrance
The last sentence of the first paragraph is revised to read:

Material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

8-01.3(8) Street Cleaning
This section is revised to read:

Self-propelled street sweepers shall be used to remove and collect sediment and other debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards.

Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

Street washing with water will require the concurrence of the Engineer.
Section 8-10, Guide Posts
January 4, 2016

8-10.3 Construction Requirements
The last sentence of the second paragraph is deleted.

Section 8-11, Guardrail
January 17, 2017

8-11.3(1)C Terminal and Anchor Installation
This section is supplemented with the following new paragraph:

Beam Guardrail Non-flared Terminals for Type 1 guardrail shall meet the crash test and evaluation criteria of NCHRP 350 or the Manual for Assessing Safety Hardware (MASH). Beam Guardrail Non-flared Terminals for Type 31 guardrail shall meet the crash test and evaluation criteria of MASH.

8-11.3(1)F Removing and Resetting Beam Guardrail
The last sentence of the first paragraph is deleted.

8-11.5 Payment
The paragraph following the Bid item “Removing and Resetting Beam Guardrail”, per linear foot is revised to read:

The unit Contract price per linear foot for “Removing and Resetting Beam Guardrail” shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)F, except for replacement posts and blocks.

The paragraph following the Bid item “Raising Existing Beam Guardrail”, per linear foot is revised to read:

The unit Contract price per linear foot for “Raising Existing Beam Guardrail” shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)E, except for replacement posts and blocks.

Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical
January 3, 2017

8-20.1(1) Regulations and Code
The second paragraph is revised to read:

Wherever reference is made in these Specifications or in the Special Provisions to the Code, the rules, or the standards mentioned above, the reference shall be construed to mean the code, rule, or standard that is in effect on the Bid advertisement date.

8-20.3(5)A General
The last paragraph is revised to read:

Immediately after the sizing mandrel has been pulled through, install an equipment grounding conductor if applicable (see Section 8-20.3(9)) and any new or existing wire
or cable as specified in the Plans. Where conduit is installed for future use, install a 200-pound minimum tensile strength pull string with the equipment grounding conductor. The pull string shall be attached to duct plugs or caps at both ends of the conduit.

8-20.3(5)A1 Fiber Optic Conduit
The last paragraph is deleted.

8-20.3(5)B Conduit Type
The second and third paragraphs are deleted and replaced with the following new paragraph:

PVC and HDPE conduits shall be Schedule 80 unless installed as innerduct.

8-20.3(5)D Conduit Placement
Item number 2 is revised to read:

2. 24-inches below the top of the untreated surfacing on a Roadbed.

8-20.3(9) Bonding, Grounding
The following two new paragraphs are inserted after the first paragraph:

Install an equipment grounding conductor in all new conduit, whether or not the equipment grounding conductor is called for in the wire schedule.

For each new conduit with innerduct install an equipment grounding conductor in only one of the innerducts unless otherwise required by the NEC or the Plans.

The fourth paragraph (after the preceding Amendments are applied) is revised to read:

Bonding jumpers and equipment grounding conductors meeting the requirements of Section 9-29.3(2)A3 shall be minimum #8 AWG, installed in accordance with the NEC. Where existing conduits are used for the installation of new circuits, an equipment grounding conductor shall be installed unless an existing equipment ground conductor, which is appropriate for the largest circuit, is already present in the existing raceway. The equipment ground conductor between the isolation switch and the sign lighter fixtures shall be minimum #14 AWG stranded copper conductor. Where parallel circuits are enclosed in a common conduit, the equipment-grounding conductor shall be sized by the largest overcurrent device serving any circuit contained within the conduit.

The second sentence of the fifth paragraph (after the preceding Amendments are applied) is revised to read:

A non-insulated stranded copper conductor, minimum #8 AWG with a full circle crimp on connector (crimped with a manufacturer recommended crimper) shall be connected to the junction box frame or frame bonding stud, the other end shall be crimped to the equipment bonding conductor, using a “C” type crimp connector.

The last two sentences of the sixth paragraph (after the preceding Amendments are applied) are revised to read:
For light standards, signal standards, cantilever and sign bridge Structures the supplemental grounding conductor shall be #4 AWG non-insulated stranded copper conductor. For steel sign posts which support signs with sign lighting or flashing beacons the supplemental grounding conductor shall be #6 AWG non insulated stranded copper conductor.

The fourth to last paragraph is revised to read:

Install a two grounding electrode system at each service entrance point, at each electrical service installation and at each separately derived power source. The service entrance grounding electrode system shall conform to the “Service Ground” detail in the Standard Plans. If soil conditions make vertical grounding electrode installation impossible an alternate installation procedure as described in the NEC may be used. Maintain a minimum of 6 feet of separation between any two grounding electrodes within the grounding system. Grounding electrodes shall be bonded copper, ferrous core materials and shall be solid rods not less than 10 feet in length if they are ½ inch in diameter or not less than 8 feet in length if they are ¾ inch or larger in diameter.

8-20.3(13)A Light Standards
The first sentence in the second to last paragraph is revised to read:

All new and relocated metal light standards shall be numbered for identification using painted 4 inch block gothic letters (similar to series C highway lettering) and numbers installed 3 feet above the base facing the Traveled Way.

The numbered list in the second to last paragraph is deleted and replaced with the following:

NN
CC-SSSS
VVV

Where:
NN – Is the pole number as identified in the Plans. May be one or more characters.
CC – Is the circuit letter as identified in the Plans. May be one or more characters.
SSSS – Is the service cabinet number as identified in the Plans. Do not include the two or three letter prefix. Up to four digits - do not include leading zeros.
VVV – Is the operating voltage of the luminaire. Always three digits.

8-20.3(13)C Luminaires
The first paragraph is revised to read:

The Contractor shall mark the installation date on the inside of the luminaire ballast or driver housing using a permanent marking pen.

Section 8-22, Pavement Marking
January 4, 2016

8-22.4 Measurement
The first two sentences of the fourth paragraph are revised to read:

The measurement for “Painted Wide Lane Line”, “Plastic Wide Lane Line”, “Profiled Plastic Wide Lane Line”, “Painted Barrier Center Line”, “Plastic Barrier Center Line”, “...
“Painted Stop Line”, “Plastic Stop Line”, “Painted Wide Dotted Entry Line”, or “Plastic Wide Dotted Entry Line” will be based on the total length of each painted, plastic or profiled plastic line installed. No deduction will be made for the unmarked area when the marking includes a broken line such as, wide broken lane line, drop lane line, wide dotted lane line or wide dotted entry line.

8-22.5 Payment

The following two new Bid items are inserted after the Bid item “Plastic Crosshatch Marking”, per linear foot:

“Painted Wide Dotted Entry Line”, per linear foot.

“Plastic Wide Dotted Entry Line”, per linear foot.

Section 9-03, Aggregates

January 3, 2017

9-03.1(1) General Requirements

In this section, each reference to “Section 9-01.2(3)” is revised to read “Section 9-01.2(1)A”.

This first paragraph is supplemented with the following:

Reclaimed aggregate may be used if it complies with the specifications for Portland Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious materials.

9-03.1(2) Fine Aggregate for Portland Cement Concrete

This section is revised to read:

Fine aggregate shall consist of natural sand or manufactured sand, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to meet the specifications.

9-03.1(2)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 6 and not exceed the following values:

<table>
<thead>
<tr>
<th>Material</th>
<th>Limit (percent by weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material finer than No. 200 Sieve</td>
<td>2.5</td>
</tr>
<tr>
<td>Clay lumps and friable particles</td>
<td>3.0</td>
</tr>
<tr>
<td>Coal and lignite</td>
<td>0.25</td>
</tr>
<tr>
<td>Particles of specific gravity less than 2.00</td>
<td>1.0</td>
</tr>
</tbody>
</table>

Particles of specific gravity less than 2.00.

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.
9-03.1(4) Coarse Aggregate for Portland Cement Concrete
This section is revised to read:

Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

9-03.1(4)A Deleterious
This section, including title, is revised to read:

9-03.1(4)A Deleterious Substances
The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

| Material finer than No. 200 | 1.0% percent by weight |
| Clay lumps and Friable Particles | 2.0 percent by weight |
| Shale | 2.0 percent by weight |
| Wood waste | 0.05 percent by weight |
| Coal and Lignite | 0.5 percent by weight |
| Sum of Clay Lumps, Friable Particles, and Chert (Less Than 2.40 specific gravity SSD) | 3.0 percent by weight |

1If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

9-03.1(4)C Grading
The following new sentence is inserted at the beginning of the last paragraph:
Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.

9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete
This section is revised to read:

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

9-03.1(5)A Deleterious Substances
This section is revised to read:

The amount of deleterious substances in the washed aggregates \( \frac{3}{8} \) inch or larger shall not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than \( \frac{3}{8} \) inch they shall not exceed the values specified in Section 9-03.1(2)A.

9-03.1(5)B Grading
The first paragraph is deleted.
9-03.8(2) HMA Test Requirements
In the table in item number 3, the heading “Statistical and Nonstatistical” is revised to read “Statistical”.

9-03.8(7) HMA Tolerances and Adjustments
In the table in item number 1, the column titled “Nonstatistical Evaluation” is deleted. In the table in item 1, the last column titled “Commercial Evaluation” is revised to read “Visual Evaluation”.

9-03.11(1) Streambed Sediment
The following three new sentences are inserted after the first sentence of the first paragraph:
Alternate gradations may be used if proposed by the Contractor and accepted by the Engineer. The Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than 1½ inches or no greater than 3 inches.

9-03.12(4) Gravel Backfill for Drains
The following new sentence is inserted at the beginning of the second paragraph:
As an alternative, AASHTO grading No. 57 may be used in accordance with Section 9-03.1(4)C.

9-03.12(5) Gravel Backfill for Drywells
The following new sentence is inserted at the beginning of the second paragraph:
As an alternative, AASHTO grading No. 4 may be used in accordance with Section 9-03.1(4)C.

9-03.21(1)B Concrete Rubble
This section, including title, is revised to read:

9-03.21(1)B Recycled Concrete Aggregate
Recycled concrete aggregates are coarse aggregates manufactured from hardened concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete shall:

1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s) not otherwise noted;
2. Be free of harmful components such as chlorides and reactive materials unless mitigation measures are taken to prevent recurrence in the new concrete;
3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.
Recycled concrete aggregate shall not be placed below the ordinary high water mark of any water of the State.

9-03.21(1)D  Recycled Steel Furnace Slag
This section title is revised to read:

Steel Slag

9-03.21(1)E  Table on Maximum Allowable Percent (By Weight) of Recycled Material
In the Hot Mix Asphalt column, each value of “20” is revised to read “25”.

The last column heading “Steel Furnace Slag” is revised to read “Steel Slag”.

The following new row is inserted after the second row:

| Coarse Aggregate for Commercial Concrete | 9-03.1(4) | 0 | 100 | 0 | 0 |

Section 9-04, Joint and Crack Sealing Materials
January 3, 2017

This section is supplemented with the following two new subsections:

9-04.11  Butyl Rubber Sealant
Butyl rubber sealant shall conform to ASTM C 990.

9-04.12  External Sealing Band
External sealing band shall by Type III B conforming to ASTM C 877.

9-04.1(2)  Premolded Joint Filler for Expansion Joints
This section is supplemented with the following:

As an alternative to the above, a semi-rigid, non-extruding, resilient type, closed-cell polypropylene foam, preformed joint filler with the following physical properties as tested to AASHTO T 42 Standard Test Methods may be used.

<table>
<thead>
<tr>
<th>Physical Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Absorption</td>
<td>&lt; 1.0%</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Compression Recovery</td>
<td>&gt; 80%</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Extrusion</td>
<td>&lt; 0.1 in.</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Density</td>
<td>&gt; 3.5 lbs./cu.ft.</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Water Boil (1 hr.)</td>
<td>No expansion</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Hydrochloric Acid Boil (1 hr.)</td>
<td>No disintegration</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Heat Resistance °F</td>
<td>392°F± 5°F</td>
<td>ASTM D 5249</td>
</tr>
</tbody>
</table>

9-04.2(1)  Hot Poured Joint Sealants
This section’s content is deleted and replaced with the following new subsections:
9-04.2(1)A Hot Poured Sealant
Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in accordance with ASTM D5329.

9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement
Hot poured sealant for cement concrete pavement shall meet the requirements of ASTM D6690 Type IV, except for the following:

1. The Cone Penetration at 25°C shall be 130 maximum.
2. The extension for the Bond, non-immersed, shall be 100 percent.

9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement
Hot poured sealant for bituminous pavement shall meet the requirements of ASTM D6690 Type I or Type II.

9-04.2(1)B Sand Slurry for Bituminous Pavement
Sand slurry is mixture consisting of the following components measured by total weight:

1. Twenty percent CSS-1 emulsified asphalt,
2. Two percent portland cement, and
3. Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B Class 2. Fine aggregate may be damp (no free water).

9-04.2(2) Poured Rubber Joint Sealer
The last paragraph is deleted.

9-04.4(1) Rubber Gaskets for Concrete Pipes and Precast Manholes
“AASHTO M 198” is revised to read “ASTM C 990”.

9-04.4(3) Gaskets for Aluminum or Steel Culvert or Storm Sewer Pipe
In the last sentence, “AASHTO M 198” is revised to read “ASTM C 990”.

Section 9-07, Reinforcing Steel
August 1, 2016

9-07.1(1)A Acceptance of Materials
The first sentence of the first paragraph is revised to read:

Reinforcing steel rebar manufacturers shall comply with the National Transportation Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar) Manufacturers.

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

Steel reinforcing bar manufacturers use either English or a Metric size designation while stamping rebar.
9-07.1(2)  Bending

The first two sentences of the first paragraph are deleted and replaced with the following two new sentences:

Steel reinforcing bars shall be cut and bent cold to the shapes shown on the Plans.
Fabrication tolerances shall be in accordance with ACI 315.

Section 9-10, Piling
August 1, 2016

9-10.3  Cast-In-Place Concrete Piling

This section is revised to read:

Reinforcement for cast-in-place concrete piles shall conform to Section 9-07.2.

Section 9-35, Temporary Traffic Control Materials
August 1, 2016

9-35.12  Transportable Attenuator

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

The transportable attenuator shall be mounted on, or attached to, a host vehicle that complies with the manufacturer’s recommended weight range.
INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 SkagitR)

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.
Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)
This Contract provides for improvement of Lower Finney Creek Bridge #40089 by scarifying the concrete bridge deck, preparing and repairing bridge deck surface, modifying expansion joints, furnishing, placing, finishing and curing a two inch modified concrete overlay, repaving asphalt approaches, traffic control and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the 2016 Standard Specifications.

1-01 Definitions and Terms

1-01.3 Definitions

(January 4, 2016 APWA GSP)
Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

**Bid Opening Date**
The date on which the Contracting Agency publicly opens and reads the Bids.

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

**Contract Execution Date**
The date the Contracting Agency officially binds the Agency to the Contract.

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

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

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

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

**Final Acceptance Date**
The date on which the Contracting Agency accepts the Work as complete.
Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.
Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders
Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)
Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)
Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;)</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (22&quot; x 34&quot;)</td>
<td>2</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor’s own expense.
1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

Preparation of Proposal

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

(June 1, 2017)

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. Directions for delivery of the Underutilized Disadvantaged Business Enterprise Written Confirmation Documents and Underutilized Disadvantaged Business Enterprise Good Faith Effort documentation are included in Section 1-02.9.

(August 2, 2004)

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

Add the following new section:

1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.
1-02.7  Bid Deposit  
(March 8, 2013 APWA GSP)

Supplement this section with the following:

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

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

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

1-02.9 Delivery of Proposal  
(August 15, 2016 APWA GSP, Option A)

Delete this section and replace it with the following:

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

If the project has FHWA funding and requires DBE Written Confirmation Document(s) or Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit written Confirmation Documentation from each DBE firm listed on the Bidder’s completed DBE Utilization Certification, form 272-056 EF, as required by Section 1-02.6. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received no later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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

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 DBE confirmations or GFE documentation proposal that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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

Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening Of Proposal
(July 14, 2016 SkagitR)

Section 1-02.12 is supplemented with the following:

Sealed bids shall be received at the time and location specified in the Call for Bids, unless modified by addenda.

1-02.13 Irregular Proposals
(January 4, 2016 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;
The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;

The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;

The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in agreement with the bidders DBE 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;

The Bidder fails to submit DBE 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;

The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or

More than one proposal is submitted for the same project from a Bidder under the same or different names.

A Proposal may be considered irregular and may be rejected if:

The Proposal does not include a unit price for every Bid item;

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;

Receipt of Addenda is not acknowledged;

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

If Proposal form entries are not made in ink.

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 the following Supplemental Criteria:

1. **Delinquent State Taxes**

   A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

   B. **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

LOWER FINNEY CREEK BRIDGE REPAIRS
PROJECT NO. ES40089-3
FEDERAL AID NO. BHS-W290(001)
JUNE, 2017
A. **Criterion**: The Bidder shall not currently be debarred or suspended by the Federal government.

B. **Documentation**: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

### 3. Subcontractor Responsibility

A **Criterion**: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. **Documentation**: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

### 4. Prevailing Wages

A. **Criterion**: The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. **Documentation**: The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

### 5. Claims Against Retainage and Bonds

A. **Criterion**: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. **Documentation**: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to
the bid submittal date that have had claims against retainage and bonds and
include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of
  the projects listed;
- A written explanation of the circumstances surrounding each claim and
  the ultimate resolution of the claim.

6. **Public Bidding Crime**

   A **Criterion**: The Bidder and/or its owners shall not have been convicted of a
   crime involving bidding on a public works contract in the five years prior to the
   bid submittal date.

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

7. **Termination for Cause / Termination for Default**

   A **Criterion**: The Bidder shall not have had any public works contract terminated
   for cause or terminated for default by a government agency in the five years
   prior to the bid submittal date, unless there are extenuating circumstances
   and such circumstances are deemed acceptable to the Contracting Agency.

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

8. **Lawsuits**

   A **Criterion**: The Bidder shall not have lawsuits with judgments entered against
   the Bidder in the five years prior to the bid submittal date that demonstrate a
   pattern of failing to meet the terms of contracts, unless there are extenuating
   circumstances and such circumstances are deemed acceptable to the
   Contracting Agency.

   B. **Documentation**: The Bidder, if and when required as detailed below, shall sign
   a statement (on a form to be provided by the Contracting Agency) that the
   Bidder has not had any lawsuits with judgments entered against the Bidder in
   the five years prior to the bid submittal date that demonstrate a pattern of
   failing to meet the terms of contracts, or shall submit a list of all lawsuits with
   judgments entered against the Bidder in the five years prior to the bid
   submittal date, along with a written explanation of the circumstances
   surrounding each such lawsuit. The Contracting Agency shall evaluate these
   explanations to determine whether the lawsuits demonstrate a pattern of
   failing to meet of terms of construction related contracts
As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders 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 all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. 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 (but is not required to) 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:
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.

Award and Execution of Contract

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

Revise this section to read:

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

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

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. 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).

1-03.7 Judicial Review

(July 23, 2015 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction.

Scope of the Work

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,

2. Proposal Form,

3. Special Provisions,

4. Contract Plans,
Control of Work

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.
1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

Control of Material

Section 1-06 is supplemented with the following:

Buy America

(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.

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

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

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

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

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.

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.
The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

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

1-07.2(1) State Sales Tax — Rule 171

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

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).

Environmental Regulations

Section 1-07.5 is supplemented with the following:

(September 20, 2010)

Environmental Commitments

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision Permits and Licenses. Throughout the work, the Contractor shall comply with the following requirements:

Permits and Licenses

Section 1-07.6 is supplemented with the following:

(September 20, 2010)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

*** HYDRAULIC PROJECT APPROVAL (HPA), SEE APPENDIX “F” ***

Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

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

Wages

General

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

(September 20, 2010)

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. WA170001.
The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

### Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(August 5, 2013)

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


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

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until further notice</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

#### Minorities - by Standard Metropolitan Statistical Area (SMSA)

**Spokane, WA:**

- **SMSA Counties:**
  - Spokane, WA: 2.8
  - WA Spokane.
- **Non-SMSA Counties:**
  - WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

**Richland, WA:**

- **SMSA Counties:**
  - Richland Kennewick, WA: 5.4
  - WA Benton; WA Franklin.
- **Non-SMSA Counties:**
  - WA Walla Walla.

**Yakima, WA:**

- **SMSA Counties:**
  - Yakima, WA: 9.7
  - WA Yakima.
- **Non-SMSA Counties:**
  - WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.
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
4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

(Executive Order 11246)

1. As used in these specifications:

   a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

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

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

   d. Minority includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan...
area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to 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.

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special 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 workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that
existing records satisfy this requirement, the Contractors will not be required to
maintain separate records.

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

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

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

1-07.11 Requirements for Nondiscrimination
(August 15, 2016 APWA GSP, Option B)

Supplement this section with the following:

Disadvantaged Business Enterprise Condition of Award Participation

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

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

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.

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.”

Contract
Per 49 CFR 26, a contract is a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

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

DBE Condition of Award (COA) Goal – An assigned numerical percentage of the Bid amount of the Contract. 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). The DBE COA Goal will also be applied to change orders associated with this Contract.

DBE Directory of Certified Firms – A publication listing all Minority, Women, and Disadvantaged Business Enterprises currently certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). The on-line Directory is available to contractors for their use in identifying and soliciting interest from DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE COA Goal, except in cases where the firm’s certification is temporarily suspended (refer to OMWBE’s Suspension List at the Directory webpage).

Description of Work – Specific descriptions of work that the DBE is certified to perform, as identified in the OMWBE Directory of Certified Firms, under the DBE’s profile page.

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

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

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 shall engage 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 keep such products in stock if it owns or operates distribution equipment. Brokers, manufacturers' representatives, packagers or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

DBE COA Goal
The Contracting Agency has established a COA Contract Goal in the amount of: *** 9% ***

DBE Eligibility/Selection of DBEs
A Directory of Certified Firms is available at the OMWBE web site. A description of specific items of work that a DBE is certified to perform is shown in the directory on the DBE's profile page. DBE firms whose certification is temporarily suspended will not be considered for purposes of meeting a COA DBE goal on new contracts.

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 it is participating is executed.

DBE participation cannot be counted toward the Contractor's contract goal if the DBE firm's certification is temporarily suspended (based on the date the Notice of Suspension was issued).

DBE participation cannot be counted until the amount being counted has actually been paid to the DBE (and the DBE performed a CUF).

The following are some examples of what may be counted as DBE participation. In all cases the DBE must be certified for the work being considered and must be capable of performing a CUF during the execution of the Work.

DBE Prime Contractor
A DBE Contractor may 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 performs with its own forces.

DBE Subcontractor
Only that portion of the total dollar value of the subcontract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces. Include the cost of supplies and materials obtained by the DBE for its work on the contract, and equipment leased by the DBE.
DBEs may lease equipment from non-DBE firms (except from the prime contractor or its affiliates). 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. Formal lease agreements are required and should be on a long-term basis. Equipment leased by the DBE on an ad-hoc basis requires contracting agency approval. 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.

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

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

Count expenditures toward DBE COA Goal only if the DBE is performing a commercially useful function (CUF) on that contract.

**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. The subcontract agreement shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers, including lease agreements shall be readily available at the project site for the Engineer review.

**DBE Broker/Packager**

The value of fees or commissions charged by a DBE Broker or a DBE behaving in a manner of a Broker 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 towards meeting the DBE COA Goal if the fee/commission is determined to be reasonable, and the firm is determined to be performing a CUF.

**Force Account Work**

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

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

**Flagging**

If the DBE firm is being utilized in the capacity of “Flagging” only, the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under
the direct control of the DBE. The DBE firm will 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. If the DBE firm utilizes the Contractor’s equipment, such as Transportable Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.

**Trucking**

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns, licenses, insures, and operates with drivers it employs.

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

The DBE may lease trucks from a non-DBE truck leasing company, but can only receive DBE credit for the value of the hauling services if the DBE uses its own employees as drivers.

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

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

DBE participation of trucking firms can only be applied to the value of the hauling services, not for the materials being hauled (unless the trucking firm is also certified as a supplier). In situations where the DBE’s work is priced per ton, the value of hauling must be calculated separately from the value of the materials in order to determine DBE credit for hauling.

**DBE Manufacturer and DBE Regular Dealer**

If materials or supplies are obtained from a DBE Manufacturer, 100 percent of the cost of materials or supplies can count toward the DBE COA Goal. The DBE Manufacturer shall be certified as such by OMWBE.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward meeting the DBE COA Goal. If the role of the DBE Regular Dealer is determined to be that of a pass-through, then no DBE credit will be given for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

A firm wishing to be approved as a Regular Dealer for a specific project must submit a request in writing to WSDOT for approval, no later than ten working days prior to Bid opening. The Approved Regular Dealers List is published on WSDOT’s Office of Equal Opportunity (OEO) web site.
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 toward DBE COA Goal, provided the fees are not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves cannot be counted toward DBE COA Goal.

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

Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification with the Bidder’s sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder’s Disadvantaged Business Enterprise Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA Goal. A Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056 EF) is included in your 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 DBE COA Goal.

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

In the event of arithmetic errors in completing the Disadvantaged Business Enterprise Utilization Certification the amount listed to be applied towards the DBE COA Goal for each DBE shall govern and the DBE 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 Disadvantaged Business Enterprise Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

Disadvantaged Business Enterprise Written Confirmation Document(s) FORM # 422-031 EF

The Bidder shall submit a Disadvantaged Business Enterprise Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder’s completed Disadvantaged Business Enterprise 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 DBEs that they are participating in the Contract as provided in the Contractor's Commitment. The Confirmation Documents must be consistent with the Utilization Certification.

A Disadvantaged Business Enterprise Written Confirmation Document (form No. 422-031 EF) is included in your 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 DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that a Written Confirmation Document was signed by a DBE that was not complete; the validity of the document comes into question and the associated DBE participation may not receive credit.

Selection of Successful Bidder/Good Faith Efforts (GFE)

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 DBE 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 DBE's listed on the DBE Utilization Certification.

Achieving the DBE COA Goal may be accomplished in one of two ways, as follows:

1. **By meeting the DBE COA Goal**
   
The best indication of GFE is to document, through submission of the Disadvantaged Business Enterprise Utilization Certification and supporting Disadvantaged Business Enterprise Written Confirmation Document(s) that the Bidder has obtained enough DBE participation to meet or exceed the assigned DBE COA Goal. That being the case, no additional GFE documentation is required. Or;

2. **By documentation that the Bidder made adequate GFE to meet the DBE 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 DBE participation have been unsuccessful. In this case, the Bidder must supply GFE documentation in addition to the Disadvantaged Business Enterprise Utilization Certification, and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s).

Note: In the case where the Bidder was awarded the contract based on demonstrating adequate GFE the advertised DBE COA Goal will not be reduced to the Bidder's partial commitment. Further, the Bidder shall demonstrate a GFE during the life of the Contract to attain the DBE COA Goal as assigned to the project.
GFE documentation shall be received, as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

Based upon all the relevant documentation submitted in Bid or as a supplement to Bid, the Contracting Agency shall determine whether the Bidder has demonstrated sufficient GFE to achieve DBE participation. The Contracting Agency will make a fair and reasonable judgment of whether a Bidder that did not meet the DBE COA Goal through participation, made adequate good faith efforts as demonstrated by the GFE documentation.

Good Faith Effort (GFE) Documentation
GFE is evaluated when determining award of a prime contract that has an assigned DBE goal; when a COA DBE is terminated and substitution is required; and post award when determining whether the Contractor has satisfied its DBE commitments.

The following is a list of types of actions, which would be considered as part of the Bidder’s GFE to achieve DBE 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. Responding to all GFE listed in 49 CFR Part 26, Appendix A does not, in itself, demonstrate adequate good faith efforts.

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 DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these Work items with its own forces.

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

   a. Negotiating in good faith with interested DBEs. It is the Bidder’s responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.
b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder’s failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor’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 Contractor’s efforts to meet the DBE COA Goal.

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

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

Administrative Reconsideration of GFE Documentation

Any Bidder has the right to reconsideration but only for the purpose of reassessing the GFE documentation that was originally submitted with their Bid, and determined to be inadequate.

- The Bidder must request within 48 hours of GFE determination and schedule a reconsideration hearing within seven calendar days 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 the GFE documentation submitted and evaluated to meeting the required DBE COA Goal shall be considered. 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.

Procedures between Award and Execution

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

1. Additional information for all successful DBEs as shown on the Disadvantaged Business Enterprise Utilization Certification:
   a. Correct business name, federal employee identification number (if available), and mailing address.
   b. List of all Bid items (with a clear description of the Work to be performed) assigned to each successful DBE, including the dollar value.
   c. Description of partial items (if any) to be sublet to each successful DBE specifying the Work committed under each item to be performed and including the dollar value of the DBE portion.
   d. Total amounts shown for each DBE shall match the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a different amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.

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

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

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. 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 and installing (where applicable); and paying for the material itself. If a DBE does not perform “all” of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Engineer.

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

The 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.

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation. The owner demonstrates business related knowledge, shows up on site and is active in running the business.
- The DBE finances are independently controlled by the DBE.
- The DBE shall with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract. Employees are shown exclusively on the DBE payroll.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck. 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.
• Leased trucks shall be driven by DBE employees included in the DBE’s payroll.

The DBE may lease trucks from another DBE including a DBE owner-operator. The DBE who leases trucks from another DBE shall claim participation for the total value of the transportation services the lessee DBE provides on the Contract.

**Joint Checking**

A joint check is a two-party check between a DBE, a prime contractor and the supplier of material/supplies. The check is issued by the Contractor as payor to the DBE Subcontractor and the material supplier jointly (to guarantee payment to the supplier) 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 signed by all parties involved must be requested using the DBE Joint Check Request Form (# 272-053). The Joint Check Request Form and the Joint Check Agreement Form must be submitted and approved by the Engineer prior to its use.

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 and installing (where applicable) and paying for the material itself.”

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**

Refer to Section 1-08.1 for Prompt Payment requirements associated with this contract.

**Reporting**

All certified DBE Work whether COA or race neutral participation is reported. The Contractor shall submit a Monthly Report of Amounts Credited as DBE Participation (form #422-103) to the Project Engineer each month, regardless of whether payments were made or Work occurred, between Execution of the Contract and the final amounts paid to DBE contractor or Completion of the Contract. In the event that the payments to a DBE contractor have been made by an entity other than the Contractor, as in the case of a lower-tier Subcontractor or supplier, then the Contractor shall obtain evidence of payments from the paying entity and report these payments to the Engineer as described above on form #422-103. The monthly report is due 20 calendar days following the end of the month.

**Changes in COA Work Committed to DBE**

The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless 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 DBEs.

Owner Initiated Changes
The Engineer will consider the impact on DBE participation in instances where the Engineer changes Work that was committed to a DBE at the time of Contract Award. In such instances, the Contractor shall not be required to substitute for the Work but is encouraged to do so. The Engineer may direct DBE participation or solicitation of DBEs as part of a change order.

Contractor-Initiated Changes
The Contractor cannot reduce the amount of work of a COA DBE without good cause, even if the Contractor continues to meet the DBE COA Commitment through other means. Reducing a COA DBE’s Commitment is viewed as a partial DBE termination, subject to the procedures below.

Original Quantity Underruns
In the event that Work committed to a DBE firm as part of the COA underruns the original planned quantities the Contractor is encouraged to substitute the remaining applicable Work to another DBE but is not required to do so.

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

DBE Termination
Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part with prior written approval of the Engineer. If the Contractor terminates a COA DBE without the written approval of the Engineer, the Contractor shall not be entitled to any payment for work or material performed/supplied by the COA DBE.

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

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

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

• The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.

• The DBE voluntarily withdraws from the project, and provides written notice of its withdrawal.

• The DBE’s work is deemed unsatisfactory by the Engineer and not in compliance with the contract.

• The DBE’s owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the contract.

Good cause does not exist if:

• The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.

• The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.

• The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE’s Work).

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

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

Decertification/Graduation

When a DBE is “decertified” or “graduates” from the DBE program during the course of the Contract, the participation of that DBE shall continue to count towards the DBE COA Goal 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/graduation.
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 DBE 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 DBE 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.

(June 1, 2017)
Voluntary Minority, Small, Veteran and Women’s Business Enterprise (MSVWBE) Participation

General Statement

The Contractor is encouraged to utilize MSVWBEs in accordance with these Specifications, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).
No preference will be included in the evaluation of the Contractor’s Proposal or Bid; no minimum level of MSVWBE participation is required as a condition of award or completion of the Contract; and a Proposal or Bid will not be rejected or considered non-responsive on that basis.

Non-Discrimination
Contractors shall not create barriers to open and fair opportunities for all businesses, including MSVWBEs, to participate in the Work on this Contract. This includes the opportunity to compete for subcontracts as sources of supplies, equipment, construction or services.

Voluntary MSVWBE Participation Goals
No MSVWBE voluntary goals have been established as a part of this Contract.

Amounts paid to an MSVWBE will be credited to every MSVWBE category in which they are eligible. In other words participation may be credited for participation in more than one category. If the Contractor is a MSVWBE their Work will be credited to the voluntary goals in which they are eligible.

Definitions

Minority Business Enterprise (MBE) – A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.


Veteran Business – A veteran owned business meeting the requirements of RCW 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran Businesses at http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm

Women Business Enterprise (WBE) – A women owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.

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

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

MSVWBE Payment
All costs for implementation of the requirements for Voluntary MSVWBE Participation shall be included in the associated items of Contract Work.
Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(January 25, 2016)

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, the amendments thereto, the applicable wage rates, and this Special Provision.

Contractor’s Responsibility for Work

Repair of Damage

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

(August 6, 2001)

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

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

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

*** There are no known utility company facilities within the project limits. Contractor to verify all utilities. ***
1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

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

1-07.18(5) Coversages 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:
$1,000,000 Combined single limit each accident

1. **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.

2. **Public Convenience and Safety**
   
3. **Public Convenience and Safety**
   
4. (*****)
   Section 1-07.23 is supplemented with the following:

5. (June 5, 2017, SkagitR)
   **Protection of the Public**

   A safe environment for the public shall be maintained at all times during the project.

   In accordance with the local School District’s transportation schedule:

   • Concrete School District schedule will commence on August 30th, 2017.
   • The Contractor shall complete all work requiring full road closure between July 31, 2017 and August 30, 2017.
   • Should construction be delayed, the Contractor shall provide safe foot passage for students to cross construction site.

6. **Construction Under Traffic**
   
7. Section 1-07.23(1) is supplemented with the following:

8. (January 2, 2012)
   **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:

<table>
<thead>
<tr>
<th>Regulatory Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.
Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

Add the following new section:

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

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

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

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

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

4. The SPCC Plan
5. A list of Emergency Contacts including those for after working hours

Add the following new section:

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 five (5) 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

Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1998)
Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004 EF) 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 (Form 421-012 EF), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004 EF).

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

1-08.1 Subcontracting

(May 2, 2017 APWA GSP)

Delete the eighth paragraph and replace it with the following:

On all projects funded with Federal assistance the Contractor shall submit “Monthly Report of Amounts Credited as DBE Participation” (form #422-103 EF) to the Engineer each month, regardless of whether payments were made or Work occurred, between Execution of the Contract and Physical Completion. The monthly report is due 20 calendar days following the end of the month.

Delete the third sentence of the ninth paragraph and replace it with the following:

On all projects funded with Federal assistance, the Contractor shall submit a Monthly Payment Summary form to the Engineer in PDF format within 20 calendar days following receipt of a progress payment from the Contracting Agency, unless specifically requested otherwise by the Engineer for projects not funded with Federal assistance.

Progress Schedule

1-08.3(2)B Type B Progress Schedule

(March 13, 2012 APWA GSP)

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it
may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit 3 copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

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.

Time for Completion

1-08.5 Time for Completion

(February 21, 2017 SkagitR)

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

Contract time shall begin on the tenth working day following 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. The Contract Provisions may specify another starting date for Contract time, in which case, time will begin on the starting date specified.

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within 30 working days.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:
When the Contract Work has progressed to **Substantial Completion as defined in the Contract**, 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.

**Measurement and Payment**

**Weighing Equipment**

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

Revise item 4 of the fifth paragraph to read:

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

1-09.2(5) **Measurement**  
(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 **Force Account**  
(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.6 **Force Account**  
(July 14, 2016 SkagitR)

Section 1-09.6 is supplemented with the following:
Payment for unanticipated work performed during construction will be made using the below listed estimated bid items when they are included in the bid proposal:

"Unanticipated Underground Conflicts"
The Unanticipated Underground Conflicts bid item is to be used when unanticipated underground conflicts occur that differ from the design. Engineer approval will be required prior to performing the work.

"Unanticipated Minor Structure Revisions"
The Unanticipated Minor Structure Revisions bid item is to be used when minor structural revisions are required due to unanticipated conflicts in the structural design. Engineer approval will be required prior to performing the work.

"Unanticipated Dewatering"
The Unanticipated Dewatering bid item is to be used when unanticipated ground water impacts the site work. Engineer approval will be required prior to performing the work.

"Unanticipated Unsuitable Subgrade Repair"
The Unanticipated Unsuitable Subgrade Repair bid item is to be used when unsuitable sub-grade material is encountered requiring over-excavation and repair. Engineer approval will be required prior to performing the work.

"Unanticipated Repair/Restoration of Public and Private Facilities"
The Unanticipated Repair/Restoration of Public and Private Facilities bid item is to be used when unanticipated property damage occurs through no fault of the Contractor or Contracting Agency. Engineer approval will be required prior to performing the work.

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

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

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

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.
The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

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

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

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

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

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Retainage

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

(June 27, 2011)
Vacant

1-09.11(3) Time Limitation and Jurisdiction
(July 23, 2015 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 36.01.05 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(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

(July 23, 2015 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 36.01.05 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.

Temporary Traffic Control

1-10.1 General

1-10.1(2) Description

Section 1-10.1(2) is supplemented with the following:

(*****)

Definitions

Phase I - Phase I is considered to be two weeks prior to the beginning of construction activities. The work to be completed in Phase I is indicted in the plans as “Traffic Control Plan-Phase I”. No other work shall be completed during this time. The time associated with the bid items “Portable Changeable Message Sign” and “Other Traffic Control Labor” will not be considered working days prior to start of construction activities.
Phase II- Phase II is considered to be from the start of construction activities to substantial completion. The work to be completed in Phase II is indicated in the plans as “Traffic Control Plan – Phase II”

Execution and Responsibility for Temporary Traffic Control
Prior to commencement of construction activities, the Lower Finney Creek Bridge Repairs Contractor will supply and install all traffic control signs and devices. The same PCMS will be used for Phase I and Phase II.

Traffic Control Management

General

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
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

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.
Roadway Excavation and Embankment

2-03.4 Measurement
(July 14, 2016 SkagitR).

Section 2-03.4 is supplemented with the following:

There will be no specific unit of measure for saw cutting.

2-03.5 Payment
(December 27, 2016 SkagitR)

Section 2-03.5 is supplemented with the following:

All costs for saw cutting shall be included in the unit Contract price for “HMA for Approach CL ½ in. PG 64-22”.
Section 3-04.1 is revised to read:

This work shall consist of acceptance of aggregate as provided for under nonstatistical evaluation. All aggregates shall meet the requirements in Section 9-03. Nonstatistical evaluation will be used for the acceptance of aggregate materials.
Division 5
Surface Treatments and Pavements

Hot Mix Asphalt

5-04 Hot Mix Asphalt
(February 21, 2017 APWA GSP)


5-04.2 Materials

Section 5-04.2 is supplemented with the following:

(January 3, 2011)
ESAL's
The number of ESAL’s for the design and acceptance of the HMA shall be 1.96 million.

5-04.5(1) Price Adjustment for Quality of HMA Mixture
(March 6, 2017 SkagitR)

Delete this section and replace it with the following:

There will be no price adjustments for HMA. All HMA having all constituents falling within the tolerance limits of the job mix formula and meeting the compaction requirements of Section 5-04.3(10) shall be accepted at the unit contract price with no further evaluation.
Concrete Structures

Construction Requirements

Expansion Joints

Section 6-02.3(13) is supplemented with the following:
(January 11, 2011 SkagitR)

Expansion Joint Modification

Field Measuring Existing Bridge Expansion Joints
The Contractor shall field measure the following dimensions of the existing bridge expansion joints of Bridge No(s). *** 40089 ***:

1. Length along the roadway surface and the horizontal and vertical surfaces of the concrete curb.

2. Opening width at both curb lines and at the centerline of the roadway surface.

3. The width of the existing expansion joint plates. Note the new overlay plates shall be not be larger than shown in the plans and a minimum ½ inch narrower than the existing plates, to be verified by the Contractor.

The Contractor shall tabulate these field measured dimensions and submit them to the Engineer.

Add the following new section:
(January 11, 2011 SkagitR)

6-02.3(13)C Existing Bridge Expansion Joint Preparation

The top surface of the existing expansion joint plates shall be ground flush and smooth prior to placement of the new steel riser plates.

After the new plates are welded, all welds shall be chipped and cleaned for painting. The full edge surface on the new plate and welds shall be painted with two coats of “Galvanizing Repair Paint, High Zinc dust Content” as specified in Section 9-08.1(2)B. Each coat shall have a minimum dry film thickness of two mils.

Prior to painting all welds shall be inspected by a certified weld inspector by visual means in accordance with AWS D1.1
Painting

6-07.1 Description
(March 11, 2016 SkagitR)

Section 6-07.1 is supplemented with the following:

This work shall include preparation and repainting damaged sections of the paint on Bridge 40089 as directed by the engineer. The paint damaged areas to be repaired will be identified by the Engineer at the beginning of the project. Repair areas may be located on any portion of the steel bridge girders. The Contractor shall provide all required access equipment to complete the paint repair.

Submit a paint color chip that matches the existing bridge to the Engineer for approval prior to commencing the paint repair.

6-07.3 Construction Requirements

6-07.3(10)A Containment
(March 11, 2016 SkagitR)

Section 6-07.3(10)A is supplemented with the following:

Submit to the Engineer a Type 2 working drawing describing the means and methods for local containment of the cleaning and painting operation.

6-07.4 Measurement
(March 11, 2016 SkagitR)

Section 6-07.4 is supplemented with the following:

“Cleaning and Painting” on Bridge 40089 will not be measured for payment. The project includes the following estimated number and size of areas to be repaired.

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6-07.5 Payment
(February 15, 2017 SkagitR)

Paragraph one of Section 6-07.5 is revised to read:

Bid Item “Cleaning and Painting” shall be paid in accordance with Section 1-09.6.
Modified Concrete Overlays

Construction Requirements

Equipment

6-09.3(1)C Hydro-Demolition Machines
(January 6, 2017 SkagitR)

Section 6-09.3(1)C is supplemented with the following:

Possible sources of hydro-demolition machines include:

1. FLOW International, Inc.
   23500 64th Avenue S
   Kent, WA 98032
   (253) 850-3500

2. IVS Hydro-Demolition Services
   5460 Green Palms Street
   Las Vegas, NV 89103
   (800) 532-6790

3. Hydro-Technologies, Inc.
   6200 E Highway 62
   Jeffersonville, IN 47130
   (812) 284-9376

4. National Hydro, Inc.
   5643 Warner Road
   Flowlerville, MI 48836
   (517) 223-0915

The Contractor may choose to use a machine from a source not listed above, provided the machine is manufactured specifically for concrete removal and meets the performance criteria specified in Section 6-09.3(1)C.

6-09.3(3) Concrete Overlay Mixes
(January 11, 2016 SkagitR)

Section 6-09.3(3) is supplemented with the following:

The Contractor may use only fly ash modified concrete (FMC) or Microsilica Modified concrete (MMC) for the concrete overlay. The Contractor shall submit a mix design for the concrete to the Engineer in accordance with Item 5 of Section 6-09.3(2), and use that type for the total concrete overlay operation.
6-09.3(5) Scarifying Concrete Surface  
(April 6, 2015)  

Section 6-09.3(5) is supplemented with the following:  

The Contractor shall use a hydro-demolition machine for scarifying concrete surfaces. The use of a rotary milling or shot blasting machines will not be allowed. The Contractor shall inform the Engineer of the type of machine selected in accordance with Item 1 of Section 6-09.3(2).

6-09.3(5)C Hydro-Definmmolishing  
(January 11, 2016 SkagitR)  

Section 6-09.3(5)C is supplemented with the following:  

All water and debris from the Hydro-Demolition process shall be contained and prevented from entering Finney Creek.  

Steel reinforcing bars used in deck repair operations, in accordance with Sections 6-09.3(5)F and 6-09.3(6)B, shall be epoxy-coated in accordance with Section 6-02.3(24)H.

6-09.3(10)B Establishing Finish Overlay Profile  
(January 11, 2016 SkagitR)  

Section 6-09.3(10)B is supplemented with the following:  

The overlay shall have a thickness of 1-1/2 inches above original surface or 2 inches (nominal) above the prepared surface as specified by the Engineer and provide for a minimum of 2-1/2 inches of cover above all deck reinforcement.

6-09.5 Payment  
(February 15, 2017 SkagitR)  

Section 6-09.5 is supplemented with the following:  

All costs for Structural Survey shall be incidental and included in the unit Contract price for Modified Concrete Overlay.
8-23.4 Measurement
(November 26, 2013 SkagitR)

Section 8-23.4 is revised to read:

Placement of temporary striping and removal of temporary striping will not be measured and shall be included in the unit bid price for HMA Cl ½” PG 64-22.
Appendices
(January 2, 2012)

The following appendix is attached and made a part of this contract:

APPENDIX A:
WSDOT Standard Plans

APPENDIX B:
Washington State Prevailing Wage Rates
Federal Davis Bacon Wage Rates

APPENDIX C:
Construction Contract – Informational Only
Contract Bond – Informational Only

APPENDIX D:
Proposal – Informational Only

APPENDIX E:
Required Contract Provisions Federal-Aid
Construction Contracts - FHWA-1273

APPENDIX F:
Permits

APPENDIX G:
Vicinity Map and Plans
(April 3, 2017)

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 August 1, 2016 is made a part of this contract.

The Standard Plans are revised as follows:

A-30.15
DELETED

A-40.10
Section View, PCCP to HMA Longitudinal Joint, callout, was – “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. 5-04.3(12)B” is revised to read; “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. Section 5-04.3(12)A2”

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-70.10

A-60.30
Note 4, was – “If the ACP and membrane is to be removed from the bridge deck, see GSP 023106 for deck preparation before placing new membrane.” Is revised to read; “If the ACP and membrane is to be removed from the bridge deck, see GSP 02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane.”

B-10.20 and B-10.40
Substitute “step” in lieu of “handhold” on plan

B-15.60
Table, Maximum Knockout Size column, 120” Diam., 42” is revised to read; 96”

B-25.20
Note 4, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified in the Contract. Provide two holes in the Frame that are vertically aligned with the grate slots. The frame shall accept the 5/8” x 11 NC x 2” allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies among manufacturers. See BOLT-DOWN DETAIL, Standard Plan B-30.10. Is revised to read; “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies by manufacturer.”

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

**B-30.70**

Note 2, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8” -1 NC x 2” Allen head cap screw by being tapped, or other approved mechanism. Location of bolt down holes varies by manufacturer.” Is revised to read; “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.”

RING PLAN, callout, was – “DRILL AND TAP 5/8” – 11NC HOLE FOR 1 1/2” X 5/8” STAINLESS STEEL SOCKET HEAD CAP SCREW (TYP.)” is revised to read; “SEE NOTE 2”

**B-40.40**

Note 2, was – “When bolt-down grates are specified in the Contract, provide two slots in the grate that are centered with the holes in the frame. Location of bolt-down slots varies among different manufacturers.” Is revised to read; “Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8” (in) – 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturers.”

**B-45.20**

Grate Support Detail, callout for steel angle, was – “5 ½” x 1” x ¼” STEEL ANGLE” IS REVISED TO READ; “5 ½” x 1 1/2” x ¼” STEEL ANGLE”

**B-45.40**

Grate Support Detail, callout for steel angle, was – “5 ½” x 1” x ¼” STEEL ANGLE” IS REVISED TO READ; “5 ½” x 1 1/2” x ¼” STEEL ANGLE”

**B-55.20**

Metal Pipe elevation, title is revised to read; “Metal Pipe and Steel Rib Reinforced Polyethylene Pipe”

**B-90.40**

Offset & Bend details, add the subtitle, “Plan View” above titles

**C-16a**

Note 1, reference C-28.40 is revised to C-20.10

**C-16b**

Note 3, reference C-28.40 is revised to C-20.10

**C-22.14**
Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 28” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 28/12”

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-22.41
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-10.20
Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25
Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

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-22.10
Sheet 2, Elevation , Three -Post Installation, Dimension, upper right, was – “.035” is
revised to read: “ 0.35X”

G-90.10
TOP VIEW, callout, was – “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 4)” is revised
to read; “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 3)”

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-3
DELETED

J-3b
DELETED

J-3C
DELETED

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 a 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 a safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

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

Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ½ 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.”

J-20.10
Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.11
Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read; “Type PS or Type 1 Signal Pole”
Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”
Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

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 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 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 ½" 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-40.10
Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S.
FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2”
(IN) S. S. FLAT WASHER”

J-60.14
All references to J-16b (6x) are revised to read; J-60.11

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std.
Plan K-80.35

M-11.10
Layout, dimension (from stop bar to “X”), was – 23’ is revised to read; 24’

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

A-10.10-00........8/7/07 A-40.00-00........8/11/09 A-50.30-00........11/17/08
A-10.20-00........10/5/07 A-40.10-03........12/23/14 A-50.40-00........11/17/08
A-10.30-00........10/5/07 A-40.15-00........8/11/09 A-60.10-03........12/23/14
A-20.10-00........8/31/07 A-40.20-03........12/23/14 A-60.20-03........12/23/14
A-30.10-00........11/8/07 A-40.50-02........12/23/14 A-60.30-00........11/8/07
A-30.30-01........6/16/11 A-50.10-00........11/17/08 A-60.40-00........8/31/07
A-30.35-00........10/12/07 A-50.20-01........9/22/09

B-5.20-01........6/16/11 B-30.50-01........4/26/12 B-75.20-01........6/10/08
B-5.40-01........6/16/11 B-30.70-03........4/26/12 B-75.50-01........6/10/08
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**LOWER FINNEY CREEK BRIDGE REPAIRS**

**PROJECT NO. ES40089-3**

**FEDERAL AID NO. BHS-W290(001)**

**JUNE, 2017**

158
APPENDIX A
Standard Plans
NOTES

1. All fasteners may be zinc plated, galvanized or stainless steel. All steel angle and tubular steel shall be hot-dipped, high carbon steel, painted or galvanized.

2. Install one lightweight Type A, Low-Intensity flashing warning light on the traffic side of the barricade. Install two Type A, Low-Intensity flashing warning lights on barricades which this barricade is used to close a roadway. Place the light to the barricade according to the light manufacturer's recommendations or use the details shown on this plan.

3. Stripes on barricade rails shall be alternating orange and white retro-reflective stripes (striping downward at an angle of 45 degrees in the direction traffic is to pass).

4. The Type 3 barricade design shown on this plan meets the crash test requirements of NCHRP 350. Alternate designs may be approved if they conform to the NCHRP 350 crash test criteria and the MUTCD.

5. When a sign is mounted on the barricade, it shall be securely bolted to at least two plywood panels. The top of the sign shall not be higher than the top panel of the barricade.

6. When sandbags are used in freezing weather, urea fertilizer shall be mixed with the sand in a quantity to prevent the sand from freezing.
Types of barricades:

- **Type 3L Barricade**
- **Type 3R Barricade**

Stripes on the barricades shall slope downward in the direction traffic is to pass.

Road closure at intersections and at other locations.

Barricade placement:

- USEABLE TRAFFIC LANE
- AREA CLOSED TO TRAFFIC

- ROAD CLOSURE AT INTERSECTION
- ROAD CLOSURE AT OTHER LOCATIONS

Standard Plan K-80.20-6

Expiry: August 3, 2007

Washington State Department of Transportation

*NOTE: This document contains diagrams and specifications for traffic barricades, including types and placements, with specific instructions for their use.*
1. For sign installation details, see Standard Plan 3 - series.
2. Where it is impractical to locate a sign with the lateral offset, a minimum of 24" offset may be used. A 12" lateral offset may be used in business, commercial or residential areas.
3. The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.
APPENDIX B

Washington State Prevailing Wage Rates
Federal Davis Bacon Wage Rates
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.

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<td>Cleaner Operator, Foamer Operator</td>
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<td>Burner</td>
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<td>Chipping Gun (under 30 Lbs.)</td>
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<td>Choker Setter</td>
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<td>Chuck Tender</td>
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<td>Clean-up Laborer</td>
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<td>7A 3I</td>
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<tr>
<td>Skagit</td>
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<td>Concrete Dumper/chute Operator</td>
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<td>Laborers</td>
<td>Concrete Saw Operator/core Driller</td>
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<td>Curing Laborer</td>
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<tr>
<td>Skagit Laborers</td>
<td>Demolition: Wrecking &amp; Moving (incl. Charred Material)</td>
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<td>Groutmen (pressure) including Post Tension Beams</td>
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<td>Hazardous Waste Worker (level B)</td>
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<td>Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air &amp; Water On Concrete &amp; Rock, Sandblast, Gunite, Shotcrete, Water Bla</td>
<td>$46.09</td>
<td>7A</td>
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<td>Pavement Breaker</td>
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<td>Pipe Layer Lead</td>
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<td>7A</td>
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<td>Pipe Layer/tailor</td>
<td>$46.09</td>
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<td>Pipe Pot Tender</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Pipe Liner</td>
<td>$46.09</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Pipe Wrapper</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Pot Tender</td>
<td>$45.25</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Powderman</td>
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<td>7A</td>
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<td>Powderman’s Helper</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Power Jacks</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Railroad Spike Puller - Power</td>
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<td>7A</td>
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<tr>
<td>Skagit Laborers</td>
<td>Raker - Asphalt</td>
<td>$46.66</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Re-timberman</td>
<td>$46.66</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Remote Equipment Operator</td>
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<td>7A</td>
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<tr>
<td>Skagit Laborers</td>
<td>Rigger/signal Person</td>
<td>$46.09</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Rip Rap Person</td>
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<td>Rivet Buster</td>
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<td>Skagit Laborers</td>
<td>Rodder</td>
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<td>7A</td>
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<td>Scaffold Erector</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Scale Person</td>
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<td>7A</td>
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<tr>
<td>Skagit Laborers</td>
<td>Sloper (over 20”)</td>
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<td>7A</td>
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<td>Sloper Sprayer</td>
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<tr>
<td>Skagit Laborers</td>
<td>Spreader (concrete)</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Stake Hopper</td>
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<td>Skagit Laborers</td>
<td>Stock Piler</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Tamper &amp; Similar Electric, Air &amp; Gas Operated Tools</td>
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<td>7A</td>
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<tr>
<td>Skagit Laborers</td>
<td>Tamper (multiple &amp; Self-propelled)</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Timber Person - Sewer (lagger, Shorer &amp; Cribber)</td>
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<td>7A</td>
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<td>Toolroom Person (at Jobsite)</td>
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<td>7A</td>
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<td>Skagit Laborers</td>
<td>Topper</td>
<td>$45.25</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Track Laborer</td>
<td>$45.25</td>
<td>7A</td>
<td>31</td>
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<tr>
<td>Skagit Laborers</td>
<td>Track Liner (power)</td>
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<td>7A</td>
<td>31</td>
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<td>Skagit Laborers</td>
<td>Traffic Control Laborer</td>
<td>$41.02</td>
<td>7A</td>
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<td>Traffic Control Supervisor</td>
<td>$41.02</td>
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<td>Truck Spotter</td>
<td>$45.25</td>
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<td>Skagit Laborers</td>
<td>Tugger Operator</td>
<td>$46.09</td>
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<td>Skagit Laborers</td>
<td>Tunnel Work-Compressed Air Worker 0-30 psi</td>
<td>$83.12</td>
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<td>Skagit Laborers</td>
<td>Tunnel Work-Compressed Air Worker 30.01-44.00 psi</td>
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<td>Tunnel Work-Compressed Air Worker 44.01-54.00 psi</td>
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<td>Tunnel Work-Compressed Air Worker 54.01-60.00 psi</td>
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<td>Tunnel Work-Compressed Air Worker 60.01-64.00 psi</td>
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<td>Tunnel Work-Compressed Air Worker 64.01-68.00 psi</td>
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<td>Tunnel Work-Compressed Air Worker 68.01-70.00 psi</td>
<td>$106.65</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Tunnel Work-Compressed Air Worker 70.01-72.00 psi</td>
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<td>Skagit Laborers</td>
<td>Tunnel Work-Guage and Lock Tender</td>
<td>$46.76</td>
<td>7A</td>
<td>3I</td>
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<tr>
<td>Skagit Laborers</td>
<td>Tunnel Work-Miner</td>
<td>$46.76</td>
<td>7A</td>
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<tr>
<td>Skagit Laborers</td>
<td>Vibrator</td>
<td>$46.09</td>
<td>7A</td>
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<td>Skagit Laborers</td>
<td>Vinyl Seamer</td>
<td>$45.25</td>
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<td>Watchman</td>
<td>$34.86</td>
<td>7A</td>
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<td>Welder</td>
<td>$46.09</td>
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<td>Well Point Laborer</td>
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<td>Skagit Laborers - Underground Sewer &amp; Water</td>
<td>General Laborer &amp; Topman</td>
<td>$45.25</td>
<td>7A</td>
<td>3I</td>
<td>8Q</td>
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<td>Skagit Laborers - Underground Sewer &amp; Water</td>
<td>Pipe Layer</td>
<td>$46.09</td>
<td>7A</td>
<td>3I</td>
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<td>Skagit Landscape Construction</td>
<td>Irrigation Or Lawn Sprinkler Installers</td>
<td>$14.15</td>
<td>1</td>
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<td>Skagit Landscape Construction</td>
<td>Landscape Equipment Operators Or Truck Drivers</td>
<td>$14.15</td>
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<td>Skagit Landscape Construction</td>
<td>Landscaping or Planting Laborers</td>
<td>$14.18</td>
<td>1</td>
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<td>Skagit Lathers</td>
<td>Journey Level</td>
<td>$55.51</td>
<td>5D</td>
<td>1H</td>
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<td>Skagit Marble Setters</td>
<td>Journey Level</td>
<td>$54.32</td>
<td>5A</td>
<td>1M</td>
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<td>Skagit Metal Fabrication (In Shop)</td>
<td>Fitter</td>
<td>$15.16</td>
<td>1</td>
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<td>Skagit Metal Fabrication (In Shop)</td>
<td>Laborer</td>
<td>$11.13</td>
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<td>Skagit Metal Fabrication (In Shop)</td>
<td>Machine Operator</td>
<td>$11.00</td>
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<td>Skagit Metal Fabrication (In Shop)</td>
<td>Painter</td>
<td>$11.41</td>
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<td>Skagit Metal Fabrication (In Shop)</td>
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<td>Skagit Millwright</td>
<td>Journey Level</td>
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<td>Skagit Modular Buildings</td>
<td>Journey Level</td>
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<td>Skagit Painters</td>
<td>Journey Level</td>
<td>$40.60</td>
<td>6Z</td>
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<td>Skagit Pile Driver</td>
<td>Journey Level</td>
<td>$55.76</td>
<td>5D</td>
<td>4C</td>
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<td>Skagit Plasterers</td>
<td>Journey Level</td>
<td>$53.20</td>
<td>7Q</td>
<td>1R</td>
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<td>Skagit Playground &amp; Park Equipment Installers</td>
<td>Journey Level</td>
<td>$11.00</td>
<td>1</td>
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<td>Skagit Plumbers &amp; Pipefitters</td>
<td>Journey Level</td>
<td>$67.47</td>
<td>5A</td>
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<td>Skagit Power Equipment Operators</td>
<td>Asphalt Plant Operators</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
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<td>Skagit Power Equipment Operators</td>
<td>Assistant Engineer</td>
<td>$55.21</td>
<td>7A</td>
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<td>8P</td>
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<td>Skagit Power Equipment Operators</td>
<td>Barrier Machine (zipper)</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Batch Plant Operator, Concrete</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit Power Equipment Operators</td>
<td>Bobcat</td>
<td>$55.21</td>
<td>7A</td>
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<td>8P</td>
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<td>Skagit Power Equipment Operators</td>
<td>Brokk - Remote Demolition Equipment</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Brooms</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Bump Cutter</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cableways</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Chipper</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Compressor</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Over 42 M</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Concrete Finish Machine -laser Screed</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Conveyors</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes Friction: 200 tons and over</td>
<td>$60.47</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: 20 Tons Through 44 Tons With Attachments</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)</td>
<td>$59.28</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments</td>
<td>$59.88</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: 300 tons and over or 300’ of boom including jib with attachments</td>
<td>$60.47</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: 45 Tons Through 99 Tons, Under 150’ Of Boom (Including Jib With Attachments)</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: A-frame - 10 Tons And Under</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: Friction cranes through 199 tons</td>
<td>$59.88</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Crusher</td>
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<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators</td>
<td>Deck Engineer/deck Winches (power)</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Derricks, On Building Work</td>
<td>$58.69</td>
<td>7A</td>
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<td>Power Equipment Operators</td>
<td>Dozers D-9 &amp; Under</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Drilling Machine</td>
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<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Elevator And Man-lift: Permanent And Shaft Type</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td></td>
<td>Power Equipment Operators</td>
<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
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<td>Power Equipment Operators</td>
<td>Forklift: 3000 Lbs And Over With Attachments</td>
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<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators</td>
<td>Forklifts: Under 3000 Lbs. With Attachments</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Grade Engineer: Using Blue Prints, Cut Sheets, Etc</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Gradechecker/stakeman</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Guardrail Punch</td>
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<td>7A</td>
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<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &amp; Over</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td></td>
<td>Power Equipment Operators</td>
<td>Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Horizontal/directional Drill Locator</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Horizontal/directional Drill Operator</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Hydralifts/boom Trucks Over 10 Tons</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Hydralifts/boom Trucks, 10 Tons And Under</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Loader, Overhead 8 Yards. &amp; Over</td>
<td>$59.28</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Loaders, Overhead Under 6 Yards</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Loaders, Plant Feed</td>
<td>$58.17</td>
<td>7A</td>
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<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Loaders: Elevating Type Belt</td>
<td>$57.72</td>
<td>7A</td>
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<td>Power Equipment Operators</td>
<td>Locomotives, All</td>
<td>$58.17</td>
<td>7A</td>
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<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Material Transfer Device</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td></td>
<td>Power Equipment Operators</td>
<td>Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)</td>
<td>$59.28</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td></td>
<td>Power Equipment Operators</td>
<td>Motor Patrol Graders</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td></td>
<td>Power Equipment Operators</td>
<td>Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td></td>
<td>Power Equipment Operators</td>
<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td></td>
<td>Power Equipment Operators</td>
<td>Outside Hoists (elevators And Manlifts), Air Tuggers,strato</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td></td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type: 100 Tons And Over</td>
<td>$59.28</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Pavement Breaker</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Pile Driver (other Than Crane Mount)</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Plant Oiler - Asphalt, Crusher</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Posthole Digger, Mechanical</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Power Plant</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Pumps - Water</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Quad 9, Hd 41, D10 And Over</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Remote Control Operator On Rubber Tired Earth Moving Equipment</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Rigger And Bellman</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Rigger/Signal Person, Bellman (Certified)</td>
<td>$57.72</td>
<td>7A</td>
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<td>Power Equipment Operators</td>
<td>Rollagon</td>
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<td>3C</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Roller, Other Than Plant Mix</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Roller, Plant Mix Or Multi-lift Materials</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Roto-mill, Roto-grinder</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Saws - Concrete</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Scraper, Self Propelled Under 45 Yards</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Scrapers - Concrete &amp; Carry All</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Scrapers, Self-propelled: 45 Yards And Over</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Service Engineers - Equipment</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Shotcrete/gunite Equipment</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons.</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
<td>$59.28</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes: Over 90 Metric Tons</td>
<td>$59.88</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Slipform Pavers</td>
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<td>7A</td>
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<td>8P</td>
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<td>Power Equipment Operators</td>
<td></td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Spreader, Topsider &amp; Screedman</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Subgrader Trimmer</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Tower Bucket Elevators</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Tower Crane Up To 175' In Height Base To Boom</td>
<td>$59.88</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Tower Crane: over 175' through 250' in height, base to boom</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Tower Cranes: over 250' in height from base to boom</td>
<td>$60.47</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Transporters, All Track Or Truck Type</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Trenching Machines</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Truck Crane Oiler/driver Under 100 Tons</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Truck Mount Portable Conveyor</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Welder</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Wheel Tractors, Farmall Type</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Yo Yo Pay Dozer</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Asphalt Plant Operators</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Assistant Engineer</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Barrier Machine (zipper)</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Batch Plant Operator, Concrete</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Bobcat</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Brokk - Remote Demolition Equipment</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Brooms</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Bump Cutter</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Cableways</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Chipper</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Compressor</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Over 42 M</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators</td>
<td>Concrete Finish Machine -laser Screed</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>--------</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Conveyors</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes Friction: 200 tons and over</td>
<td>$60.47</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 20 Tons Through 44 Tons With Attachments</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 100 Tons Through 199 Tons, Or 150’ Of Boom (Including Jib With Attachments)</td>
<td>$59.28</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments</td>
<td>$59.88</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 300 tons and over or 300’ of boom including jib with attachments</td>
<td>$60.47</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 45 Tons Through 99 Tons, Under 150’ Of Boom (Including Jib With Attachments)</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: A-frame - 10 Tons And Under</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: Friction cranes through 199 tons</td>
<td>$59.88</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Crusher</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Deck Engineer/deck Winches (power)</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Derricks, On Building Work</td>
<td>$58.69</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Dozers D-9 &amp; Under</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
<td>$57.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Drilling Machine</td>
<td>$59.28</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Elevator And Man-lift: Permanent And Shaft Type</td>
<td>$55.21</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
<td>$58.17</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Forklift: 3000 Lbs And Over With Attachments</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>City</td>
<td>Department</td>
<td>Description</td>
<td>Hourly Rate</td>
<td>Grade</td>
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<td>Skagit</td>
<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Forklifts: Under 3000 Lbs. With Attachments</td>
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<td>Grade Engineer: Using Blue Prints, Cut Sheets, Etc</td>
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<td>Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards</td>
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<td>Horizontal/directional Drill Locator</td>
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<td>Hydralifts/boom Trucks Over 10 Tons</td>
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<td>Hydralifts/boom Trucks, 10 Tons And Under</td>
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<td>Loader, Overhead 8 Yards. &amp; Over</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
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<td>Loaders, Overhead Under 6 Yards</td>
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<td>Loaders, Plant Feed</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
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<td>Skagit</td>
<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Outside Hoists (elevators And Manlifts), Air Tuggers,strato</td>
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<td>7A</td>
<td>3C</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
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<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
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<td>7A</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
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<td>7A</td>
<td>3C</td>
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<td>Overhead, Bridge Type: 100 Tons And Over</td>
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<td>Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
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<td>Pile Driver (other Than Crane Mount)</td>
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<td>Plant Oiler - Asphalt, Crusher</td>
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<td>Pumps - Water</td>
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<td>Quad 9, Hd 41, D10 And Over</td>
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<td>7A</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Rigger And Bellman</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Rigger/Signal Person, Bellman (Certified)</td>
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<td>Roller, Other Than Plant Mix</td>
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<td>7A</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Roller, Plant Mix Or Multi-lift Materials</td>
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<td>7A</td>
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<td>Skagit</td>
<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Roto-mill, Roto-grinder</td>
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<td>7A</td>
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<td>Skagit</td>
<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Saws - Concrete</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Scraper, Self Propelled Under 45 Yards</td>
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<td>7A</td>
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<tr>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Scrapers - Concrete &amp; Carry All</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Scrapers, Self-propelled: 45 Yards And Over</td>
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<td>Service Engineers - Equipment</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shotcrete/gunit Equipment</td>
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<td>Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.</td>
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<td>7A</td>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
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<td>Skagit</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoes: Over 90 Metric Tons</td>
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<td>Skagit</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Slipform Pavers</td>
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<td>Skagit</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Spreader, Topsider &amp; Screedman</td>
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<td>Skagit</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Subgrader Trimmer</td>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Tower Bucket Elevators</td>
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<td>Skagit</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Tower Crane Up To 175' In Height Base To Boom</td>
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<tr>
<td>Skagit</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Tower Crane: over 175' through 250' in height, base to boom</td>
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<td>Tower Cranes: over 250' in height from base to boom</td>
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<td>Transporters, All Track Or Truck Type</td>
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<td>Skagit</td>
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<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
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<td>Truck Crane Oiler/driver Under 100 Tons</td>
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<td>Wheel Tractors, Farmall Type</td>
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<td>Skagit</td>
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<td>Skagit</td>
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<td>Skagit</td>
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<td>Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)</td>
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<td>Oiler</td>
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<td>Well Drillers &amp; Irrigation Pump Installers</td>
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Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

   G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

   J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

   K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

   M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.
Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

   R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

   W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

   C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
Overtime Codes Continued

3. **D.** 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 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.

**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.

**I.** All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day ten hour work week (Tuesday through Friday,) 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 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.

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 Saturdays 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.

Holiday Codes


D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and
Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

Saturday after Thanksgiving Day, And Christmas Day (8).


**Holiday Codes Continued**


Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

Holiday (10).


Holiday Codes Continued


Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President’s Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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.


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.

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. Holiday Codes Continued

7. K. 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. 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 Friday and Saturday 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.

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.


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, 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.
Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following 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 100’ To 150’ -$3.00 per Foot for Each Foot Over 100 Feet
   - Over 150’ To 220’ -$4.00 per Foot for Each Foot Over 150 Feet
   - Over 220’ -$5.00 per Foot for Each Foot Over 220 Feet

Note Codes Continued

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
   - Over 50’ To 100’ -$1.00 per Foot for Each Foot Over 50 Feet
   - Over 100’ To 150’ -$1.50 per Foot for Each Foot Over 100 Feet
   - Over 150’ To 200’ -$2.00 per Foot for Each Foot Over 150 Feet
   - Over 200’ -Divers May Name Their Own Price

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.

R. 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.

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.
General Decision Number: WA170001 06/09/2017  WA1

Superseded General Decision Number: WA20160001

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 $10.20 for calendar year 2017 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 $10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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CARP0001-008 06/01/2015

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<tr>
<td>GROUP 9</td>
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</table>
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 carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator
Not Under Pressure

GROUP 8: Assistant Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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<td>66-100 MILES</td>
<td>$3.25/PER HOUR</td>
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<td>ZONE 4</td>
<td>OVER 100 MILES</td>
<td>$4.75/PER HOUR</td>
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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 (302 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.
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 and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

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<tr>
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<td>CARPENTERS................</td>
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<td>DIVERS TENDERS...........</td>
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<td>DIVERS....................</td>
<td>$77.08</td>
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<td>DRYWALL...................</td>
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<tr>
<td>PILEDRIVERS..............</td>
<td>$33.04</td>
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</tbody>
</table>

DEPTH PAY:
50 TO 100 FEET  $1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities
CARP0770-003 06/01/2015

<table>
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<td>DIVERS.....................$ 73.44</td>
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<td>MILLWRIGHT AND MACHINE</td>
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<td>PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING.......$ 40.61</td>
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(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:

<table>
<thead>
<tr>
<th>Seattle</th>
<th>Olympia</th>
<th>Bellingham</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auburn</td>
<td>Bremerton</td>
<td>Anacortes</td>
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<tr>
<td>Renton</td>
<td>Shelton</td>
<td>Yakima</td>
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<tr>
<td>Aberdeen-Hoquiam</td>
<td>Tacoma</td>
<td>Wenatchee</td>
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<tr>
<td>Ellensburg</td>
<td>Everett</td>
<td>Port Angeles</td>
</tr>
<tr>
<td>Centralia</td>
<td>Mount Vernon</td>
<td>Sunnyside</td>
</tr>
<tr>
<td>Chelan</td>
<td>Pt. Townsend</td>
<td></td>
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</tbody>
</table>

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
CARP0770-006 06/01/2016

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<tr>
<td>CARPENTERS</td>
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<td>CARPENTERS</td>
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<td>13.66</td>
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(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLwrightS AND PILEDRIVERS)

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

Seattle    Olympia    Bellingham
Auburn    Bremerton    Anacortes
Renton    Shelton    Yakima
Aberdeen-Hoquiam    Tacoma    Wenatchee
Ellensburg    Everett    Port Angeles
Centralia    Mount Vernon    Sunnyside
Chelan    Pt. Townsend

Zone Pay:
0 - 25 radius miles Free
26 - 35 radius miles $1.00/hour
36 - 45 radius miles $1.15/hour
46 - 55 radius miles $1.35/hour
Over 55 radius miles $1.55/hour

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

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

Zone Pay:
0 - 25 radius miles Free
26 - 45 radius miles $ .70/hour
Over 45 radius miles $1.50/hour
CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

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CLARK, Klickitat and Skamania Counties

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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.

COWLITZ AND WAHKIAKUM COUNTY

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**ELEC0112-005 06/01/2016**

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**ELEC0191-003 06/01/2017**

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**ELEC0191-004 06/01/2017**

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<tr>
<td>CABLE SPLICER</td>
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<td>ELECTRICIAN</td>
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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 Juana, Skagit, Snohomish, Whatcom and Yakima (West of the 120th Meridian) Counties

Zone 1 (0-25 radius miles):

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<th>Fringes</th>
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<tr>
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<tr>
<td>Group 1A</td>
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<td>Group 1AAA</td>
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</tr>
<tr>
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<td>Group 4</td>
<td>$ 37.70</td>
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Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type
GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards 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; Pumpers-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator
HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus $ .25 per hour.
H-3 Class "B" Suit - Base wage rate plus $ .50 per hour.
H-4 Class "A" Suit - Base wage rate plus $ .75 per hour.

ZONE 1:

POWER EQUIPMENT OPERATOR

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<th>Group</th>
<th>Rate</th>
<th>Fringes</th>
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</thead>
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</tr>
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<td>8</td>
<td>$29.56</td>
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</table>

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, Nozzlem; 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 Pugmixin (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 Operator (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 yrs.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot
BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft $ .50 over scale
Over 250 ft $ .80 over scale

NOTE:
In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:
Anyone working on HAZMAT jobs, working with supplied air shall receive $1.00 an hour above classification.

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LEWIS, PIERCE, 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):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1A          $ 38.39</td>
<td>17.40</td>
</tr>
<tr>
<td>GROUP 1AA         $ 38.96</td>
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<tr>
<td>GROUP 1AAA        $ 39.52</td>
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<td>GROUP 1           $ 37.84</td>
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<tr>
<td>GROUP 2           $ 37.35</td>
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<td>GROUP 3           $ 36.93</td>
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<tr>
<td>GROUP 4           $ 34.57</td>
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</tbody>
</table>

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) = $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments
GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derrick on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader-overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox-Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydraliftsboom 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; Hydraliftsboom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator
FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million, excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus $.50 per hour.
H-2 Class "C" Suit - Base wage rate plus $1.00 per hour.
H-3 Class "B" Suit - Base wage rate plus $1.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $2.00 per hour.

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ENGI0701-002 01/01/2015

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

POWER EQUIPMENT OPERATORS: ZONE 1

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<th>Rates</th>
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<td>GROUP 1</td>
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Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00
For the following metropolitan counties: MULTNOMAH; ClACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.
POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1 Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments; Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2 Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size
Group 3 Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4 Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine;
Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

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

Group 6 Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid 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

WA170001 Modification 8
Federal Wage Determinations for Highway Construction
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IRON0029-002 07/01/2015

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IRON0086-002 07/01/2016

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IRON0086-004 07/01/2016

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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

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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 Tailhouseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhouseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when 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)
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..........................$ 26.76            11.30

LABORER
GROUP 1...............................$ 24.85            10.99
GROUP 2...............................$ 28.45            10.99
GROUP 3...............................$ 35.54            10.99
GROUP 4...............................$ 36.41            10.99
GROUP 5...............................$ 36.99            10.99

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, airtrac); 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 gas 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).
LABO0292-008 06/01/2017

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

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<tr>
<td>LABORER GROUP 1</td>
<td>$24.85</td>
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<tr>
<td>LABORER GROUP 2</td>
<td>$28.45</td>
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<td>LABORER GROUP 3</td>
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<td>LABORER GROUP 4</td>
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<td>LABORER GROUP 5</td>
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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, aka trac); 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).
CLAIRK, 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

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<td>GROUP 7:</td>
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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: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)
GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritant 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; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power J acks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timermen; 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

----------------------------------------------------------------
LAB00335-019 09/01/2013

Rates Fringes
Hod Carrier.................. $30.47 10.05
----------------------------------------------------------------
LABO0348-003 06/01/2017

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

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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, airtrac); 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).
LABO0440-001 06/01/2017

KING COUNTY

<table>
<thead>
<tr>
<th>LABORER</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1</td>
<td>$24.85</td>
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<tr>
<td>GROUP 2</td>
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<td>$35.54</td>
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<tr>
<td>GROUP 4</td>
<td>$36.41</td>
<td>10.99</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$36.99</td>
<td>10.99</td>
</tr>
</tbody>
</table>

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, airtrac); 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; Nozzlemen (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; 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 12/01/2016

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>STRIPERS............$ 30.58 14.27</td>
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</tbody>
</table>

----------------------------------------------------------------
PAIN0005-004 03/01/2009

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

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>PAINTER..............$ 20.82 7.44</td>
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WA170001 Modification 8
Federal Wage Determinations for Highway Construction
ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| PAINTER
  Application of Cold Tar Products, Epoxy, Polyurethane, Acids, Radiation Resistant Material, Water and Sandblasting..........$ 29.10 | 11.04 |
  Over 30'/Swing Stage Work..$ 22.20 | 7.98 |
  Brush, Roller, Striping, Steam-cleaning and Spray....$ 24.00 | 11.04 |
  Lead Abatement, Asbestos Abatement....................$ 21.50 | 7.98 |

*$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| PAINTER
  Brush & Roller.............$ 23.02 | 10.77 |
  High work - All work 60 ft. or higher..............$ 24.22 | 10.77 |
  Spray and Sandblasting......$ 23.02 | 10.77 |

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| Painters:
  HIGHWAY & PARKING LOT
  STRIPER....................$ 34.37 | 11.38 |
**PLAS0072-004 07/01/2016**

ADAMS, ASOTIN, BENTON, CHelan, COLUMbIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTItas, LINcOLN, OKANOgAN, PEND OREille, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
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</tr>
<tr>
<td>ZONE 1......................</td>
<td>$ 27.13</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rate): Zone 2 - $2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

**PLAS0528-001 06/01/2017**

CLALLAM, COWLITZ, GRAYs HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CEMENT MASON</td>
<td></td>
</tr>
<tr>
<td>$ 40.52</td>
<td>16.54</td>
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<tr>
<td>COMPOSITION, TROWEL</td>
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<tr>
<td>MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE</td>
<td>$ 41.02</td>
</tr>
<tr>
<td>TROWLING MACHINE OPERATOR ON COMPOSITION</td>
<td>$ 41.02</td>
</tr>
</tbody>
</table>

**PLAS0555-002 06/01/2015**

CLARK, Klickitat and skAMAnIA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CEMENT MASON</td>
<td></td>
</tr>
<tr>
<td>CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD</td>
<td>$ 30.58</td>
</tr>
<tr>
<td>CEMENT MASONs ON SUSPENDED, SWinging AND/OR HANGING SCAFFOLD</td>
<td>$ 30.58</td>
</tr>
<tr>
<td>CEMENT MASONS</td>
<td>$ 29.98</td>
</tr>
<tr>
<td>COMPOSITION WORKERS AND POWER MACHINERY OPERATORS</td>
<td>$ 31.18</td>
</tr>
</tbody>
</table>

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00
BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

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TEAM0037-002 06/01/2016

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

Rates Fringes
Truck drivers:

ZONE 1
GROUP 1.................$ 27.60          14.37
GROUP 2..................$ 27.72          14.37
GROUP 3..................$ 27.85          14.37
GROUP 4..................$ 28.12          14.37
GROUP 5..................$ 28.34          14.37
GROUP 6..................$ 28.51          14.37
GROUP 7..................$ 28.71          14.37

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 thereof: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom 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 01/01/2017

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

Rates Fringes

Truck drivers:
ZONE A:
GROUP 1: ..................$ 34.13 18.57
GROUP 2: ..................$ 33.29 18.57
GROUP 3: ..................$ 30.48 18.57
GROUP 4: ..................$ 25.51 18.57
GROUP 5: ..................$ 33.68 18.57

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:

BELLENGHAM  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

WA170001  Modification 8
Federal Wage Determinations for Highway Construction
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; Leerverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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WA170001 Modification 8
Federal Wage Determinations for Highway Construction
TEAM0690-004 01/01/2017

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers: (AREA 1:</td>
<td></td>
</tr>
<tr>
<td>SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties</td>
<td></td>
</tr>
<tr>
<td>AREA 1: LEWISTON ZONE CENTER:</td>
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<tr>
<td>Asotin, Columbia, and Garfield Counties</td>
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<tr>
<td>AREA 2: PASCO ZONE CENTER:</td>
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<tr>
<td>Benton, Franklin, Walla Walla and Yakima Counties)</td>
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<tr>
<th>AREA 1:</th>
<th>GROUP 1....................$ 20.97</th>
<th>17.25</th>
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<tr>
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<td>GROUP 2....................$ 23.24</td>
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<td>GROUP 3....................$ 23.74</td>
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<td>GROUP 4....................$ 24.07</td>
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<td>GROUP 7....................$ 24.88</td>
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<td>GROUP 8....................$ 25.24</td>
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<th>AREA 2:</th>
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<td>GROUP 2....................$ 25.75</td>
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<td>GROUP 3....................$ 25.86</td>
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<td>GROUP 6....................$ 26.30</td>
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<td>GROUP 7....................$ 27.20</td>
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<tr>
<td></td>
<td>GROUP 8....................$ 27.16</td>
<td>17.25</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rate: Zone 1 + $2.00)

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)
GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy (over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

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

LEVEL C-D: -.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.)
LEVEL A-B: - $1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

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

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

----------------------------------------------------------------

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

================================================================

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 C

Construction Contract and Contract Bond-Informational Only
CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, effective upon the date of mutual execution, is made and entered into between Skagit County, Washington, and ________________, hereinafter called the Contractor.

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

I. The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of Lower Finney Creek Bridge Repairs Project #ES40089-3, Federal Aid #BHS-W290(001) in accordance with and as described in the attached plans and specifications and the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction M 41-10 2016 edition, which are by this reference incorporated herein and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

III. Skagit County, Washington, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

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

V. It is further provided that no liability shall attach to Skagit County by reason of entering into this contract, except as provided herein.

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

CONTRACTOR

Signature ________________________  Mailing Address:
Printed __________________________
Title ____________________________
Date ____________________________  Telephone No. (___) ____-____
DATED this _____ day of _______________, 2017.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

__________________________________________________________________________

Ron Wesen, Chair

__________________________________________
Kenneth A. Dahlstedt, Commissioner

Attest: Lisa Janicki, Commissioner

__________________________________________________________________________

Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

Recommended: County Administrator

__________________________________________________________________________

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director
LOCAL AGENCY CONTRACT BOND –
Highway Construction

KNOW ALL MEN BY THESE PRESENTS, that ______________________________

__________________________ of________________________________________________________,
as Principal, and _________________________________________________as

Surety, are jointly and severally held and bound unto the County of Skagit in the penal
sum of ________________________________ ($____________), dollars, for the
payment of which we jointly and severely bind ourselves, our heirs, executors,
administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the ____________ da y
of ________________ A.D., 2017 , the said Principal, herein, executed a certain
contract with the County of Skagit by the term s, conditions and provisions of which
contract the said _________________________________, Principal, herein agree to

furnish all material and do certain work, to wit: That ___________________________

will undertake and complete the construction of

LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT #ES40089-3
Federal Aid #BHS-W290(001)

according to the maps, plans and specifications made a part of said contract, which
contract as so executed, is hereunto attached, is now referred to and by reference is
incorporated herein and made a part hereof as fully for all purposes as if here set forth
at length. The bond shall cover all approved change orders as if they were in the
original contract. Similarly, the bond shall cover payment of all taxes incurred on said
contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes
imposed on the Principle under Title 82 RCW.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and
comply with the terms, conditions and provisions of said contract in all respects and
shall well and truly and fully do and perform all matters and things by them undertaken
to be performed under said contract, upon the terms proposed therein, and within the
time prescribed therein, and until the same is accepted, and shall pay all laborers,
mechanics, subcontractors and material men, and all persons who shall supply such
contractor or subcontractor with provisions and supplies for the carrying on of such
work, and shall pay all taxes pursuant to Title 50 and 51, and 82 RCW, and shall in all
respects faithfully perform said contract according to law, then this obligation to be void,
otherwise to remain in full force and effect.
WITNESS our hands this __________ day of _____________________, 2017.

_________________________________
_________________________________
_________________________________
(Principal)

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

APPROVED AS TO FORM
RICH WEYRICH
Skagit County Prosecuting Attorney

APPROVED AS TO FORM
JESSICA NEIL HOYSON
Skagit County Risk Manager

BY: _______________________________
Approving Authority

DATE: _____________________, 2017

SURETY BOND NUMBER

______________________________

CONTRACT NUMBER

______________________________
APPENDIX D
Proposal Forms-Informational Only
Proposal for Bidding Purposes

For the Construction of:

LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT #ES40089-3

Federal Aid #B HS-W290(001)

SKAGIT COUNTY PUBLIC WORKS

INFORMATIONAL ONLY
SKAGIT COUNTY
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273

PROPOSAL

Lower Finney Creek Bridge Repairs Project #ES40089-3
Federal Aid # BHS-W290(001)

Skagit County, Washington
2017

All bid envelopes must be plainly marked on the outside, “Sealed Lower Finney Creek Bridge Repairs Project”.

Sealed Bids will be received at the following location before the specified time:

   **Bids may be hand delivered to:** The Reception Desk of Skagit County Commissioners Office, located at 1800 Continental Place, Mount Vernon, WA.

   **Bids may be mailed to:** Skagit County Commissioners
   1800 Continental Place, Suite 100
   Mount Vernon, Washington, 98273

The bid opening date for this project will be **Wednesday, July 5, 2017**. The bids will be publicly opened and read after **10:00 a.m.** on this date.

Bid Advertisement: Skagit Valley Herald – June 15, June 22, and June 29, 2017
Daily Journal of Commerce – June 15, June 22, and June 29, 2017

ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE
Attention:

This certifies that the undersigned has examined the location of:

LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT #ES40089-3
Federal Aid #BHS-W290(001)

and that the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications, and contract, and the following schedule of rates and process:

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

The Contractor shall include State Sales Tax with the bid, per Section APWA GSP 1-07.2(1) of the contract Special Provisions; Rule 171 applies.

LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT #ES40089-3

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Spec</th>
<th>QTY</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>SPCC Plan</td>
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<td>$__________</td>
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<tr>
<td>Item No.</td>
<td>Description</td>
<td>Spec</td>
<td>QTY</td>
<td>Unit of Measure</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
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<td>$__________</td>
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<td>Unit of Measure</td>
<td>Unit Price</td>
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</tr>
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<td>$__________</td>
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**TOTAL BID AMOUNT** $__________

NOTE: THE WORK ON THIS CONTRACT IS TO BE PERFORMED UPON LANDS WHOSE OWNERSHIP OBLIGATES THE CONTRACTOR TO PAY STATE SALES TAX ON PORTIONS OF THE PROJECT WORK AND OBLIGATES THE CONTRACTOR TO COLLECT STATE SALES TAX FROM THE CONTRACTING AGENCY ON OTHER PORTIONS OF THE PROJECT AS FOLLOWS:

THE PROVISIONS OF SECTION 1-07.2(1) AND DEPARTMENT OF REVENUE RULE 171 APPLY.
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.

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

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:

☐ CASHIER’S CHECK In the amount of $_______________________ Dollars
☐ CERTIFIED CHECK (Payable to Skagit County) In the amount of $_______________________ Dollars
☐ PROPOSAL BOND In the amount five percent (5%) of the total bid

Receipt is hereby acknowledged of Addendum(s) No.(s) ________, ________, & ________

Signature of Authorized Officials(s):

Proposal Must Be Signed

______________________________

PRINT NAME

Firm Name: _____________________________
Address: _______________________________

E-mail: ______________________________
Telephone No.: _______________________

State of Washington Contractor’s License No. ________________________________
UBI No. ________________________________
Employment Security Department No. ________________________________

Note:

(1) This proposal form is not transferable and any alteration of the firm’s name entered hereon without prior permission from the Skagit County will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the Standard Specifications, “Preparation of Proposal”, or “Article 4” of the Instruction to Bidders for building construction jobs.

BID PROPOSAL MUST BE SIGNED.

FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.
SUBMIT THE ENCLOSED PROPOSAL BOND FORM WITH YOUR PROPOSAL

USE OF OTHER FORMS MAY SUBJECT YOUR BID TO REJECTION
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _______________________________
_______________________________________________________________________________
of ____________________________________________________________ as principal, and the
_______________________________________________________________ a corporation duly
organized under the laws of the State of ______________________________________________,
and authorized to do business in the State of Washington, as surety, are held and firmly bound unto
Skagit County in the full and penal sum of five (5) percent of the total amount of the bid proposal of
said principal for the work hereinafter described for the payment of which, well and truly to be made,
we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by
these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting
his or its sealed proposal for the following highway construction, to wit:

LOWER FINNEY CREEK BRIDGE REPAIRS PROJECT, #ES40089-3
Federal Aid #BHS-W290(001)
said bid and proposal, by reference thereto, being made a part hereof.

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

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this _______ day of __________________, 2017.

____________________________________
(Principal)

____________________________________
(Surety)

____________________________________
(Attorney-in-fact)
Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
Instructions for
Disadvantaged Business Enterprise Utilization Certification
(DOT Form 272-056)

To be eligible for award of the contract, the bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification form with the bidder’s sealed Bid Proposal that demonstrates how the bidder intends to meet the DBE Condition of Award (COA) goal.

| Box 1: Name of Bidder (Proposal holder) submitting a bid. |
| Column 1: Name of the Disadvantaged Business Enterprise (DBE) and Certificate Number. |
| Column 2: The Project Role that the DBE will be performing as follows; |
| • Prime, |
| • Joint Venture, |
| • Subcontractor, |
| • Manufacturer, |
| • Regular Dealer* |

The role is used to determine what portion of the DBE participation may be credited toward the goal. See Crediting DBE Participation toward Meeting the Goal as described in the Disadvantaged Business Enterprise Condition of Award Participation specification.

| Column 3: A description of the work to be performed by the DBE consistent with the eligible Description of Work in the Directory of Certified DBE firms. If the DBE is to perform a portion of a bid item, then state Partial and what work is included, e.g., “Electrical (Partial) – Trenching”. “Mobilization” will not be accepted as a description of work as it is not considered a distinct item of work that a DBE is certified to perform. The bidder may rely upon the descriptors listed in the Directory of Certified DBE Firms. |

| Column 4: The dollar amount for each DBE listed in the certification that the prime intends to apply towards meeting the DBE contract goal. It may be that only a portion of the amount paid to the DBE is eligible as COA participation. See Crediting DBE Participation in the special provisions; Disadvantaged Business Enterprise Condition of Award Participation. |

| Box 2: The goal stated in the contract in terms of a dollar amount or a percentage as noted under the general special provision; DBE Condition of Award (COA) Goal, Disadvantaged Business Enterprise Condition of Award Participation. When expressed as a percentage it is a percentage of the sum total of all bid items as submitted in the bidder’s proposal. |

| Box 3: The total for column 4. This value must equal or exceed the goal amount. |

* Note: In accordance with 49 CFR 26.55(e)(2)(i), if the materials or supplies are purchased from a DBE Regular Dealer, the amount to be counted towards the DBE will be sixty percent (60%) of the cost of the materials or supplies, e.g., Material cost: $100,000, allowable amount toward DBE goal: $60,000.
Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder’s efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder’s Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

certifies that the Disadvantaged Business Enterprise (DBE) (Box 1) Name of Bidder

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 those firms where an “Amount to be Applied Towards Goal” is listed. (If necessary, use additional sheet.)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4 **</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of DBE Certificate Number</td>
<td>Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)</td>
<td>Description of Work</td>
<td>Amount to be Applied Towards Goal</td>
</tr>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>10.</td>
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</table>

Disadvantaged Business Enterprise Subcontracting Goal: Box 2 DBE Total $ Box 3

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section “Crediting DBE Participation Toward Meeting the Goal” in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

Skagit County
Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: Lower Finney Creek Bridge Repairs Project, #ES40089-3

Bidder's Business Name: ________________________________

DBE's Business Name: ________________________________

DBE Signature: ________________________________

DBE's Title: ________________________________

Date: ________________________________

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; Disadvantaged Business Enterprise Condition of Award Participation.

Description of Work: ________________________________

Amount to be Applied Towards Goal: ________________________________
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract Title</th>
<th>Engineer</th>
<th>Reclaimed Hot Mix Asphalt</th>
<th>Recycled Concrete Aggregate</th>
<th>Recycled Glass</th>
<th>Steel Furnace Slag</th>
<th>Other Recycled Aggregates</th>
<th>Contract Total Quantity</th>
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<tr>
<td>Fine Aggregate for Portland Cement Concrete</td>
<td>9-03.1(2)</td>
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<tr>
<td>Aggregates for Hot Mix Asphalt</td>
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<tr>
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<td>Backfill for Sand Drains</td>
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<tr>
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<tr>
<td>TOTAL (recycled materials and contract total quantity)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Reclaimed Hot Mix Asphalt</th>
<th>Reclaimed Asphalt Shingles</th>
<th>Steel Furnace Slag</th>
<th>Other Recycled Materials</th>
<th>Total Quantity</th>
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<td>Hot Mix Asphalt</td>
<td>5-04.2</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

I declare that the statements made in this document, including attachments, are complete, true and accurate.
Signed by an authorized representative of the Contractor

Contractor Representative Name: 
Signature: 
Title: 
Date: 

INSTRUCTIONS:
The Contractor shall report the quantity in **tons** for each type of recycled material that was used for each of the listed materials. If the Contract did not include the listed material or recycled materials were not used for this material a "0" shall be entered in the box. The Standard Specifications in Section 9-03.21 do not allow the use of recycled materials in the boxes that are shaded. If the Contract Provisions allowed and the Contractor utilized recycled materials for any of these items the amount of recycled material shall be entered in the box. The contract total quantity for each aggregate material (e.g., Fine Aggregate for Portland Cement Concrete) is the total weight in tons and includes both recycled and natural occurring materials. The total quantity for hot mix asphalt (HMA) is the total HMA weight in tons and includes recycled asphalt pavement (RAP) and new HMA materials.

Other recycled aggregates include other material sources that are utilized on a project. These sources include on-site recycling and aggregates from returned (uncured) concrete. Roadway excavation and embankment are not allowed in the quantity for other aggregate materials or other recycled aggregates.

Attach cost estimates as required in Section 1-06.6 of the Standard Specifications when the total percentage of recycled aggregate and concrete is less than 25 percent of the required amount for the entire Contract.

DOT Form 350-075
Revised 10/2015

12 of 13
Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

Required Contract Provisions for Federal Aid Construction Contracts-
FHWA 1273
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).


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
"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 contractor). "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.
APPENDIX F

Permits
Lower Finney Creek Bridge Repairs

Skagit County Public Works is proposing surface overlay, expansion joint repairs, and minor painting on the Lower Finney Creek Bridge. Bridge deck and approaches will be resurfaced with concrete and hot-mix asphalt respectively. The existing bridge has a span of 120 feet and is 28 feet wide including two 13-foot lanes. Approaches leading up to the bridge have two 11-foot lanes with 2-foot shoulders. The proposed project will not expand the existing wearing surface of the bridge or approaches. The project footprint is located entirely within the existing roadway and bridge structure, so no bare ground or vegetation will be impacted. As such, no clearing or grading will be required.

PROVISIONS

1. TIMING LIMITATION: You may begin the project on June 1, 2017 and you must complete the project by September 30, 2017.

2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled Lower Finney Creek Bridge Repairs, dated January 5, 2017. You must have a copy of these plans available on site during all phases of the project construction.

3. INVASIVE SPECIES CONTROL: Thoroughly clean all equipment and gear before arriving and leaving the job site to prevent the transport and introduction of aquatic invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. You can find additional information in the Washington Department of Fish and Wildlife’s Invasive Species Management Protocols (November 2012), available online at http://wdfw.wa.gov/publications/01490/wdfw01490.pdf.

4. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

5. Use existing roadways or travel paths.

6. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.

7. Confine the use of equipment to the specific access and work corridor shown in the approved plans.

8. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
10. Deposit all trash from the project at an appropriate upland disposal location.

11. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.
MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project’s impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. Minor modifications do not require you to pay additional application fees or be issued a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor’s signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. Do not include payment with your request. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you paid an application fee for your original HPA you must pay an additional $150 for the major modification. If you did not pay an application fee for the original HPA, no fee is required for a change to it. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, payment if the original application was subject to an application fee, and the requestor's signature. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov, but must send a check or money order for payment by surface mail. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.
A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director’s or designee’s written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist Wayne.Watne@dfw.wa.gov for Director
Wayne Watne 360-466-4345, Ext:231 WDFW
APPENDIX G

Vicinity Map and Plans