

Contract Provisions and Plans

For Construction of:

**INSTALL/UPGRADE GUARDRAIL
WITH REFLECTORS #ES07000-12**

Federal Aid # HSIP-000S(578)

SKAGIT COUNTY PUBLIC WORKS



Install/Upgrade Guardrail with Reflectors #ES07000-12

Schedule A: South Skagit Highway (MP 11.66 to MP 12.13)

Installation of approximately 0.47 miles of traffic barrier guardrail along South Skagit Highway. The work to be performed includes but is not limited to: removal of 2,366 linear feet of existing guardrail; installation of approximately 2,366 linear feet of Beam Guardrail Type 31, Beam Guardrail non-flared terminal and anchors; flexible guide posts with reflective sheeting; traffic control, and other work.

Schedule B: South Skagit Highway (MP 17.21 to MP 17.56)

Installation of approximately 0.35 miles of traffic barrier guardrail along South Skagit Hwy. The work to be performed includes but is not limited to: removal of 1,741 linear feet of existing guardrail; installation of approximately 1,741 linear feet of Beam Guardrail Type 31, Beam Guardrail non-flared terminal and anchors; flexible guide posts with reflective sheeting, traffic control, and other work.

Schedule C: Concrete Sauk Valley Road (MP 1.21 to MP 1.66)

Installation of approximately 0.45 miles of traffic barrier guardrail along Concrete Sauk Valley Road. The work to be performed includes but is not limited to: removal of 2,354 linear feet of existing guardrail; installation of approximately 2,354 linear feet of Beam Guardrail Type 31, Beam Guardrail non-flared terminal and anchors; Beam Guardrail buried end terminal type 2; flexible guide posts with reflective sheeting, traffic control, and other work.

Schedule D: Concrete Sauk Valley Road (MP 4.39 to MP4.50)

Installation of approximately 0.11 miles of traffic barrier guardrail along Concrete Sauk Valley Road. The work to be performed includes but is not limited to: removal of 475 linear feet of existing guardrail; installation of approximately 475 linear feet of Beam Guardrail Type 31, Beam Guardrail buried end terminal type 2; flexible guide posts with reflective sheeting, traffic control, and other work.



Schedule: All work to be completed within 35 working days from Notice to Proceed.

Measurement & Payment: Each item will be per the bid proposal.

**INSTALL/UPGRADE GUARDRAIL WITH REFLECTORS
#ES07000-12**

SKAGIT COUNTY, WASHINGTON

**2021
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:



Paul A. Randall-Grutter, P.E.
County Engineer

MAPS, PLANS, AND SPECIFICATIONS APPROVED:


BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ABSENT

Lisa Janicki, Chair



Peter Browning, Commissioner



Ron Wesen, Commissioner

INSTALL/UPGRADE GUARDRAIL WITH REFLECTORS #ES07000-12

CERTIFICATION

We hereby certify that these contract documents were prepared by us or under our direct supervision, and that we are duly registered Professional Engineers under the laws of the State of Washington.

Engineer of Record



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 **Monday, October 18, 2021 at the hour of 2:30 p.m.**, or as soon thereafter as possible.

Attendance will be remote by computer, tablet or smartphone:

<https://us06web.zoom.us/j/87180001980?pwd=eEVGUkxZ3NkQkhYSnhBMEO2RTQrdz09>

or by telephone: 1 (253) 215-8782; Meeting ID: 871 8000 1980 Passcode: 143573

**PROJECT DESCRIPTION: Install/Upgrade Guardrail with Reflectors #ES07000-12;
Federal Aid #HSIP-000S(578)**

Schedule A: South Skagit Highway (MP 11.66 to MP 12.13)

Installation of approximately 0.47 miles of traffic barrier guardrail along South Skagit Highway. The work to be performed includes but is not limited to: removal of 2,366 linear feet of existing guardrail; installation of approximately 2,366 linear feet of Beam Guardrail Type 31, Beam Guardrail non-flared terminal and anchors; flexible guide posts with reflective sheeting; traffic control, and other work.

Schedule B: South Skagit Highway (MP 17.21 to MP 17.56)

Installation of approximately 0.35 miles of traffic barrier guardrail along South Skagit Hwy. The work to be performed includes but is not limited to: removal of 1,741 linear feet of existing guardrail; installation of approximately 1,741 linear feet of Beam Guardrail Type 31, Beam Guardrail non-flared terminal and anchors; flexible guide posts with reflective sheeting, traffic control, and other work.

Schedule C: Concrete Sauk Valley Road (MP 1.21 to MP 1.66)

Installation of approximately 0.45 miles of traffic barrier guardrail along Concrete Sauk Valley Road. The work to be performed includes but is not limited to: removal of 2,354 linear feet of existing guardrail; installation of approximately 2,354 linear feet of Beam Guardrail Type 31, Beam Guardrail non-flared terminal and anchors; Beam Guardrail buried end terminal type 2; flexible guide posts with reflective sheeting, traffic control, and other work.

Schedule D: Concrete Sauk Valley Road (MP 4.39 to MP 4.50)

Installation of approximately 0.11 miles of traffic barrier guardrail along Concrete Sauk Valley Road. The work to be performed includes but is not limited to: removal of 475 linear feet of existing guardrail; installation of approximately 475 linear feet of Beam Guardrail Type 31, Beam Guardrail buried end terminal type 2; flexible guide posts with reflective sheeting, traffic control, and other work

The time limit for physical completion of work is a total of 35 WORKING DAYS.

The Engineer's Estimate Range is \$596,717 to \$678,373.

The Contractor is alerted that this is a Federal funded project. The Disadvantage Business Enterprise (DBE/UDBE) mandatory goal of Seven percent (7%) 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 **September 23, 2021** 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 kelleym@co.skagit.wa.us to be added to plan holders list to receive any addenda that may be issued.

All technical questions regarding this project are to be submitted **no later than 4:00 p.m., Friday, October 1, 2021** in writing to Jennifer Swanson, Project Manager, or by e-mail to jennifers@co.skagit.wa.us with the subject line reading, "Install/Upgrade Guardrail With Reflectors

#ES07000-12". 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 project by 5:00 p.m. Monday, October 4, 2021.** 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 Install/Upgrade Guardrail with Reflectors #ES07000-12"**. Sealed bids shall be received by one of the following delivery methods before **Monday, October 18, 2021 at the hour of 2:30 p.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. Washington State Prevailing Wage Rates apply to this contract and bidders are advised to consider this charge when tabulating bids.

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 forty-five (45) 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 the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Liaison, Grace K. Kane, 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 20 day of September, 2021.



Clerk of the Board

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Daily Journal of Commerce - **September 23rd, 30th, and October 7, 2021**

1	CONTENTS	
2		
3	INTRODUCTION -----	1
4		
5	SPECIAL PROVISIONS	
6	DIVISION 1	
7	GENERAL REQUIREMENTS	
8	DESCRIPTION OF WORK-----	2
9	Definitions -----	3
10	BID PROCEDURES AND CONDITIONS-----	5
11	Prequalification of Bidders -----	5
12	Plans and Specifications -----	5
13	Proposal Forms -----	5
14	Preparation of Proposal -----	6
15	Recycled Materials Proposal -----	6
16	Bid Deposit -----	7
17	Delivery of Proposal-----	7
18	Withdrawing, Revising, or Supplementing Proposal -----	8
19	Public Opening of Proposals -----	9
20	Date Of Opening Bids-----	9
21	Irregular Proposals -----	9
22	Disqualification of Bidders -----	10
23	Pre Award Information -----	11
24	AWARD AND EXECUTION OF CONTRACT-----	11
25	Identical Bid Totals-----	11
26	Execution of Contract-----	11
27	Contract Bond -----	12
28	Judicial Review-----	13
29	SCOPE OF THE WORK-----	13
30	Coordination of Contract Documents, Plans, Special Provisions, -----	13
31	CHANGES-----	13
32	Minor Changes -----	13
33	Unexpected Site Changes -----	13

1		
2	CONTROL OF WORK-----	14
3	Final Inspection-----	14
4	Final Inspection and Operational Testing-----	14
5	Substantial Completion Date-----	14
6	Final Inspection and Physical Completion Date-----	14
7	Operational Testing-----	15
8	Superintendents, Labor and Equipment of Contractor-----	15
9	Method of Serving Notices-----	16
10	Water and Power-----	16
11	CONTROL OF MATERIAL-----	16
12	Buy America-----	16
13	Recycled Materials-----	17
14	LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC-----	18
15	Laws to be Observed-----	18
16	State Taxes-----	18
17	State Sales Tax-----	18
18	State Sales Tax – Rule 171-----	19
19	State Sales Tax – Rule 170-----	19
20	Services-----	20
21	Load Limits-----	20
22	Wages-----	20
23	General-----	20
24	Required Documents-----	20
25	Requirements for Nondiscrimination-----	21
26	Disadvantaged Business Enterprise Participation-----	21
27	Requirements for Nondiscrimination-----	35
28	Federal Agency Inspection-----	42
29	Required Federal Aid Provisions-----	43
30	Contractor's Responsibility for Work-----	43
31	Utilities and Similar Facilities-----	43
32	Public Liability And Property Damage Insurance-----	44
33	Public Convenience and Safety-----	47
34	Construction Under Traffic-----	47

	<u>PAGE</u>
1 Rights of Way-----	48
2 Prosecution and Progress -----	49
3 Preliminary Matters -----	49
4 Preconstruction Conference-----	49
5 Hours of Work -----	50
6 Subcontracting-----	50
7 Progress Schedule -----	51
8 Type A Progress Schedule-----	51
9 Prosecution of Work-----	51
10 Notice to Proceed and Prosecution of Work-----	51
11 Time for Completion -----	52
12 Liquidated Damages -----	53
13 MEASUREMENT AND PAYMENT -----	54
14 Force Account -----	54
15 Mobilization -----	54
16 Payments -----	55
17 Retainage -----	56
18 Time Limitation and Jurisdiction -----	56
19 Claims \$250,000 or Less-----	56
20 Administration of Arbitration -----	56
21 TEMPORARY TRAFFIC CONTROL-----	57
22 Traffic Control Management -----	57
23 General-----	57
24 Measurement -----	57
25 Reinstating Unit Items With Lump Sum Traffic Control-----	57
26	
27	
28	
	DIVISION 2 EARTHWORK
29 TRIMMING AND CLEANUP -----	59
30 Description-----	59
31 Construction Requirements-----	59
32	
33	
	DIVISION 8 MISCELLANEOUS CONSTRUCTION
34 GUARDRAIL -----	60

	<u>PAGE</u>
1 Removing Guadrail and Guardrail Anchor-----	60
2 Payment-----	60
3 APPENDICES-----	61
4 STANDARD PLANS-----	62

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 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 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 3, 2021 APWA GSP)

(February 26, 2021 WSDOT GSP)

(December 9, 2020 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.

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Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

Schedule A: South Skagit Highway (MP 11.66 – 12.13)

Schedule B: South Skagit Highway (MP 17.21 – 17.56)

Schedule C: Concrete Sauk Valley Road (MP 1.21 – 1.66)

Schedule D: Concrete Sauk Valley Road (MP 4.39 – 4.50)

This contract provides for improvement of guardrail along Skagit County Roads, all in accordance with the attached Contract Plans, the Contract Provisions, and the 2021 Standard Specifications.

Schedule A: includes installation of approximately 0.47 miles of Traffic Barrier Guardrail along South Skagit Highway. The work to be performed includes but is not limited to; removal of 2366 linear feet of existing guardrail; installation of approximately 2366 linear feet of Beam Guardrail Type 31; Beam Guardrail Non-Flared Terminal and anchors; Flexible Guide Posts with Reflective Sheeting; Traffic Control and other work.

Schedule B: includes installation of approximately 0.35 miles of Traffic Barrier Guardrail along South Skagit Highway. The work to be performed includes but is not limited to; removal of 1741 linear feet of existing guardrail; installation of approximately 1741 linear feet of Beam Guardrail Type 31; Beam Guardrail Non-Flared Terminal and anchors; Flexible Guide Posts with Reflective Sheeting; Traffic Control and other work.

Schedule C: includes installation of approximately 0.45 miles of Traffic Barrier Guardrail along Concrete Sauk Valley Road. The work to be performed includes but is not limited to; removal of 2354 linear feet of existing guardrail; installation of approximately 2354 linear feet of Beam Guardrail Type 31; Beam Guardrail Non-Flared Terminal and anchors; Beam Guardrail Buried End Terminal Type 2; Flexible Guide Posts with Reflective Sheeting; Traffic Control and other work.

Schedule D: includes installation of approximately 0.11 miles of Traffic Barrier Guardrail along Concrete Sauk Valley Road. The work to be performed includes but is not limited to; removal of 475 linear feet of existing guardrail; installation of approximately 475 linear feet of Beam Guardrail Type 31; Beam Guardrail Buried End Terminal Type 2; Flexible Guide Posts with Reflective Sheeting; Traffic Control and other work.

1 **1-01.3 Definitions**
2 *(January 4, 2016 APWA GSP)*

3
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace
5 them with the following:
6

7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

33 The date on which the Contracting Agency accepts the Work as complete.
34

35 Supplement this Section with the following:
36

37 All references in the Standard Specifications, Amendments, or WSDOT General Special
38 Provisions, to the terms "Department of Transportation", "Washington State
39 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",
40 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".
41

42 All references to the terms "State" or "state" shall be revised to read "Contracting
43 Agency" unless the reference is to an administrative agency of the State of Washington,
44 a State statute or regulation, or the context reasonably indicates otherwise.
45

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

1 All references to “final contract voucher certification” shall be interpreted to mean the
2 Contracting Agency form(s) by which final payment is authorized, and final completion
3 and acceptance granted.
4
5 **Additive**
6 A supplemental unit of work or group of bid items, identified separately in the Bid
7 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
8 to the base bid.
9
10 **Alternate**
11 One of two or more units of work or groups of bid items, identified separately in the Bid
12 Proposal, from which the Contracting Agency may make a choice between different
13 methods or material of construction for performing the same work.
14
15 **Business Day**
16 A business day is any day from Monday through Friday except holidays as listed in
17 Section 1-08.5.
18
19 **Contract Bond**
20 The definition in the Standard Specifications for “Contract Bond” applies to whatever
21 bond form(s) are required by the Contract Documents, which may be a combination of a
22 Payment Bond and a Performance Bond.
23
24 **Contract Documents**
25 See definition for “Contract”.
26
27 **Contract Time**
28 The period of time established by the terms and conditions of the Contract within which
29 the Work must be physically completed.
30
31 **Notice of Award**
32 The written notice from the Contracting Agency to the successful Bidder signifying the
33 Contracting Agency’s acceptance of the Bid Proposal.
34
35 **Notice to Proceed**
36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
37 and directing the Contractor to proceed with the Work and establishing the date on which
38 the Contract time begins.
39
40 **Traffic**
41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
42 equestrian traffic.
43

Bid Procedures and Conditions

Prequalification of Bidders

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	4	Furnished automatically upon award.
Contract Provisions	4	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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

1-02.5 Proposal Forms

(July 31, 2017 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 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

Preparation of Proposal

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

Supplement this section with the following:

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

WSDOT Form 422 031 (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 DBE participation have been unsuccessful.

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

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

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

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
(June 17, 2021 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

DBE Utilization Certification

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

1 **DBE Written Confirmation and/or GFE Documentation**

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

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

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

23
24 Proposals that are received as required will be publicly opened and read as specified in
25 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that
26 is received after the time specified in the Call for Bids for receipt of Bid Proposals, or
27 received in a location other than that specified in the Call for Bids. The Contracting
28 Agency will not open or consider any "Supplemental Information" (DBE confirmations, or
29 GFE documentation) that is received after the time specified above, or received in a
30 location other than that specified in the Call for Bids.

31
32 If an emergency or unanticipated event interrupts normal work processes of the
33 Contracting Agency so that Proposals cannot be received at the office designated for
34 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
35 Proposal will be deemed to be extended to the same time of day specified in the
36 solicitation on the first work day on which the normal work processes of the Contracting
37 Agency resume.

38
39 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
40 *(July 23, 2015 APWAGSP)*

41
42 Delete this section, and replace it with the following:

43
44 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
45 withdraw, revise, or supplement it if:

- 46
47 1. The Bidder submits a written request signed by an authorized person and
48 physically delivers it to the place designated for receipt of Bid Proposals, and
49 2. The Contracting Agency receives the request before the time set for receipt of
50 Bid Proposals, and
51 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
52 Agency before the time set for receipt of Bid Proposals.

1
2 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
3 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
4 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
5 supplemented package in its entirety. If the Bidder does not submit a revised or
6 supplemented package, then its bid shall be considered withdrawn.

7
8 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
9 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
10 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

11 12 **Public Opening of Proposals**

13
14 Section 1-02.12 is supplemented with the following:

15
16 ***(August 3, 2015)***

17 ***Date of Opening Bids***

18 The bid opening date for this project is *** October 18, 2021 ***. Bids received will be
19 publicly opened and read after 2:30 P.M. Pacific Time on this date.

20
21 Bids may be hand delivered to: The reception desk of Skagit County Commissioners
22 Office, located at 1800 Continental Place, Mount Vernon, WA.
23 Or mailed to:

24
25 Skagit County Commissioners
26 1800 Continental Place, Suite 100
27 Mount Vernon, Washington, 98273.

28 29 **1-02.13 Irregular Proposals**

30 *(October 1, 2020 APWA GSP)*

31
32 Delete this section and replace it with the following:

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

- 1 j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
2 as required in Section 1-02.6, or if the documentation that is submitted fails to
3 demonstrate that a Good Faith Effort to meet the Condition of Award was
4 made;
5 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as
6 required in Section 1-02.6, or if the documentation that is submitted fails to
7 meet the requirements of the Special Provisions;
8 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as
9 required in Section 1-02.6, or if the documentation that is submitted fails to
10 meet the requirements of the Special Provisions;
11 m. The Bid Proposal does not constitute a definite and unqualified offer to meet
12 the material terms of the Bid invitation; or
13 n. More than one Proposal is submitted for the same project from a Bidder
14 under the same or different names.
15
16 2. A Proposal may be considered irregular and may be rejected if:
17 a. The Proposal does not include a unit price for every Bid item;
18 b. Any of the unit prices are excessively unbalanced (either above or below the
19 amount of a reasonable Bid) to the potential detriment of the Contracting
20 Agency;
21 c. Receipt of Addenda is not acknowledged;
22 d. A member of a joint venture or partnership and the joint venture or
23 partnership submit Proposals for the same project (in such an instance, both
24 Bids may be rejected); or
25 e. If Proposal form entries are not made in ink.
26

27 **1-02.14 Disqualification of Bidders**

28 *(May 17, 2018 APWA GSP, Option A)*
29

30 Delete this section and replace it with the following:
31

32 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
33 responsibility criteria in RCW 39.04.350(1), as amended.
34

35 The Contracting Agency will verify that the Bidder meets the mandatory bidder
36 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
37 Contracting Agency reserves the right to request documentation as needed from the
38 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
39 responsibility criteria.
40

41 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
42 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
43 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.
44 If the Bidder disagrees with this determination, it may appeal the determination within two
45 (2) business days of the Contracting Agency's determination by presenting its appeal and
46 any additional information to the Contracting Agency. The Contracting Agency will
47 consider the appeal and any additional information before issuing its final determination.
48 If the final determination affirms that the Bidder is not responsible, the Contracting Agency
49 will not execute a contract with any other Bidder until at least two business days after the
50 Bidder determined to be not responsible has received the Contracting Agency's final
51 determination.
52

1 **1-02.15 Pre-Award Information**

2 *(August 14, 2013 APWA GSP)*

3
4 Revise this section to read:

5
6 Before awarding any contract, the Contracting Agency may require one or more of these
7 items or actions of the apparent lowest responsible bidder:

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

19
20
21 **Award and Execution of Contract**

22
23 **1-03.1(1) Identical Bid Totals**

24 *(January 4, 2016 APWA GSP)*

25
26 Revise this section to read:

27
28 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then
29 the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the
30 highest percentage of recycled materials in the Project, per the form submitted with the
31 Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be
32 determined by drawing as follows: Two or more slips of paper will be marked as follows:
33 one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to
34 make the marking unseen. The slips will be placed inside a box. One authorized
35 representative of each Bidder shall draw a slip from the box. Bidders shall draw in
36 alphabetic order by the name of the firm as registered with the Washington State
37 Department of Licensing. The slips shall be unfolded and the firm with the slip marked
38 "Winner" will be determined to be the successful Bidder and eligible for Award of the
39 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest
40 responsive Bid, and with a proposed recycled materials percentage that is exactly equal
41 to the highest proposed recycled materials amount, are eligible to draw.

42
43 **1-03.3 Execution of Contract**

44 *(October 1, 2005 APWA GSP)*

45
46 Revise this section to read:

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

1
2 Within twenty one (21) calendar days after the award date, the successful bidder shall
3 return the signed Contracting Agency-prepared contract, an insurance certification as
4 required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-
5 03.4. Before execution of the contract by the Contracting Agency, the successful bidder
6 shall provide any pre-award information the Contracting Agency may require under
7 Section 1-02.15.
8

9 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
10 Agency nor shall any work begin within the project limits or within Contracting Agency-
11 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
12 and for any materials ordered before the contract is executed by the Contracting Agency.
13

14 If the bidder experiences circumstances beyond their control that prevents return of the
15 contract documents within the calendar days after the award date stated above, the
16 Contracting Agency may grant up to a maximum of ten (10) additional calendar days for
17 return of the documents, provided the Contracting Agency deems the circumstances
18 warrant it.
19
20

21 **1-03.4 Contract Bond**
22 *(July 23, 2015 APWA GSP)*
23

24 Delete the first paragraph and replace it with the following:
25

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

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

1 by the president or vice president, unless accompanied by written proof of the
2 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
3 resolution, power of attorney, or a letter to such effect signed by the president or vice
4 president).

5
6 **1-03.7 Judicial Review**
7 *(November 30, 2018 APWA GSP)*

8
9 Revise this section to read:

10
11 Any decision made by the Contracting Agency regarding the Award and execution of the
12 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
13 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
14 Court of the county where the Contracting Agency headquarters is located, provided that
15 where an action is asserted against a county, RCW 36.01.050 shall control venue and
16 jurisdiction.

17
18 **Scope of the Work**

19
20 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
21 **Specifications, and Addenda**
22 *(December 10, 2020 APWA GSP)*

23
24 Revise the second paragraph to read:

25
26 Any inconsistency in the parts of the contract shall be resolved by following this order of
27 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 28 1. Addenda,
29 2. Proposal Form,
30 3. Special Provisions,
31 4. Contract Plans,
32 5. Standard Specifications,
33 6. Contracting Agency's Standard Plans or Details (if any), and
34 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

35
36 **1-04.4 Changes**

37
38 **1-04.4(1) Minor Changes**

39
40 Section 1-04.4(1) is supplemented as follows:

41
42 **1-04.4(1) Unexpected Site Changes**

43 Payments for changes amounting to \$25,000 or less may be made under the Bid item
44 "Unexpected Site Changes". At the discretion of the Contracting Agency, this procedure
45 for Unexpected Site Changes may be used in lieu of the more formal procedure as
46 outlined in Section 1-04.4, Changes.

47
48 The Contractor will be provided a copy of the completed order for Unexpected Site
49 Changes. The agreement for the Unexpected Site Changes will be documented by
50 signature of the Contractor, or notation of verbal agreement. If the Contractor is in

disagreement with anything required by the order for Unexpected Site Changes, the Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Unexpected Site Changes" in the Proposal to become a part of the total Bid by the Contractor.

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

1 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
2 diligently, and without interruption until physical completion of the listed deficiencies. This
3 process will continue until the Engineer is satisfied the listed deficiencies have been
4 corrected.

5
6 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
7 written notice listing the deficiencies, the Engineer may, upon written notice to the
8 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
9 Section 1-05.7.

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

13
14 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
15 Contracting Agency, in writing, of the date upon which the work was considered physically
16 complete. That date shall constitute the Physical Completion Date of the contract, but shall
17 not imply acceptance of the work or that all the obligations of the Contractor under the
18 contract have been fulfilled.

19 20 **1-05.11(3) Operational Testing**

21
22 It is the intent of the Contracting Agency to have at the Physical Completion Date a
23 complete and operable system. Therefore when the work involves the installation of
24 machinery or other mechanical equipment; street lighting, electrical distribution or signal
25 systems; irrigation systems; buildings; or other similar work it may be desirable for the
26 Engineer to have the Contractor operate and test the work for a period of time after final
27 inspection but prior to the physical completion date. Whenever items of work are listed in
28 the Contract Provisions for operational testing they shall be fully tested under operating
29 conditions for the time period specified to ensure their acceptability prior to the Physical
30 Completion Date. During and following the test period, the Contractor shall correct any
31 items of workmanship, materials, or equipment which prove faulty, or that are not in first
32 class operating condition. Equipment, electrical controls, meters, or other devices and
33 equipment to be tested during this period shall be tested under the observation of the
34 Engineer, so that the Engineer may determine their suitability for the purpose for which
35 they were installed. The Physical Completion Date cannot be established until testing
36 and corrections have been completed to the satisfaction of the Engineer.

37
38 The costs for power, gas, labor, material, supplies, and everything else needed to
39 successfully complete operational testing, shall be included in the unit contract prices
40 related to the system being tested, unless specifically set forth otherwise in the proposal.

41
42 Operational and test periods, when required by the Engineer, shall not affect a
43 manufacturer's guaranties or warranties furnished under the terms of the contract.

44 45 46 **1-05.13 Superintendents, Labor and Equipment of Contractor** 47 *(August 14, 2013 APWA GSP)*

48
49 Delete the sixth and seventh paragraphs of this section.
50

1 **1-05.15 Method of Serving Notices**

2 *(March 25, 2009 APWA GSP)*

3 Revise the second paragraph to read:

4
5 All correspondence from the Contractor shall be directed to the Project Engineer. All
6 correspondence from the Contractor constituting any notification, notice of protest, notice
7 of dispute, or other correspondence constituting notification required to be furnished
8 under the Contract, must be in paper format, hand delivered or sent via mail delivery
9 service to the Project Engineer's office. Electronic copies such as e-mails or
10 electronically delivered copies of correspondence will not constitute such notice and will
11 not comply with the requirements of the Contract.
12

13 Add the following new section:

14
15 **1-05.16 Water and Power**

16 *(October 1, 2005 APWA GSP)*

17
18 The Contractor shall make necessary arrangements, and shall bear the costs for power
19 and water necessary for the performance of the work, unless the contract includes power
20 and water as a pay item.
21

22 **1-06 Control of Material**

23
24 Section 1-06 is supplemented with the following:

25
26 ***Buy America***

27
28 *(August 6, 2012)*

29 In accordance with Buy America requirements contained in 23 CFR 635.410, the major
30 quantities of steel and iron construction material that is permanently incorporated into the
31 project shall consist of American-made materials only. Buy America does not apply to
32 temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding
33 and falsework.
34

35 Minor amounts of foreign steel and iron may be utilized in this project provided the cost
36 of the foreign material used does not exceed one-tenth of one percent of the total contract
37 cost or \$2,500.00, whichever is greater.
38

39 American-made material is defined as material having all manufacturing processes
40 occurring domestically. To further define the coverage, a domestic product is a
41 manufactured steel material that was produced in one of the 50 States, the District of
42 Columbia, Puerto Rico, or in the territories and possessions of the United States.
43

44 If domestically produced steel billets or iron ingots are exported outside of the area of
45 coverage, as defined above, for any manufacturing process then the resulting product
46 does not conform to the Buy America requirements. Additionally, products manufactured
47 domestically from foreign source steel billets or iron ingots do not conform to the Buy
48 America requirements because the initial melting and mixing of alloys to create the
49 material occurred in a foreign country.
50

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

9
10 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and
11 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced
12 iron ore.

13
14 The following are considered to be steel manufacturing processes:

- 15
16 1. Production of steel by any of the following processes:
17
18 a. Open hearth furnace.
19
20 b. Basic oxygen.
21
22 c. Electric furnace.
23
24 d. Direct reduction.
25
26 2. Rolling, heat treating, and any other similar processing.
27
28 3. Fabrication of the products.
29
30 a. Spinning wire into cable or strand.
31
32 b. Corrugating and rolling into culverts.
33
34 c. Shop fabrication.
35

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

41
42 **1-06.6 Recycled Materials**
43 *(January 4, 2016 APWA GSP)*
44

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

46
47 The Contractor shall make their best effort to utilize recycled materials in the construction
48 of the project. Approval of such material use shall be as detailed elsewhere in the
49 Standard Specifications.

50
51 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
52 that were utilized in the construction of the project for each of the items listed in Section

1 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
2 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
3 and aggregates from concrete returned to the supplier). The Contractor's report shall be
4 provided on DOT form 350-075 Recycled Materials Reporting.
5

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

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

8 *(October 1, 2005 APWA GSP)*
9

10 Supplement this section with the following:
11

12
13 In cases of conflict between different safety regulations, the more stringent regulation
14 shall apply.
15

16 The Washington State Department of Labor and Industries shall be the sole and
17 paramount administrative agency responsible for the administration of the provisions of
18 the Washington Industrial Safety and Health Act of 1973 (WISHA).
19

20 The Contractor shall maintain at the project site office, or other well known place at the
21 project site, all articles necessary for providing first aid to the injured. The Contractor
22 shall establish, publish, and make known to all employees, procedures for ensuring
23 immediate removal to a hospital, or doctor's care, persons, including employees, who
24 may have been injured on the project site. Employees should not be permitted to work
25 on the project site before the Contractor has established and made known procedures
26 for removal of injured persons to a hospital or a doctor's care.
27

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

38 **1-07.2 State Taxes**

39 Delete this section, including its sub-sections, in its entirety and replace it with the following:
40

41 **1-07.2 State Sales Tax**

42 *(June 27, 2011 APWA GSP)*
43

44 The Washington State Department of Revenue has issued special rules on the State
45 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
46 Contractor should contact the Washington State Department of Revenue for answers to
47 questions in this area. The Contracting Agency will not adjust its payment if the
48 Contractor bases a bid on a misunderstood tax liability.
49
50
51

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
2 contract amounts. In some cases, however, state retail sales tax will not be included.
3 Section 1-07.2(2) describes this exception.
4

5 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
6 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
7 Department of Revenue a certificate showing that all contract-related taxes have been
8 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
9 Contractor any amount the Contractor may owe the Washington State Department of
10 Revenue, whether the amount owed relates to this contract or not. Any amount so
11 deducted will be paid into the proper State fund.
12

13 **1-07.2(1) State Sales Tax — Rule 171**

14

15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
16 roads, etc., which are owned by a municipal corporation, or political subdivision of the
17 state, or by the United States, and which are used primarily for foot or vehicular traffic.
18 This includes storm or combined sewer systems within and included as a part of the
19 street or road drainage system and power lines when such are part of the roadway
20 lighting system. For work performed in such cases, the Contractor shall include
21 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
22 amounts, including those that the Contractor pays on the purchase of the materials,
23 equipment, or supplies used or consumed in doing the work.
24

25 **1-07.2(2) State Sales Tax — Rule 170**

26

27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
28 existing buildings, or other structures, upon real property. This includes, but is not
29 limited to, the construction of streets, roads, highways, etc., owned by the state of
30 Washington; water mains and their appurtenances; sanitary sewers and sewage
31 disposal systems unless such sewers and disposal systems are within, and a part of, a
32 street or road drainage system; telephone, telegraph, electrical power distribution lines,
33 or other conduits or lines in or above streets or roads, unless such power lines become a
34 part of a street or road lighting system; and installing or attaching of any article of
35 tangible personal property in or to real property, whether or not such personal property
36 becomes a part of the realty by virtue of installation.
37

38 For work performed in such cases, the Contractor shall collect from the Contracting
39 Agency, retail sales tax on the full contract price. The Contracting Agency will
40 automatically add this sales tax to each payment to the Contractor. For this reason, the
41 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
42 contract amount subject to Rule 170, with the following exception.
43

44 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
45 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
46 consumable supplies not integrated into the project. Such sales taxes shall be included
47 in the unit bid item prices or in any other contract amount.
48

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

2
3 The Contractor shall not collect retail sales tax from the Contracting Agency on any
4 contract wholly for professional or other services (as defined in Washington State
5 Department of Revenue Rules 138 and 244).
6

7 **Load Limits**

8
9 Section 1-07.7 is supplemented with the following:

10
11 (March 13, 1995)
12 If the sources of materials provided by the Contractor necessitates hauling over roads
13 other than State Highways, the Contractor shall, at the Contractor's expense, make all
14 arrangements for the use of the haul routes.
15

16
17 **1-07.9 Wages**

18
19 **1-07.9(1) General**

20
21 Section 1-07.9(1) is supplemented with the following:
22
23 (January 13, 2021)
24 The Federal wage rates incorporated in this contract have been established by the
25 Secretary of Labor under United States Department of Labor General Decision No.
26 WA20210001.
27
28 The State rates incorporated in this contract are applicable to all construction
29 activities associated with this contract.
30

31 **1-07.9(5) Required Documents**
32 *(January 3, 2020 APWA GSP)*
33

34 Delete this section and replace it with the following:

35
36 **General**
37 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified
38 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be
39 submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit
40 (PWIA) system.
41

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

- 46
47 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
48 number F700-029-000. The Contracting Agency will make no payment under this
49 Contract until this statement has been approved by State L&I and reviewed by
50 the Engineer.
51

1 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
2 F700-007-000. The Contracting Agency will not grant Completion until all
3 approved Affidavit of Wages paid for the Contractor and all Subcontractors have
4 been received by the Engineer. The Contracting Agency will not release to the
5 Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing
6 Wages Paid" forms have been approved by State L&I and all of the approved
7 forms have been submitted to the Engineer for every firm that worked on the
8 Contract.
9

10 The Contractor is responsible for requesting these forms from State L&I and for paying
11 any fees required by State L&I.
12

13 **Certified Payrolls**

14 Certified payrolls are required to be submitted by the Contractor for themselves, all
15 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly
16 on all Federal-aid projects and no less than monthly on State funded projects.
17

18 **Penalties for Noncompliance**

19 The Contractor is advised, if these payrolls are not supplied within the prescribed
20 deadlines, any or all payments may be withheld until compliance is achieved. In addition,
21 failure to provide these payrolls may result in other sanctions as provided by State laws
22 (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).
23
24

25 **1-07.11 Requirements for Nondiscrimination**

26 *(October 1, 2020 APWA GSP, Option B)*
27

28 Supplement this section with the following:
29

30 ***Disadvantaged Business Enterprise Participation***

31 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
32 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract.
33 Demonstrating compliance with these Specifications is a Condition of Award (COA) of this
34 Contract. Failure to comply with the requirements of this Specification may result in your
35 Bid being found to be nonresponsive resulting in rejection or other sanctions as provided
36 by Contract.
37

38 **DBE Abbreviations and Definitions**

39 **Broker** – A business firm that provides a bona fide service, such as professional,
40 technical, consultant or managerial services and assistance in the procurement
41 of essential personnel, facilities, equipment, materials, or supplies required for
42 the performance of the Contract; or, persons/companies who arrange or
43 expedite transactions.
44

45 **Certified Business Description** – Specific descriptions of work the DBE is
46 certified to perform, as identified in the Certified Firm Directory, under the Vendor
47 Information page.
48

49 **Certified Firm Directory** – A database of all Minority, Women, and
50 Disadvantaged Business Enterprises currently certified by Washington State.
51 The on-line Directory is available to Bidders for their use in identifying and
52 soliciting interest from DBE firms. The database is located under the Firm

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

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

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

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

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

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

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

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

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

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

DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: *** 7% ***

Crediting DBE Participation

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

DBE participation is only credited upon payment to the DBE.

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

DBE Prime Contractor

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

DBE Subcontractor

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

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

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

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

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

DBE Subcontract and Lower Tier Subcontract Documents

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

DBE Service Provider

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

Force Account Work

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

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

Temporary Traffic Control

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

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

Trucking

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

1
2 The DBE trucking firm must own and operate at least one licensed, insured and
3 operational truck on the contract. The truck must be of the type that is necessary
4 to perform the hauling duties required under the contract. The DBE receives
5 credit for the value of the transportation services it provides on the Contract
6 using trucks it owns or leases, licenses, insures, and operates with drivers it
7 employs.

8
9 The DBE may lease additional trucks from another DBE firm. The DBE who
10 leases additional trucks from another DBE firm receives credit for the value of
11 the transportation services the lessee DBE provides on the Contract.

12
13 The trucking Work subcontracted to any non-DBE trucking firm will not receive
14 credit for Work done on the project.

15
16 The DBE may lease trucks from a truck leasing company (recognized truck
17 rental center), but can only receive credit towards DBE participation if the DBE
18 uses its own employees as drivers.

19
20 **DBE Manufacturer and DBE Regular Dealer**

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

23
24 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE
25 Regular Dealer may be credited towards the DBE Goal. If the role of the DBE
26 Regular Dealer is determined to be that of a Broker, then DBE credit shall be
27 limited to the fee or commission it receives for its services. Regular Dealer
28 status and the amount of credit is determined on a Contract-by-Contract basis.

29
30 DBE firms proposed to be used as a Regular Dealer must be approved before
31 being listed as a COA/used on a project. The WSDOT Approved Regular Dealer
32 list published on WSDOT's Office of Equal Opportunity (OEO) web site must
33 include the specific project for which approval is being requested. For purposes
34 of the DBE COA Goal participation, the Regular Dealer must submit the Regular
35 Dealer Status Request form a minimum of five calendar days prior to bid
36 opening.

37
38 Purchase of materials or supplies from a DBE which is neither a manufacturer
39 nor a regular dealer, (i.e. Broker) only the fees or commissions charged for
40 assistance in the procurement of the materials and supplies, or fees or
41 transportation charges for the delivery of materials or supplies required on the
42 job site, may count towards the DBE COA Goal provided the fees are not
43 excessive as compared with fees customarily allowed for similar services.
44 Documentation will be required to support the fee/commission charged by the
45 DBE. The cost of the materials and supplies themselves cannot be counted
46 toward the DBE COA Goal.

47
48 Note: Requests to be listed as a Regular Dealer will only be processed if the
49 requesting firm is a material supplier certified by the Office of Minority
50 and Women's Business Enterprises in a NAICS code that falls within
51 the 42XXXX NAICS Wholesale code section.
52

Disadvantaged Business Enterprise Utilization

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

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

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

In the event of arithmetic errors in completing the DBE 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 DBE Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

Disadvantaged Business Enterprise Written Confirmation Document(s)

The Bidder shall submit a Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE 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 Bidder's Commitment. The Confirmation Documents must be consistent with the Utilization Certification.

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

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

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the validity of the document comes into question. 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

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

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

5
6 1. By meeting the DBE COA Goal

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

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

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

20
21 Note: In the case where a Bidder is awarded the contract based on
22 demonstrating adequate GFE, the advertised DBE COA Goal will not
23 be reduced. The Bidder shall demonstrate a GFE during the life of the
24 Contract to attain the advertised DBE COA Goal.

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

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

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

33 GFE is evaluated when:

- 34
35 1. Determining award of a Contract that has COA goal,
36
37 2. When a COADBE is terminated and substitution is required, and
38
39 3. Prior to Physical Completion when determining whether the Contractor has
40 satisfied its DBE commitments.

41
42 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,
43 demonstrate adequate good faith efforts. The following is a list of types of actions,
44 which would be considered as part of the Bidder's GFE to achieve DBE participation.
45 It is not intended to be a mandatory checklist, nor is it intended to be exclusive or
46 exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

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

1 the DBEs are interested by taking appropriate steps to follow up initial
2 solicitations.

- 3
- 4 2. Selecting portions of the Work to be performed by DBEs in order to increase
5 the likelihood that the DBE COAGoal will be achieved. This includes, where
6 appropriate, breaking out contract Work items into economically feasible
7 units to facilitate DBE participation, even when the Bidder might otherwise
8 prefer to perform these Work items with its own forces.
- 9
- 10 3. Providing interested DBEs with adequate information about the Plans,
11 Specifications, and requirements of the Contract in a timely manner to
12 assist them in responding to a solicitation.
- 13
- 14 a. Negotiating in good faith with interested DBEs. It is the Bidder's
15 responsibility to make a portion of the Work available to DBE
16 subcontractors and suppliers and to select those portions of the Work
17 or material needs consistent with the available DBE subcontractors and
18 suppliers, so as to facilitate DBE participation. Evidence of such
19 negotiation includes the names, addresses, and telephone numbers of
20 DBEs that were considered; a description of the information provided
21 regarding the Plans and Specifications for the Work selected for
22 subcontracting; and evidence as to why additional agreements could
23 not be reached for DBEs to perform the Work.
- 24
- 25 b. A Bidder using good business judgment would consider a number of
26 factors in negotiating with subcontractors, including DBE
27 subcontractors, and would take a firm's price and capabilities as well
28 as the DBE COA Goal into consideration. However, the fact that there
29 may be some additional costs involved in finding and using DBEs is not
30 in itself sufficient reason for a Bidder's failure to meet the DBE COA
31 Goal, as long as such costs are reasonable. Also, the ability or desire
32 of a Bidder to perform the Work of a Contract with its own organization
33 does not relieve the Bidder of the responsibility to make Good Faith
34 Efforts. Bidders are not, however, required to accept higher quotes
35 from DBEs if the price difference is excessive or unreasonable.
- 36
- 37 4. Not rejecting DBEs as being unqualified without sound reasons based on a
38 thorough investigation of their capabilities. The Bidder's standing within its
39 industry, membership in specific groups, organizations, or associations and
40 political or social affiliations (for example union vs. non-union employee
41 status) are not legitimate causes for the rejection or non-solicitation of bids
42 in the Bidder's efforts to meet the DBE COAGoal.
- 43
- 44 5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit,
45 or insurance as required by the recipient or Bidder.
- 46
- 47 6. Making efforts to assist interested DBEs in obtaining necessary equipment,
48 supplies, materials, or related assistance or services.
- 49
- 50 7. Effectively using the services of available minority/women community
51 organizations; minority/women contractors' groups; local, State, and
52 Federal minority/women business assistance offices; and other

1 organizations as allowed on a case-by-case basis to aid in the recruitment
2 and placement of DBEs.

- 3
4 8. Documentation of GFE must include copies of each DBE and non-DBE
5 subcontractor quotes submitted to the Bidder when a non-DBE
6 subcontractor is selected over a DBE for Work on the Contract. (ref.
7 updated DBE regulations – 26.53(b)(2)(vi) & App. A)
8

9 **Administrative Reconsideration of GFE Documentation**

10 A Bidder has the right to request reconsideration if the GFE documentation submitted
11 with their Bid was determined to be inadequate.
12

- 13 • The Bidder must request within 48 hours of notification of being
14 nonresponsive or forfeit the right to reconsideration.
15
16 • The reconsideration decision on the adequacy of the Bidder's GFE
17 documentation shall be made by an official who did not take part in the
18 original determination.
19
20 • Only original GFE documentation submitted as a supplement to the Bid
21 shall be considered. The Bidder shall not introduce new documentation at
22 the reconsideration hearing.
23
24 • The Bidder shall have the opportunity to meet in person with the official for
25 the purpose of setting forth the Bidder's position as to why the GFE
26 documentation demonstrates a sufficient effort.
27
28 • The reconsideration official shall provide the Bidder with a written decision
29 on reconsideration within five working days of the hearing explaining the
30 basis for their finding.
31

32 **DBE Bid Item Breakdown**

33 The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054)
34 as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.
35

36 **DBE Trucking Credit Form**

37 The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as
38 specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.
39

40 Note: The DBE Trucking Credit Form is only required for a DBE Firm listed on
41 the DBE Utilization Certification as a subcontractor for "Trucking" or
42 "Hauling" and are performing a part of a bid item. For example, if the
43 item of Work is Structure Excavation including Haul, and another firm is
44 doing the excavation and the DBE Trucking firm is doing the haul, the
45 form is required. For a DBE subcontractor that is responsible for an
46 entire item of work that may require some use of trucks, the form is not
47 required.
48

Procedures between Award and Execution

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

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

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

Procedures after Execution

Commercially Useful Function (CUF)

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

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

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

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

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

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

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

UDBE/DBE/FSBE Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle registrations, and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted to the Engineer prior to any trucking services being performed for DBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

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

Joint Checking

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

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

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

1 Material costs paid by the Contractor directly to the material supplier are not
2 allowed. If proper procedures are not followed or the Engineer determines that
3 the arrangement results in lack of independence for the DBE involved, no DBE
4 credit will be given for the DBE's participation as it relates to the material cost.
5
6 **Prompt Payment**
7 Prompt payment to all subcontractors shall be in accordance with Section 1-
8 08.1. Prompt payment requirements apply to progress payments as well as
9 return of retainage.
10
11 **Subcontracts**
12 Prior to a DBE performing Work on the Contract, an executed subcontract
13 between the DBE and the Contractor shall be submitted to the Engineer. The
14 executed subcontracts shall be submitted by email to the following email
15 address
16
17 *** NWRegionOEO@wsdot.wa.gov ***
18
19 The prime contractor shall notify the Engineer in writing within five calendar days
20 of subcontract submittal.
21
22
23 **Reporting**
24 The Contractor and all subcontractors/suppliers/service providers that utilize
25 DBEs to perform work on the project, shall maintain appropriate records that will
26 enable the Engineer to verify DBE participation throughout the life of the project.
27
28 Refer to Section 1-08.1 for additional reporting requirements associated with this
29 contract.
30
31 **Changes in COA Work Committed to DBE**
32 The Contractor shall utilize the COA DBEs to perform the work and supply the
33 materials for which each is committed unless prior written approval by the Engineer
34 is received by the Contractor. The Contractor shall not be entitled to any payment
35 for work or material completed by the Contractor or subcontractors that was
36 committed to be completed by the COA DBEs in the DBE Utilization Certification
37 form.
38
39 **Owner Initiated Changes**
40 In instances where the Engineer makes changes that result in changes to Work
41 that was committed to a COA DBE the Contractor may be directed to substitute
42 for the Work.
43
44 **Contractor Initiated Changes**
45 The Contractor cannot change the scope or reduce the amount of work
46 committed to a COA DBE without good cause. Reducing DBE Commitment is
47 viewed as partial DBE termination, and therefore subject to the termination
48 procedures below.
49

1 **Original Quantity Underruns**

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

5
6 **Contractor Proposed DBE Substitutions**

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

13
14 **DBE Termination**

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

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

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

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

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

- 40
41
- 42 • The DBE fails or refuses to execute a written contract.
 - 43 • The DBE fails or refuses to perform the Work of its subcontract in a
 - 44 way consistent with normal industry standards.
 - 45 • The DBE fails or refuses to meet the Contractor's reasonable
 - 46 nondiscriminatory bond requirements.
 - 47 • The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
 - 48
 - 49
 - 50

- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

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

Decertification

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

Consequences of Non-Compliance

Breach of Contract

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

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

- (1) 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.

Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(September 3, 2019)

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

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

Timetable

Goal

Until further notice 6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA 2.8

WA Spokane.

Non-SMSA Counties 3.0

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA 5.4

WA Benton; WA Franklin.

Non-SMSA Counties 3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA 9.7

WA Yakima.

Non-SMSA Counties 7.2

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

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2

WA King; WA Snohomish.

Tacoma, WA 6.2

WA Pierce.

Non-SMSA Counties 6.1

WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:

SMSA Counties:

Portland, OR-WA 4.5

WA Clark.

Non-SMSA Counties 3.8

WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

1 These goals are applicable to each nonexempt Contractor's total on-site construction
2 workforce, regardless of whether or not part of that workforce is performing work on
3 a Federal, or federally assisted project, contract, or subcontract until further notice.
4 Compliance with these goals and time tables is enforced by the Office of Federal
5 Contract compliance Programs.
6

7 The Contractor's compliance with the Executive Order and the regulations in 41 CFR
8 Part 60-4 shall be based on its implementation of the Equal Opportunity Clause,
9 specific affirmative action obligations required by the specifications set forth in 41
10 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female
11 employment and training must be substantially uniform throughout the length of the
12 contract, in each construction craft and in each trade, and the Contractor shall make
13 a good faith effort to employ minorities and women evenly on each of its projects.
14 The transfer of minority or female employees or trainees from Contractor to
15 Contractor or from project to project for the sole purpose of meeting the Contractor's
16 goal shall be a violation of the contract, the Executive Order and the regulations in
17 41 CFR Part 60-4. Compliance with the goals will be measured against the total
18 work hours performed.
19

- 20 3. The Contractor shall provide written notification to the Office of Federal Contract
21 Compliance Programs (OFCCP) within 10 working days of award of any construction
22 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for
23 construction work under the contract resulting from this solicitation. The notification
24 shall list the name, address and telephone number of the Subcontractor; employer
25 identification number of the Subcontractor; estimated dollar amount of the
26 subcontract; estimated starting and completion dates of the subcontract; and the
27 geographical area in which the contract is to be performed. The notification shall be
28 sent to:
29

30 U.S. Department of Labor
31 Office of Federal Contract Compliance Programs Pacific Region
32 Attn: Regional Director
33 San Francisco Federal Building
34 90 – 7th Street, Suite 18-300
35 San Francisco, CA 94103(415) 625-7800 Phone
36 (415) 625-7799 Fax
37

- 38 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
39 Area is as designated herein.
40

41 Standard Federal Equal Employment Opportunity Construction Contract Specifications
42 (Executive Order 11246)
43

- 44 1. As used in these specifications:
45

- 46 a. Covered Area means the geographical area described in the solicitation
47 from which this contract resulted;
48
49 b. Director means Director, Office of Federal Contract Compliance Programs,
50 United States Department of Labor, or any person to whom the Director
51 delegates authority;
52

- 1 c. Employer Identification Number means the Federal Social Security number
2 used on the Employer's Quarterly Federal Tax Return, U. S. Treasury
3 Department Form 941;
4
- 5 d. Minority includes:
6
- 7 (1) Black, a person having origins in any of the Black Racial Groups
8 of Africa.
9
- 10 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
11 Mexican, Puerto Rican, Cuban, Central American, South
12 American, or other Spanish origin.
13
- 14 (3) Asian or Pacific Islander, a person having origins in any of the
15 original peoples of the Pacific rim or the Pacific Islands, the
16 Hawaiian Islands and Samoa.
17
- 18 (4) American Indian or Alaskan Native, a person having origins in any
19 of the original peoples of North America, and who maintain cultural
20 identification through tribal affiliation or community recognition.
21
- 22 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of
23 the work involving any construction trade, it shall physically include in each
24 subcontract in excess of \$10,000 the provisions of these specifications and the
25 Notice which contains the applicable goals for minority and female participation and
26 which is set forth in the solicitations from which this contract resulted.
27
- 28 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
29 approved by the U.S. Department of Labor in the covered area either individually or
30 through an association, its affirmative action obligations on all work in the Plan area
31 (including goals and timetables) shall be in accordance with that Plan for those trades
32 which have unions participating in the Plan. Contractors must be able to demonstrate
33 their participation in and compliance with the provisions of any such Hometown Plan.
34 Each Contractor or Subcontractor participating in an approved Plan is individually
35 required to comply with its obligations under the EEO clause, and to make a good
36 faith effort to achieve each goal under the Plan in each trade in which it has
37 employees. The overall good faith performance by other Contractors or
38 Subcontractors toward a goal in an approved Plan does not excuse any covered
39 Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan
40 goals and timetables.
41
- 42 4. The Contractor shall implement the specific affirmative action standards provided in
43 paragraphs 7a through 7p of this Special Provision. The goals set forth in the
44 solicitation from which this contract resulted are expressed as percentages of the
45 total hours of employment and training of minority and female utilization the
46 Contractor should reasonably be able to achieve in each construction trade in which
47 it has employees in the covered area. Covered construction contractors performing
48 construction work in geographical areas where they do not have a Federal or
49 federally assisted construction contract shall apply the minority and female goals
50 established for the geographical area where the work is being performed. The
51 Contractor is expected to make substantially uniform progress in meeting its goals in
52 each craft during the period specified.

- 1
2 5. Neither the provisions of any collective bargaining agreement, nor the failure by a
3 union with whom the Contractor has a collective bargaining agreement, to refer either
4 minorities or women shall excuse the Contractor's obligations under these
5 specifications, Executive Order 11246, or the regulations promulgated pursuant
6 thereto.
7
- 8 6. In order for the nonworking training hours of apprentices and trainees to be counted
9 in meeting the goals, such apprentices and trainees must be employed by the
10 Contractor during the training period, and the Contractor must have made a
11 commitment to employ the apprentices and trainees at the completion of their
12 training, subject to the availability of employment opportunities. Trainees must be
13 trained pursuant to training programs approved by the U.S. Department of Labor.
14
- 15 7. The Contractor shall take specific affirmative actions to ensure equal employment
16 opportunity. The evaluation of the Contractor's compliance with these specifications
17 shall be based upon its effort to achieve maximum results from its action. The
18 Contractor shall document these efforts fully, and shall implement affirmative action
19 steps at least as extensive as the following:
20
 - 21 a. Ensure and maintain a working environment free of harassment,
22 intimidation, and coercion at all sites, and in all facilities at which the
23 Contractor's employees are assigned to work. The Contractor, where
24 possible, will assign two or more women to each construction project. The
25 Contractor shall specifically ensure that all foremen, superintendents, and
26 other on-site supervisory personnel are aware of and carry out the
27 Contractor's obligation to maintain such a working environment, with
28 specific attention to minority or female individuals working at such sites or
29 in such facilities.
30
 - 31 b. Establish and maintain a current list of minority and female recruitment
32 sources, provide written notification to minority and female recruitment
33 sources and to community organizations when the Contractor or its unions
34 have employment opportunities available, and maintain a record of the
35 organizations' responses.
36
 - 37 c. Maintain a current file of the names, addresses and telephone numbers of
38 each minority and female off-the-street applicant and minority or female
39 referral from a union, a recruitment source or community organization and
40 of what action was taken with respect to each such individual. If such
41 individual was sent to the union hiring hall for referral and was not referred
42 back to the Contractor by the union or, if referred, not employed by the
43 Contractor, this shall be documented in the file with the reason therefor,
44 along with whatever additional actions the Contractor may have taken.
45
 - 46 d. Provide immediate written notification to the Director when the union or
47 unions with which the Contractor has a collective bargaining agreement has
48 not referred to the Contractor a minority person or woman sent by the
49 Contractor, or when the Contractor has other information that the union
50 referral process has impeded the Contractor's efforts to meet its obligations.
51

- 1 e. Develop on-the-job training opportunity and/or participate in training
2 programs for the area which expressly include minorities and women,
3 including upgrading programs and apprenticeship and trainee programs
4 relevant to the Contractor's employment needs, especially those programs
5 funded or approved by the U.S. Department of Labor. The Contractor shall
6 provide notice of these programs to the sources compiled under 7b above.
7
- 8 f. Disseminate the Contractor's EEO policy by providing notice of the policy
9 to unions and training programs and requesting their cooperation in
10 assisting the Contractor in meeting its EEO obligations; by including it in
11 any policy manual and collective bargaining agreement; by publicizing it in
12 the company newspaper, annual report, etc.; by specific review of the policy
13 with all management personnel and with all minority and female employees
14 at least once a year; and by posting the company EEO policy on bulletin
15 boards accessible to all employees at each location where construction
16 work is performed.
17
- 18 g. Review, at least annually, the company's EEO policy and affirmative action
19 obligations under these specifications with all employees having any
20 responsibility for hiring, assignment, layoff, termination or other
21 employment decisions including specific review of these items with on-site
22 supervisory personnel such as Superintendents, General Foremen, etc.,
23 prior to the initiation of construction work at any job site. A written record
24 shall be made and maintained identifying the time and place of these
25 meetings, persons attending, subject matter discussed, and disposition of
26 the subject matter.
27
- 28 h. Disseminate the Contractor's EEO policy externally by including it in any
29 advertising in the news media, specifically including minority and female
30 news media, and providing written notification to and discussing the
31 Contractor's EEO policy with other Contractors and Subcontractors with
32 whom the Contractor does or anticipates doing business.
33
- 34 i. Direct its recruitment efforts, both oral and written to minority, female and
35 community organizations, to schools with minority and female students and
36 to minority and female recruitment and training organizations serving the
37 Contractor's recruitment area and employment needs. Not later than one
38 month prior to the date for the acceptance of applications for apprenticeship
39 or other training by any recruitment source, the Contractor shall send written
40 notification to organizations such as the above, describing the openings,
41 screening procedures, and tests to be used in the selection process.
42
- 43 j. Encourage present minority and female employees to recruit other minority
44 persons and women and where reasonable, provide after school, summer
45 and vacation employment to minority and female youth both on the site and
46 in other areas of a Contractor's work force.
47
- 48 k. Validate all tests and other selection requirements where there is an
49 obligation to do so under 41 CFR Part 60-3.
50
- 51 l. Conduct, at least annually, an inventory and evaluation of all minority and
52 female personnel for promotional opportunities and encourage these

- 1 employees to seek or to prepare for, through appropriate training, etc., such
2 opportunities.
3
- 4 m. Ensure that seniority practices, job classifications, work assignments and
5 other personnel practices, do not have a discriminatory effect by continually
6 monitoring all personnel and employment related activities to ensure that
7 the EEO policy and the Contractor's obligations under these specifications
8 are being carried out.
9
- 10 n. Ensure that all facilities and company activities are nonsegregated except
11 that separate or single-user toilet and necessary changing facilities shall be
12 provided to assure privacy between the sexes.
13
- 14 o. Document and maintain a record of all solicitations of offers for subcontracts
15 from minority and female construction contractors and suppliers, including
16 circulation of solicitations to minority and female contractor associations
17 and other business associations.
18
- 19 p. Conduct a review, at least annually, of all supervisors' adherence to and
20 performance under the Contractor's EEO policies and affirmative action
21 obligations.
22
- 23 8. Contractors are encouraged to participate in voluntary associations which assist in
24 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts
25 of a contractor association, joint contractor-union, contractor-community, or other
26 similar group of which the Contractor is a member and participant, may be asserted
27 as fulfilling any one or more of the obligations under 7a through 7p of this Special
28 Provision provided that the Contractor actively participates in the group, makes every
29 effort to assure that the group has a positive impact on the employment of minorities
30 and women in the industry, ensure that the concrete benefits of the program are
31 reflected in the Contractor's minority and female work-force participation, makes a
32 good faith effort to meet its individual goals and timetables, and can provide access
33 to documentation which demonstrate the effectiveness of actions taken on behalf of
34 the Contractor. The obligation to comply, however, is the Contractor's and failure of
35 such a group to fulfill an obligation shall not be a defense for the Contractor's
36 noncompliance.
37
- 38 9. A single goal for minorities and a separate single goal for women have been
39 established. The Contractor, however, is required to provide equal employment
40 opportunity and to take affirmative action for all minority groups, both male and
41 female, and all women, both minority and non-minority. Consequently, the Contractor
42 may be in violation of the Executive Order if a particular group is employed in
43 substantially disparate manner (for example, even though the Contractor has
44 achieved its goals for women generally, the Contractor may be in violation of the
45 Executive Order if a specific minority group of women is underutilized).
46
- 47 10. The Contractor shall not use the goals and timetables or affirmative action standards
48 to discriminate against any person because of race, color, religion, sex, or national
49 origin.
50
- 51 11. The Contractor shall not enter into any subcontract with any person or firm debarred
52 from Government contracts pursuant to Executive Order 11246.

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

38
39 Washington State Dept. of Transportation
40 Office of Equal Opportunity
41 PO Box 47314
42 310 Maple Park Ave. SE
43 Olympia WA
44 98504-7314
45 Ph: 360-705-7090
46 Fax: 360-705-6801
47 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
48

49 **Federal Agency Inspection**

50
51 Section 1-07.12 is supplemented with the following:
52

1 **(January 25, 2016)**

2 **Required Federal Aid Provisions**

3 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
4 Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions
5 of the Standard Specifications and are made a part of this Contract; provided, however,
6 that if any of the provisions of FHWA 1273, as amended, are less restrictive than
7 Washington State Law, then the Washington State Law shall prevail.
8

9 The provisions of FHWA 1273, as amended, included in this Contract require that the
10 Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together
11 with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall
12 be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273
13 and amendments thereto in any lower tier Subcontracts, together with the wage rates.
14 The Contractor shall also ensure that this section, REQUIRED FEDERAL AID
15 PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier
16 Subcontractors. For this purpose, upon request to the Engineer, the Contractor will be
17 provided with extra copies of the FHWA 1273, the amendments thereto, the applicable
18 wage rates, and this Special Provision.
19

20 **Contractor's Responsibility for Work**

21 **Utilities and Similar Facilities**

22
23
24 Section 1-07.17 is supplemented with the following:

25
26 (April 26, 2021)

27 Locations and dimensions shown in the Plans for existing facilities are in accordance with
28 available information obtained without uncovering, measuring, or other verification.
29

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

32 ***

33 Ziply Fiber

34 Contact: Dennis Keller
35 595 Pease Road Burlington, WA 98233
36 Office: (425) 283-1078
37 dennis.keller@ziply.com
38

39 Public Utility District No. 1 of Skagit County

40 Contact: Mike Demers
41 1415 Freeway Drive Mount Vernon, WA. 98273
42 Office and Emergency: (360) 424-7104
43 demers@skagitpud.org
44

45 Puget Sound Energy

46 Contact: Jane Major
47 1660 Park Lane, Burlington, WA 98233
48 (360) 766-5571
49 jane.major@pse.com
50

51 Quest Local Network

52 Contact: Gary for locates (206) 473-0736 or Scott (360) 441-2913
53
54

Comcast

Contact: Bill Inama
400 Sequoia Drive, Bellingham, WA 98226
(360) 527-8243
Binama@cable.comcast.com

Wave Broadband

Fiber Contact: Mike Robles
511 Morris St #2, La Conner, WA 98257
(360) 656-5683
mrobles@wavebroadband.com

Cable Contact: Gary Vervalin
511 Morris St #2, La Conner, WA 98257
(360) 630-8499
gvervalin@wavebroadband.com

Cascade Natural Gas

Contact: Matthew Johnson – Field Operations Coordinator
1520 S 2nd Street, Mount Vernon, WA 98273
(360) 336-3910
Matthew.Johnson@cngc.com

*** Utility Location Center (One Call Center) (800) 424-5555 ***

Public Liability and Property Damage Insurance

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

- 1 guarantee acceptable to the Contracting Agency to assure financial responsibility for
2 liability for services performed.
3
4 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
5 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
6 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
7 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
8 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
9 with it.
10
11 E. The Contractor shall provide the Contracting Agency and all additional insureds with
12 written notice of any policy cancellation, within two business days of their receipt of such
13 notice.
14
15 F. The Contractor shall not begin work under the Contract until the required insurance has
16 been obtained and approved by the Contracting Agency
17
18 G. Failure on the part of the Contractor to maintain the insurance as required shall
19 constitute a material breach of contract, upon which the Contracting Agency may, after
20 giving five business days' notice to the Contractor to correct the breach, immediately
21 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
22 and all premiums in connection therewith, with any sums so expended to be repaid to the
23 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
24 offset against funds due the Contractor from the Contracting Agency.
25
26 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
27 of the Contract and no additional payment will be made.
28

29 **1-07.18(2) Additional Insured**

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

- 33 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
34 volunteers
35

36 The above-listed entities shall be additional insured(s) for the full available limits of liability
37 maintained by the Contractor, irrespective of whether such limits maintained by the
38 Contractor are greater than those required by this Contract, and irrespective of whether the
39 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits
40 lower than those maintained by the Contractor.
41

42 For Commercial General Liability insurance coverage, the required additional insured
43 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
44 operations and CG 20 37 10 01 for completed operations.
45

46 **1-07.18(3) Subcontractors**

47 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage
48 that complies with all applicable requirements of the Contractor-provided insurance as set
49 forth herein, except the Contractor shall have sole responsibility for determining the limits of
50 coverage required to be obtained by Subcontractors.
51

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall

1 be no exclusion for liability arising from explosion, collapse or underground property
2 damage.

3
4 The Commercial General Liability insurance shall be endorsed to provide a per project
5 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
6

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

10
11 Such policy must provide the following minimum limits:

12	\$1,000,000	Each Occurrence
13	\$2,000,000	General Aggregate
14	\$2,000,000	Products & Completed Operations Aggregate
15	\$1,000,000	Personal & Advertising Injury each offence
16	\$1,000,000	Stop Gap / Employers' Liability each accident

17
18 **1-07.18(5)B Automobile Liability**

19 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
20 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
21 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
22 endorsements.
23

24 Such policy must provide the following minimum limit:

25 \$1,000,000 Combined single limit each accident
26

27 **1-07.18(5)C Workers' Compensation**

28 The Contractor shall comply with Workers' Compensation coverage as required by the
29 Industrial Insurance laws of the State of Washington.
30

31 **Public Convenience and Safety**

32
33 ***Construction Under Traffic***
34

35 Section 1-07.23(1) is supplemented with the following:
36

37 **(February 3, 2020)**

38 **Work Zone Clear Zone**

39 The Work Zone Clear Zone (WZCZ) applies during working and nonworking
40 hours. The WZCZ applies only to temporary roadside objects introduced by the
41 Contractor's operations and does not apply to preexisting conditions or
42 permanent Work. Those work operations that are actively in progress shall be in
43 accordance with adopted and approved Traffic Control Plans, and other contract
44 requirements.
45

46 During nonworking hours equipment or materials shall not be within the WZCZ
47 unless they are protected by permanent guardrail or temporary concrete barrier.
48 The use of temporary concrete barrier shall be permitted only if the Engineer
49 approves the installation and location.
50

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

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

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

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

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

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

1 available or that the right of entry has been received. If the Contractor is delayed due to
2 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
3 entry or right of way, the Contractor will be entitled to an extension of time. The
4 Contractor agrees that such delay shall not be a breach of contract.

5
6 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
7 includes entry onto easements and private property where private improvements must
8 be adjusted.
9

10 The Contractor shall be responsible for providing, without expense or liability to the
11 Contracting Agency, any additional land and access thereto that the Contractor may
12 desire for temporary construction facilities, storage of materials, or other Contractor
13 needs. However, before using any private property, whether adjoining the work or not,
14 the Contractor shall file with the Engineer a written permission of the private property
15 owner, and, upon vacating the premises, a written release from the property owner of
16 each property disturbed or otherwise interfered with by reasons of construction pursued
17 under this contract. The statement shall be signed by the private property owner, or
18 proper authority acting for the owner of the private property affected, stating that
19 permission has been granted to use the property and all necessary permits have been
20 obtained or, in the case of a release, that the restoration of the property has been
21 satisfactorily accomplished. The statement shall include the parcel number, address,
22 and date of signature. Written releases must be filed with the Engineer before the
23 Completion Date will be established.
24

25 **1-08 PROSECUTION AND PROGRESS**

26
27 Add the following new section:
28

29 **1-08.0 Preliminary Matters** 30 (May 25, 2006 APWA GSP)

31 32 **1-08.0(1) Preconstruction Conference** 33 (*October 10, 2008 APWA GSP*) 34

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

- 38 1. To review the initial progress schedule;
- 39 2. To establish a working understanding among the various parties associated or
40 affected by the work;
- 41 3. To establish and review procedures for progress payment, notifications, approvals,
42 submittals, etc.;
- 43 4. To establish normal working hours for the work;
- 44 5. To review safety standards and traffic control; and
- 45 6. To discuss such other related items as may be pertinent to the work.
46

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

- 48 1. A breakdown of all lump sum items;
- 49 2. A preliminary schedule of working drawing submittals; and

1 3. A list of material sources for approval if applicable.

2

3 Add the following new section:

4

5 **1-08.0(2) Hours of Work**

6 *(December 8, 2014 APWA GSP)*

7

8 Except in the case of emergency or unless otherwise approved by the Engineer, the
9 normal working hours for the Contract shall be any consecutive 8-hour period between
10 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
11 Contractor desires different than the normal working hours stated above, the request
12 must be submitted in writing prior to the preconstruction conference, subject to the
13 provisions below. The working hours for the Contract shall be established at or prior to
14 the preconstruction conference.

15

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

18

19 If the Contractor wishes to deviate from the established working hours, the Contractor
20 shall submit a written request to the Engineer for consideration. This request shall state
21 what hours are being requested, and why. Requests shall be submitted for review no
22 later than five (5) days prior to the day(s) the Contractor is requesting to change the
23 hours.

24

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

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

43

44 **1-08.1 Subcontracting**

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

46

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

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

4
5 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under
6 the contract until the following documents have been completed and submitted to the
7 Engineer:

- 8
9 1. Request to Sublet Work (WSDOT Form 421-012), and
10 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
11 Projects (WSDOT Form 420-004).

12
13 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
14 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress
15 payment until every Subcontractor and lower tier Subcontractor's retainage has been
16 released.

17
18 The ninth paragraph, beginning with "On all projects, ..." is revised to read:

19
20 The Contractor shall certify to the actual amount received from the Contracting Agency
21 and amounts paid to all firms that were used as Subcontractors, lower tier
22 subcontractors, manufacturers, regular dealers, or service providers on the Contract.
23 This includes all Disadvantaged, Minority, Small, Veteran or Women's Business
24 Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis
25 each month between Execution of the Contract and Physical Completion of the Contract
26 using the application available at: <https://wsdot.diversitycompliance.com>. A monthly
27 report shall be submitted for every month between Execution of the Contract and
28 Physical Completion regardless of whether payments were made, or work occurred.

29 30 **Progress Schedule**

31 32 **1-08.3(2)A Type A Progress Schedule** 33 *(March 13, 2012 APWA GSP)*

34
35 Revise this section to read:

36
37 The Contractor shall submit 3 (three) copies of a Type A Progress Schedule no later than
38 at the preconstruction conference, or some other mutually agreed upon submittal time.
39 The schedule may be a critical path method (CPM) schedule, bar chart, or another
40 standard schedule format. Regardless of which format used, the schedule shall identify
41 the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or
42 return the schedule for corrections within 15 calendar days of receiving the submittal.

43 44 **1-08.4 Prosecution of Work**

45
46 Delete this section and replace it with the following:

47 48 **1-08.4 Notice to Proceed and Prosecution of Work** 49 *(July 23, 2015 APWA GSP)*

50
51 Notice to Proceed will be given after the contract has been executed and the contract
52 bond and evidence of insurance have been approved and filed by the Contracting

Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within *** 35 (thirty-five) *** working days.

1-08.5 Time for Completion

(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the

Contractor. The following events must occur before the Completion Date can be established:

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

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

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

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** \$1,000 *** for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

1 Work as promptly as possible. Upon request by the Project Engineer, the Contractor
2 shall furnish a written schedule for completing the physical Work on the Contract.

3
4 Liquidated damages will not be assessed for any days for which an extension of time is
5 granted. No deduction or payment of liquidated damages will, in any degree, release the
6 Contractor from further obligations and liabilities to complete the entire Contract.
7

8 **Measurement and Payment**

9 10 **1-09.6 Force Account**

11 *(October 10, 2008 APWA GSP)*
12

13 Supplement this section with the following:
14

15 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
16 all items to be paid per force account, only to provide a common proposal for Bidders. All
17 such dollar amounts are to become a part of Contractor's total bid. However, the
18 Contracting Agency does not warrant expressly or by implication, that the actual amount
19 of work will correspond with those estimates. Payment will be made on the basis of the
20 amount of work actually authorized by Engineer.
21

22 23 24 25 **1-09.7 Mobilization**

26 *(December 10, 2020 APWA GSP)*
27

28 Delete this Section and replace it with the following:
29

30 Mobilization consists of preconstruction expenses and the costs of preparatory Work and
31 operations performed by the Contractor which occur before 10 percent of the total original
32 amount of an individual Bid Schedule is earned from other Contract items on that Bid
33 Schedule. Items which are not to be included in the item of Mobilization include but are
34 not limited to:
35

- 36 1. Any portion of the Work covered by the specific Contract item or incidental Work
37 which is to be included in a Contract item or items.
- 38 2. Profit, interest on borrowed money, overhead, or management costs.
- 39 3. Any costs of mobilizing equipment for force account Work.
40

41 Based on the lump sum Contract price for "Mobilization", partial payments will be made as
42 follows:
43

- 44 1. When 5 percent of the total original Bid Schedule amount is earned from other
45 Contract items on that original Bid Schedule, excluding amounts paid for materials
46 on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule,
47 5 percent of the total of that original Bid Schedule, or 5 percent of the total original
48 Contract amount, whichever is the least, will be paid.
- 49 2. When 10 percent of the total original Bid Schedule amount is earned from other
50 Contract items on that original Bid Schedule, excluding amounts paid for materials
51 on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule,

- 1 10 percent of the total of that original Bid Schedule, or 10 percent of the total
2 original Contract amount, whichever is the least, will be paid.
3 3. When the Substantial Completion Date has been established for the project,
4 payment of any remaining amount Bid for mobilization will be paid.
5

6 Nothing herein shall be construed to limit or preclude partial payments otherwise provided
7 by the Contract.
8

9 **1-09.9 Payments**

10 *(March 13, 2012 APWA GSP)*
11

12 Delete the first four paragraphs and replace them with the following:
13

14 The basis of payment will be the actual quantities of Work performed according to the
15 Contract and as specified for payment.
16

17 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
18 Preconstruction Conference, to enable the Project Engineer to determine the Work
19 performed on a monthly basis. A breakdown is not required for lump sum items that
20 include a basis for incremental payments as part of the respective Specification. Absent
21 a lump sum breakdown, the Project Engineer will make a determination based on
22 information available. The Project Engineer's determination of the cost of work shall be
23 final.
24

25 Progress payments for completed work and material on hand will be based upon
26 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
27 established at the preconstruction conference.
28

29 The initial progress estimate will be made not later than 30 days after the Contractor
30 commences the work, and successive progress estimates will be made every month
31 thereafter until the Completion Date. Progress estimates made during progress of the
32 work are tentative, and made only for the purpose of determining progress payments.
33 The progress estimates are subject to change at any time prior to the calculation of the
34 final payment.
35

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

- 37 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
38 work completed multiplied by the unit price.
39 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
40 breakdown for that item, or absent such a breakdown, based on the Engineer's
41 determination.
42 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
43 or other storage area approved by the Engineer.
44 4. Change Orders — entitlement for approved extra cost or completed extra work as
45 determined by the Engineer.
46

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

- 48 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

- 1 2. The amount of progress payments previously made; and
2 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
3 Contract Documents.
4

5 Progress payments for work performed shall not be evidence of acceptable performance
6 or an admission by the Contracting Agency that any work has been satisfactorily
7 completed. The determination of payments under the contract will be final in accordance
8 with Section 1-05.1.
9

10 ***Retainage***

11
12 Section 1-09.9(1) content and title is deleted and replaced with the following:
13

14 **(June 27, 2011)**
15 **Vacant**
16

17 **1-09.11(3) Time Limitation and Jurisdiction**
18 *(November 30, 2018 APWA GSP)*
19

20 Revise this section to read:
21

22 For the convenience of the parties to the Contract it is mutually agreed by the parties that
23 any claims or causes of action which the Contractor has against the Contracting Agency
24 arising from the Contract shall be brought within 180 calendar days from the date of final
25 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
26 agreed that any such claims or causes of action shall be brought only in the Superior Court
27 of the county where the Contracting Agency headquarters is located, provided that where
28 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
29 The parties understand and agree that the Contractor's failure to bring suit within the time
30 period provided, shall be a complete bar to any such claims or causes of action. It is further
31 mutually agreed by the parties that when any claims or causes of action which the
32 Contractor asserts against the Contracting Agency arising from the Contract are filed with
33 the Contracting Agency or initiated in court, the Contractor shall permit the Contracting
34 Agency to have timely access to any records deemed necessary by the Contracting
35 Agency to assist in evaluating the claims or action.
36

37 **1-09.13(3) Claims \$250,000 or Less**
38 *(October 1, 2005 APWA GSP)*
39

40 Delete this section and replace it with the following:
41

42 The Contractor and the Contracting Agency mutually agree that those claims that total
43 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
44 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
45 agree in writing to resolve the claim through binding arbitration.
46

47 **1-09.13(3)A Administration of Arbitration**
48 *(November 30, 2018 APWA GSP)*
49

50 Revise the third paragraph to read:
51

1 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
2 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
3 the Superior Court of the county in which the Contracting Agency's headquarters is
4 located, provided that where claims subject to arbitration are asserted against a county,
5 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of
6 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall
7 use the Contract as a basis for decisions.
8

9 **Temporary Traffic Control**

10 **Traffic Control Management**

11 ***General***

12
13
14
15 Section 1-10.2(1) is supplemented with the following:

16
17 (January 3, 2017)

18 Only training with WSDOT TCS card and WSDOT training curriculum is recognized
19 in the State of Washington. The Traffic Control Supervisor shall be certified by one
20 of the following:

21
22 The Northwest Laborers-Employers Training Trust
23 27055 Ohio Ave.
24 Kingston, WA 98346
25 (360) 297-3035
26

27 Evergreen Safety Council
28 12545 135th Ave. NE
29 Kirkland, WA 98034-8709
30 1-800-521-0778
31

32 The American Traffic Safety Services Association
33 15 Riverside Parkway, Suite 100
34 Fredericksburg, Virginia 22406-1022
35 Training Dept. Toll Free (877) 642-4637
36 Phone: (540) 368-1701
37
38

39 **1-10.4 Measurement**

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

41
42
43 Section 1-10.4(3) is supplemented with the following:

44
45 (August 2, 2004)

46 The bid proposal contains the item "Project Temporary Traffic Control," lump sum and
47 the additional temporary traffic control items listed below. The provisions of Section
48 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.
49

50 "Flaggers" per hour

51 "Traffic Control Supervisor" lump sum

52 "Construction Signs Class A" per square feet

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Division 2
Earthwork

2-11 TRIMMING AND CLEANUP

2-11.1 Description

(July 14, 2016 SkagitR)

Section 2-11.1 is revised to read:

This Work consists of dressing and trimming the entire Roadway(s) improved under the Contract, including frontage roads, connecting ramps, auxiliary lanes, and approach roads. This Work extends to roadbeds, shoulders, **lawns** and ditches.

The Contractor shall also trim and clean up the staging areas and any other area the Contractor uses for construction operations.

2-11.3 Construction Requirements

(July 14, 2016 SkagitR)

Item number four in the first paragraph of Section 2-11.3 is revised to read:

4. Remove and dispose of all weeds, brush, refuse, **rocks larger than two-inches in diameter, asphalt chunks, survey stakes,** and any other debris that lie on the roadbed, shoulders, ditches, and slopes.

1
2
3 **Division 8**
4 **Miscellaneous Construction**

5 **Guardrail**

6
7 **8-11.3(1)D Removing Guardrail and Guardrail Anchor**
8 *(June 22, 2021 SkagitR)*
9

10 Section 8-11.3(1)D is supplemented with the following:

11
12 All removed guardrail items shall be salvaged and remain the property of Skagit County
13 unless otherwise directed by the Engineer. These salvaged items shall be dismantled
14 and hauled to:

15
16
17 Butler Pit
18 18911 Kelleher Rd
19 Burlington, WA 98233
20 Contact: John Davidson
21 (360) 416-1479
22 (360) 770-5182
23
24

25 **8-11.5 Payment**

26 *(September 28, 2016 SkagitR)*
27

28 Section 8-11.5 is supplemented with the following:

29
30 The unit contract price for removal of guardrail items shall include all costs for labor,
31 materials, tools and equipment required to dismantle, load, transport, and stockpile the
32 guardrail components designated for salvage by the Engineer.

1 **Appendices**
2 **(January 2, 2012)**
3

4 The following appendices are attached and made part of this contract:

5
6 *** As below ***
7

8 APPENDIX A:
9 WSDOT Standard Plans
10

11 APPENDIX B:
12 Washington State Prevailing Wage Rates
13 Federal Davis Bacon Wage Rates
14

15 APPENDIX C:
16 Contract Bond – Information only
17 Construction Contract – Information only
18

19 APPENDIX D:
20 Proposal Forms – Information only
21

22 APPENDIX E:
23 Required Contract Provisions Federal Aid Construction Contracts –
24 FHWA-1273
25

26 APPENDIX F:
27 Permits
28

29 APPENDIX G:
30 Vicinity Map and Plans
31

1 (January 13, 2021)

2 **Standard Plans**

3 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-
4 01, effective September 30, 2020, is made a part of this contract.

5
6 The Standard Plans are revised as follows:

7
8 A-50.10
9 DELETED

10
11 A-50.20
12 DELETED

13
14 A-50.30
15 DELETED

16
17 A-50.40
18 DELETED

19
20 B-90.40
21 Valve Detail – DELETED

22
23 C-1a
24 DELETED

25
26 C-8
27 Add new Note 5, "5. Type 2 Barrier and Barrier Terminals are allowed in temporary
28 installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be
29 fabricated after December 31, 2019. The plan is provided as a means to verify that any
30 Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the
31 plan requirements and cross-sectional dimensions as specified in Standard Specifications
32 6-10.3(5)."

33
34 C-8a
35 Add new Note 2, "2. Type 4 Barrier and Barrier Transition are allowed in temporary
36 installations only. New Type 4 Barrier and Barrier Transition are not allowed to be
37 fabricated after December 31, 2019. The plan is provided as a means to verify that any
38 Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the
39 plan requirements and cross-sectional dimensions as specified in Standard Specifications
40 6-10.3(5)."

41
42 C-8b
43 DELETED

44
45 C-8e
46 DELETED

47
48 C-8f
49 DELETED

50
51 C-16a

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DELETED

C-20.10

The following table is added:

SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)		
POST LENGTH	SLOPE	W (FT)
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

C-20.11

DELETED

C-20.19

DELETED

C-40.16

DELETED

C-40.18

DELETED

C-80.50

DELETED

C-85.14

DELETED

C-85.15

SECTION B detail, the callout reading "ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b", is revised to read "ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS".

SECTION B detail, the callout reading "ANCHOR PLATE (TYP.) ~ SEE STANDARD PLAN J-8b", is revised to read "ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS".

D-2.14

DELETED

D-2.16

DELETED

1 D-2.18
2 DELETED
3
4 D-2.20
5 DELETED
6
7 D-2.42
8 DELETED
9
10 D-2.44
11 DELETED
12
13 D-2.46
14 DELETED
15
16 D-2.48
17 DELETED
18
19 D-2.82
20 DELETED
21
22 D-2.86
23 DELETED
24
25 D-10.10
26 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
27 barriers attached on top of the wall are considered non-standard and shall be designed
28 in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions
29 stated in the 11/3/15 Bridge Design memorandum.
30
31 D-10.15
32 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
33 barriers attached on top of the wall are considered non-standard and shall be designed
34 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15
35 Bridge Design memorandum.
36
37 D-10.30
38 Wall Type 5 may be used in all cases.
39
40 D-10.35
41 Wall Type 6 may be used in all cases.
42
43 D-10.40
44 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
45 barriers attached on top of the wall are considered non-standard and shall be designed
46 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15
47 Bridge Design memorandum.
48
49 D-10.45
50 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
51 barriers attached on top of the wall are considered non-standard and shall be designed

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

3
4 D-15.10

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

8
9 D-15.20

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

13
14 D-15.30

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

18
19 G-20.10

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

22
23 H-70.20

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

26
27 H-70.30

28 DELETED

29
30 J-10.16

31 Key Note 14, reads: "Mounting Hole ~ See Standard Plan J-10.30 for mounting Details."
32 Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
33 General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is
34 revised to read: "See Standard Plan J-10.14 for pole installation details."

35
36 J-10.17

37 Key Note 16, reads: "Mounting Hole ~ See Standard Plan J-10.?? for mounting Details."
38 Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
39 General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is
40 revised to read: "See Standard Plan J-10.14 for pole installation details."

41
42 J-10.18

43 Key Note 12, reads: "Mounting Hole ~ See Standard Plan J-10.20 for mounting Details."
44 Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
45 General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is
46 revised to read: "See Standard Plan J-10.14 for pole installation details."

47
48 J-20.26

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

51
52 J-20.16

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

J-21.10

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

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

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

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

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

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

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

J-21.15

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

J-21.16

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

J-22.15

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

J-28.60

Note 1 “See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details.” is revised to read “See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details.”

J-40.10

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

J-40.36

1	Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
2	revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
3	Pickled) for the cover.
4	
5	<u>J-40.37</u>
6	Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
7	revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
8	Pickled) for the cover.
9	
10	<u>J-75.20</u>
11	Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel
12	Bands", add the following to the end of the note: "Alternate: Stainless steel cable with
13	stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel
14	bands and associated hardware."
15	
16	<u>J-81.10</u>
17	All references to "Type 170 Controller" are replaced with "Controller".
18	
19	<u>L-40.10</u>
20	DELETED
21	
22	The following are the Standard Plan numbers applicable at the time this project was
23	advertised. The date shown with each plan number is the publication approval date
24	shown in the lower right-hand corner of that plan. Standard Plans showing different dates
25	shall not be used in this contract.
26	
	A-10.10-00.....8/7/07 A-30.35-00.....10/12/07 A-60.10-03.....12/23/14
	A-10.20-00.....10/5/07 A-40.00-00.....8/11/09 A-60.20-03.....12/23/14
	A-10.30-00.....10/5/07 A-40.10-04.....7/31/19 A-60.30-01.....6/28/18
	A-20.10-00.....8/31/07 A-40.15-00.....8/11/09 A-60.40-00.....8/31/07
	A-30.10-00.....11/8/07 A-40.20-04.....1/18/17
	A-30.30-01.....6/16/11 A-40.50-02.....12/23/14
27	
	B-5.20-03.....9/9/20 B-30.50-03.....2/27/18 B-75.20-02.....2/27/18
	B-5.40-02.....1/26/17 B-30.60-00.....9/9/20 B-75.50-01.....6/10/08
	B-5.60-02.....1/26/17 B-30.70-04.....2/27/18 B-75.60-00.....6/8/06
	B-10.20-02.....3/2/18 B-30.80-01.....2/27/18 B-80.20-00.....6/8/06
	B-10.40-01.....1/26/17 B-30.90-02.....1/26/17 B-80.40-00.....6/1/06
	B-10.70-01.....9/9/20 B-35.20-00.....6/8/06 B-85.10-01.....6/10/08
	B-15.20-01.....2/7/12 B-35.40-00.....6/8/06 B-85.20-00.....6/1/06
	B-15.40-01.....2/7/12 B-40.20-00.....6/1/06 B-85.30-00.....6/1/06
	B-15.60-02.....1/26/17 B-40.40-02.....1/26/17 B-85.40-00.....6/8/06
	B-20.20-02.....3/16/12 B-45.20-01.....7/11/17 B-85.50-01.....6/10/08
	B-20.40-04.....2/27/18 B-45.40-01.....7/21/17 B-90.10-00.....6/8/06
	B-20.60-03.....3/15/12 B-50.20-00.....6/1/06 B-90.20-00.....6/8/06
	B-25.20-02.....2/27/18 B-55.20-02.....2/27/18 B-90.30-00.....6/8/06
	B-25.60-02.....2/27/18 B-60.20-02.....9/9/20 B-90.40-01.....1/26/17
	B-30.05-00.....9/9/20 B-60.40-01.....2/27/18 B-90.50-00.....6/8/06
	B-30.10-03.....2/27/18 B-65.20-01.....4/26/12 B-95.20-01.....2/3/09
	B-30.15-00.....2/27/18 B-65.40-00.....6/1/06 B-95.40-01.....6/28/18
	B-30.20-04.....2/27/18 B-70.20-00.....6/1/06
	B-30.30-03.....2/27/18 B-70.60-01.....1/26/17

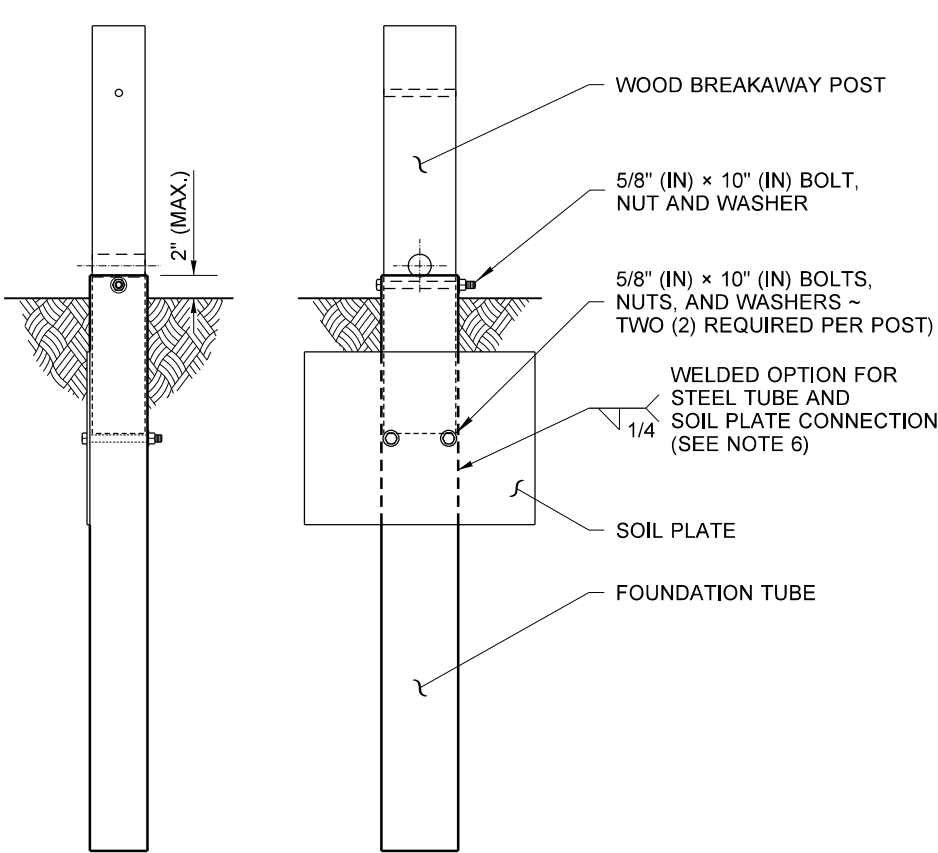
	B-30.40-03.....2/27/18		
1	C-1.....9/9/20 C-20.42-05.....7/14/15 C-70.10-02.....9/16/20 C-1b.....9/9/20 C-20.45-02.....8/12/19 C-75.10-02.....9/16/20 C-1d.....10/31/03 C-22.16-07.....9/16/20 C-75.20-02.....9/16/20 C-2c.....8/12/19 C-22.40-08.....9/16/20 C-75.30-02.....9/16/20 C-4f.....8/12/19 C-22.45-05.....9/16/20 C-80.10-02.....9/16/20 C-6a.....10/14/09 C-23.60-04.....7/21/17 C-80.20-01.....6/11/14 C-7.....6/16/11 C-24.10-02.....8/12/19 C-80.30-01.....6/11/14 C-7a.....6/16/11 C-25.20-06.....7/14/15 C-80.40-01.....6/11/14 C-8.....2/10/09 C-25.22-05.....7/14/15 C-85.10-00.....4/8/12 C-8a.....7/25/97 C-25.26-04.....8/12/19 C-85.11-01.....9/16/20 C-20.10-06.....9/16/20 C-25.30-00.....6/28/18 C-85.15-01.....6/30/14 C-20.14-04.....8/12/19 C-25.80-05.....8/12/19 C-85.16-01.....6/17/14 C-20.15-02.....6/11/14 C-60.10-01.....9/24/20 C-85.18-01.....6/11/14 C-20.18-03.....8/12/19 C-60.20-00.....9/24/20 C-85.20-01.....6/11/14 C-20.40-07.....8/12/19 C-60.30-00.....9/24/20 C-20.41-02.....8/12/19 C-60.70-00.....9/24/20		
2	D-2.04-00.....11/10/05 D-2.80-00.....11/10/05 D-6.....6/19/98 D-2.06-01.....1/6/09 D-2.84-00.....11/10/05 D-10.10-01.....12/2/08 D-2.08-00.....11/10/05 D-2.88-00.....11/10/05 D-10.15-01.....12/2/08 D-2.32-00.....11/10/05 D-2.92-00.....11/10/05 D-10.20-01.....8/7/19 D-2.34-01.....1/6/09 D-3.09-00.....5/17/12 D-10.25-01.....8/7/19 D-2.36-03.....6/11/14 D-3.10-01.....5/29/13 D-10.30-00.....7/8/08 D-2.60-00.....11/10/05 D-3.11-03.....6/11/14 D-10.35-00.....7/8/08 D-2.62-00.....11/10/05 D-3.15-02.....6/10/13 D-10.40-01.....12/2/08 D-2.64-01.....1/6/09 D-3.16-02.....5/29/13 D-10.45-01.....12/2/08 D-2.66-00.....11/10/05 D-3.17-02.....5/9/16 D-2.68-00.....11/10/05 D-4.....12/11/98		
3	E-1.....2/21/07 E-4.....8/27/03 E-2.....5/29/98 E-4a.....8/27/03		
4	F-10.12-04.....9/24/20 F-10.62-02.....4/22/14 F-40.15-04.....9/25/20 F-10.16-00.....12/20/06 F-10.64-03.....4/22/14 F-40.16-03.....6/29/16 F-10.18-02.....9/24/20 F-30.10-04.....9/25/20 F-45.10-02.....7/15/16 F-10.40-04.....9/24/20 F-40.12-03.....6/29/16 F-80.10-04.....7/15/16 F-10.42-00.....1/23/07 F-40.14-03.....6/29/16		
5	G-10.10-00.....9/20/07 G-25.10-05.....9/16/20 G-95.10-02.....6/28/18 G-20.10-02.....6/23/15 G-26.10-00.....7/31/19 G-95.20-03.....6/28/18 G-22.10-04.....6/28/18 G-30.10-04.....6/23/15 G-95.30-03.....6/28/18 G-24.10-00.....11/8/07 G-50.10-03.....6/28/18 G-24.20-01.....2/7/12 G-90.10-03.....7/11/17 G-24.30-02.....6/28/18 G-90.11-00.....4/28/16 G-24.40-07.....6/28/18 G-90.20-05.....7/11/17 G-24.50-05.....8/7/19 G-90.30-04.....7/11/17 G-24.60-05.....6/28/18 G-90.40-02.....4/28/16		
6	H-10.10-00.....7/3/08 H-32.10-00.....9/20/07 H-70.10-01.....2/7/12		

	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
1	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
2	J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.16-01.....9/16/20	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
	J-10.17-01.....9/16/20	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16
	J-10.18-01.....9/16/20	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
	J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
	J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
	J-10.22-01.....9/16/20	J-30.10-00.....6/18/15	J-81.10-01.....9/16/20
	J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
	J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
	J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
	J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
	J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
	J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	
	J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
	J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
	J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
	J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
	J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
	J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
	J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
	J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
	J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
	J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
	J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
	J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
	J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
	J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
	J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
	J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
	J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
	J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
	J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
	J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
	J-28.26-01.....12/02/08		
	J-28.30-03.....6/11/14		
3	K-70.20-01.....6/1/16		
	K-80.10-02.....9/25/20		
	K-80.20-00.....12/20/06		

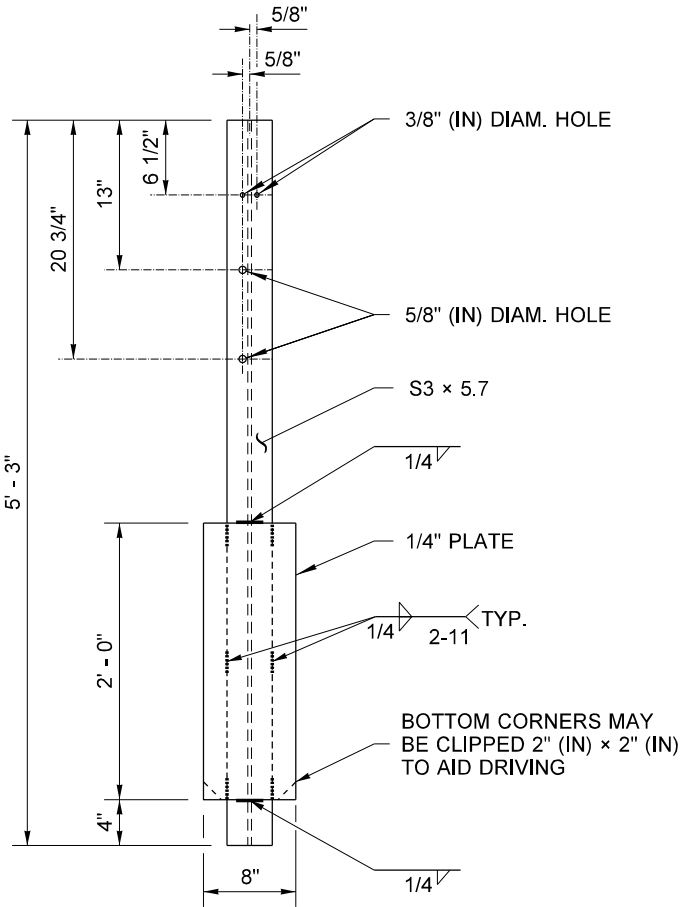
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	K-80.37-01.....9/16/20		
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	L-10.10-02.....6/21/12		L-70.10-01.....5/21/08
	L-20.10-03.....7/14/15	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
	L-30.10-02.....6/11/14	L-40.20-02.....6/21/12	
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	M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00...10/12/07
	M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
	M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
	M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
	M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
	M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
	M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-02.....6/27/11
	M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-02.....5/11/11
	M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
	M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
	M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
	M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	
3			
4			

APPENDIX A

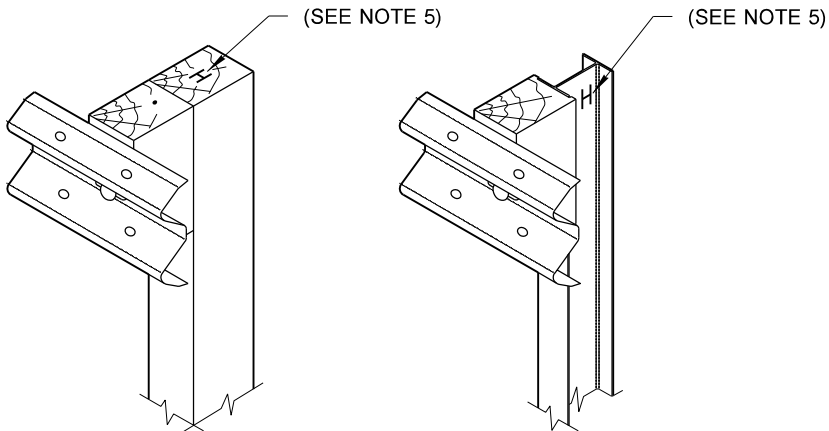
Standard Plans



ANCHOR POST ASSEMBLY



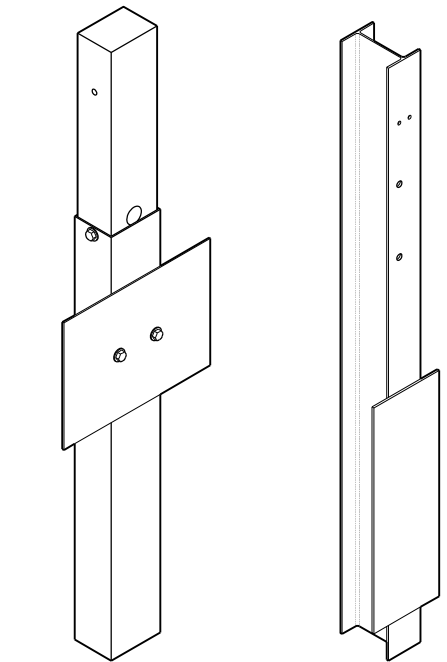
G-2 POST



TIMBER POST

STEEL POST

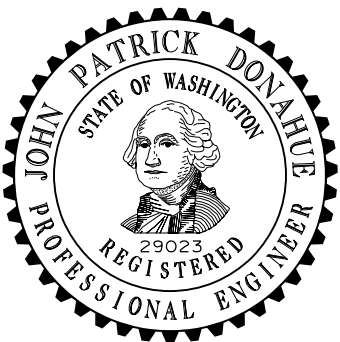
PARTIAL ASSEMBLY DETAIL



ISOMETRIC

NOTES

1. Wood posts for all guardrail placement plans shall be 6 × 8 except where noted otherwise.
2. Lower hole is for Rub Rail of Type 2 and Type 3 Beam Guardrail.
3. W6×8.5 or W6×9 steel posts and timber blocks are alternates for 6×8 timber posts and blocks. W6×15 steel posts and timber blocks are alternates for 10×10 timber posts and blocks.
4. Attach blockouts to steel posts using bolt holes on approaching traffic side of post web.
5. When "Beam Guardrail Type - __ Ft. Long Post" is specified in the Contract, the post length shall be stamped with numbers, 1 1/2" (in) min. high and 3/4" (in) wide at the location where the letter "H" is shown in the ASSEMBLY DETAIL. For wood post applications, the letter shall be stamped to a minimum depth of 1/4" (in). For steel post applications, the letter shall be legible after the post is galvanized. After post installation, it shall be the Contractor's responsibility to ensure the stamped numbers remain visible.
6. Soil plate may be welded to foundation tube. If so, holes in soil plate and foundation tube may be omitted.

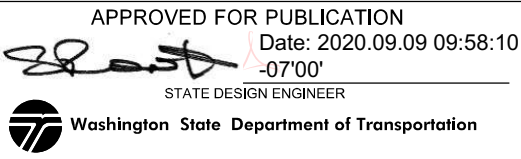


2020.08.27 09:45:39
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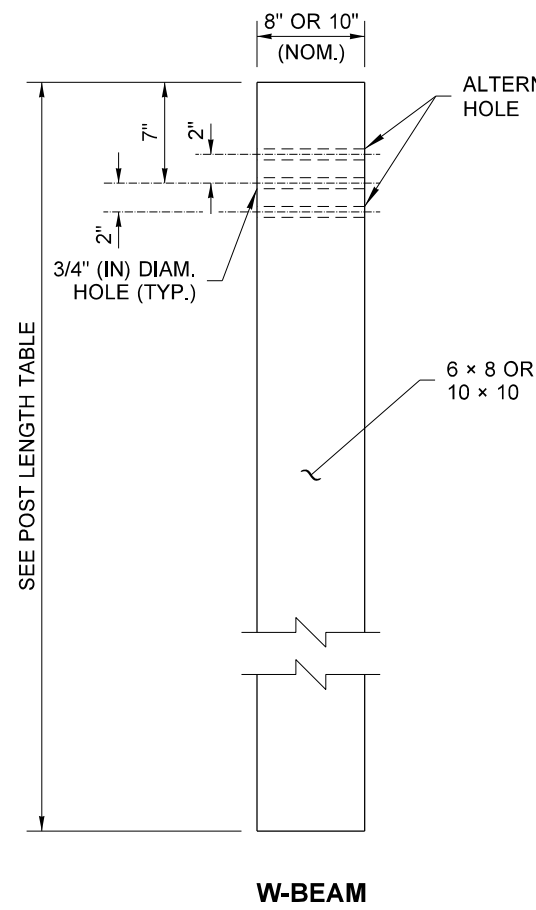
**BEAM GUARDRAIL
POSTS AND BLOCKS**

STANDARD PLAN C-1b

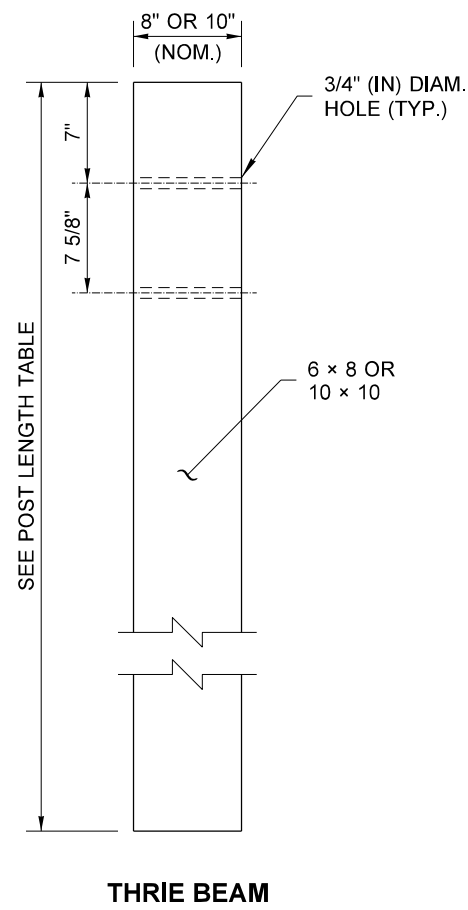
SHEET 1 OF 2 SHEETS



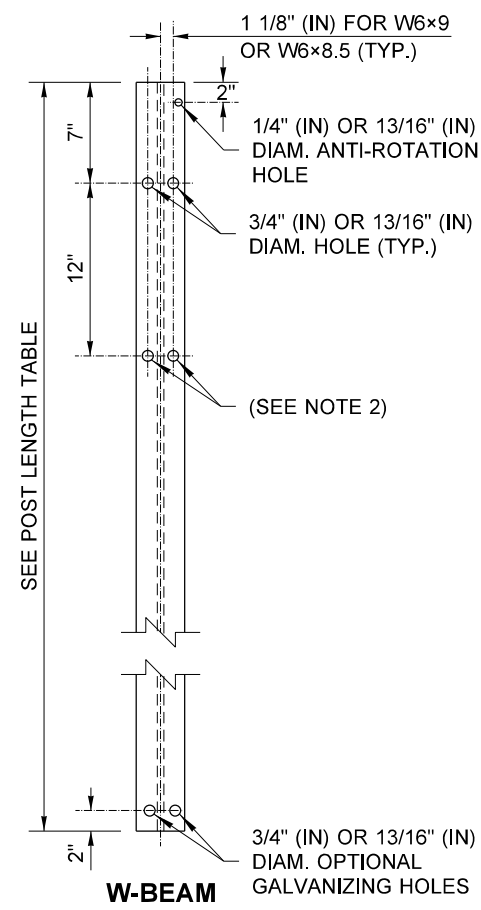
DRAWN BY: FERN LIDDELL



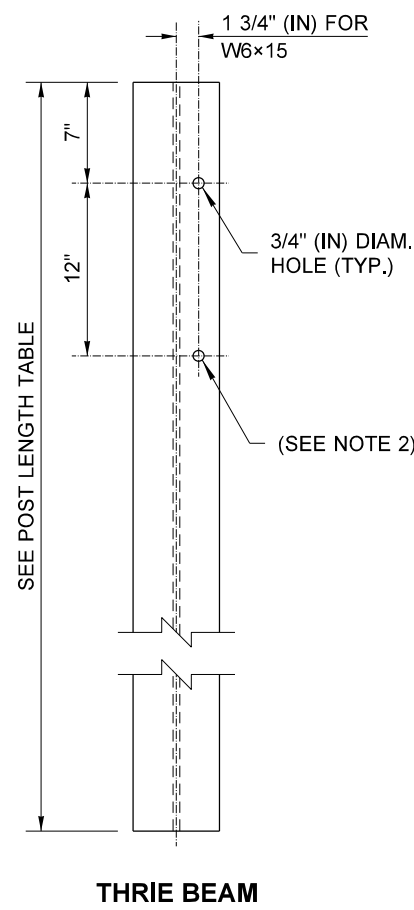
W-BEAM



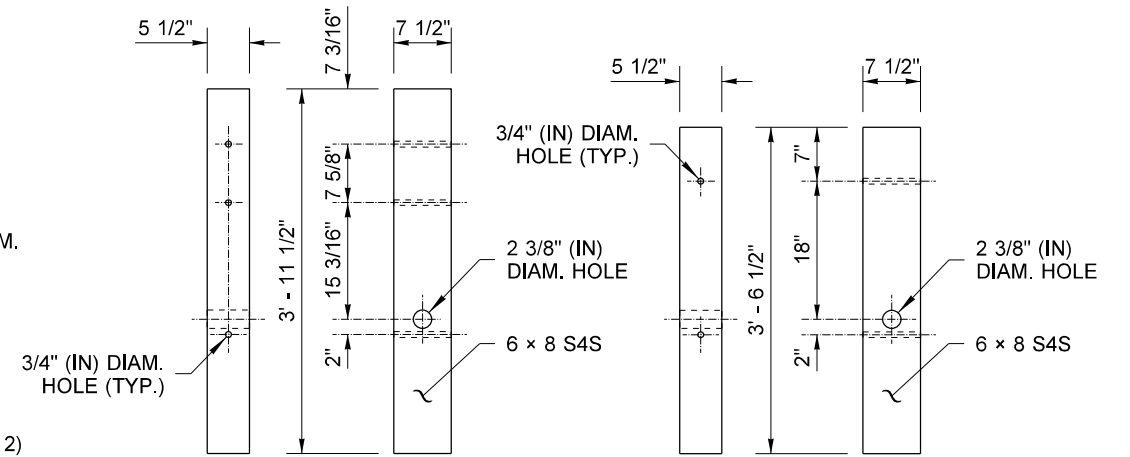
THRIE BEAM



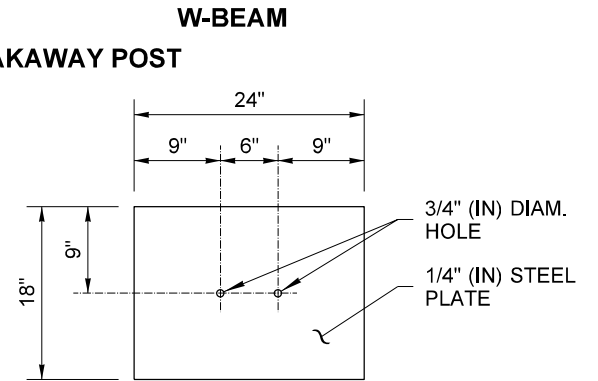
W-BEAM



THRIE BEAM



THRIE BEAM
WOOD BREAKAWAY POST



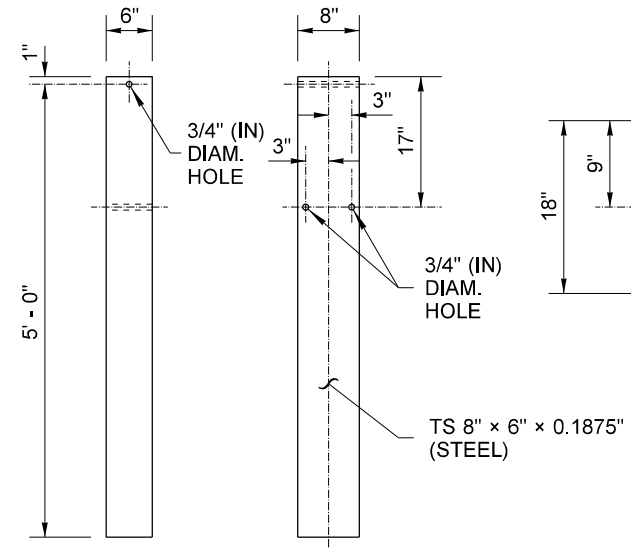
SOIL PLATE

WOOD POST

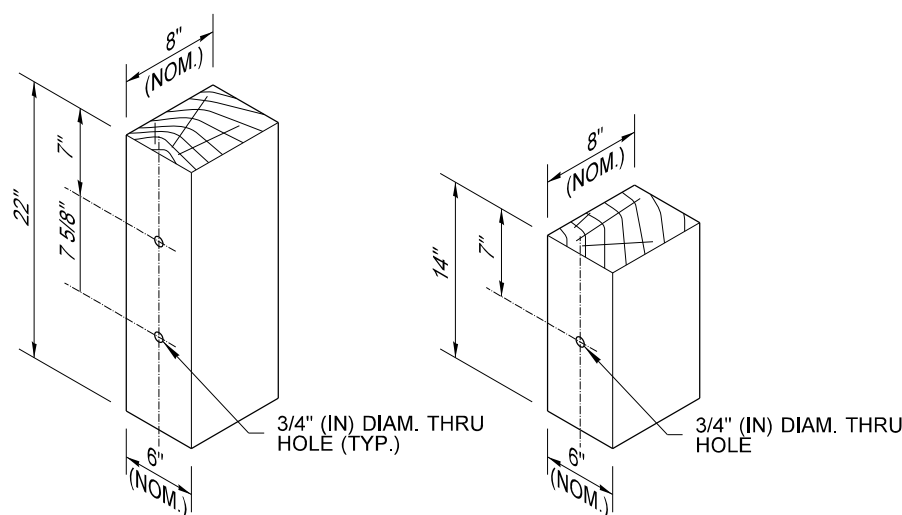
POST LENGTH TABLE	
GUARDRAIL TYPE	LENGTH
1 through 4 & 31	6' - 0" *
10 or 11	6' - 6"

* SEE CONTRACT FOR "BEAM GUARDRAIL TYPE - __ FT. LONG POST" LENGTHS. (SEE NOTE 5)

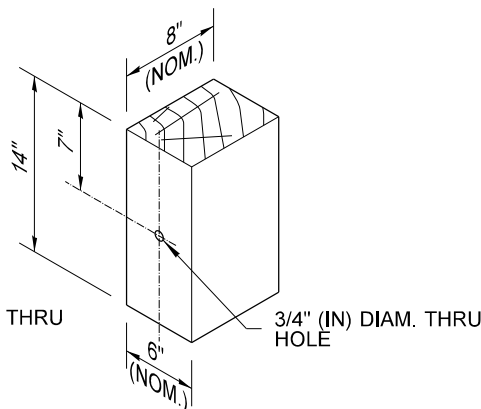
STEEL POST
(SEE NOTES 3 AND 4)



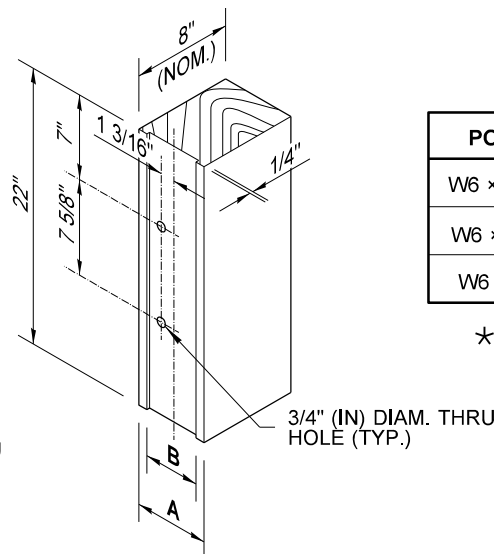
FOUNDATION TUBE



THRIE BEAM WOOD BLOCK
FOR WOOD POST



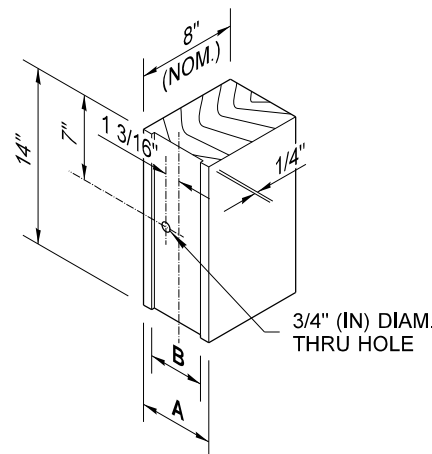
W-BEAM WOOD BLOCK
FOR WOOD POST



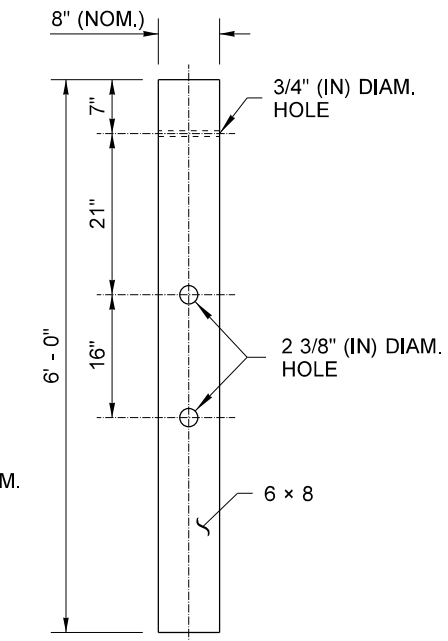
THRIE BEAM WOOD BLOCK
FOR STEEL POST

POST	A	B
W6 x 8.5	8" * *	6 1/4"
W6 x 15	8" * *	6 1/4"
W6 x 9	6" * *	4 1/4"

* * NOMINAL (NOM.)



W-BEAM WOOD BLOCK
FOR STEEL POST



CONTROLLED RELEASING
TERMINAL (CRT) POST



2020.09.11 13:57:54
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**BEAM GUARDRAIL
POSTS AND BLOCKS**

STANDARD PLAN C-1b

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

Date: 2020.09.09

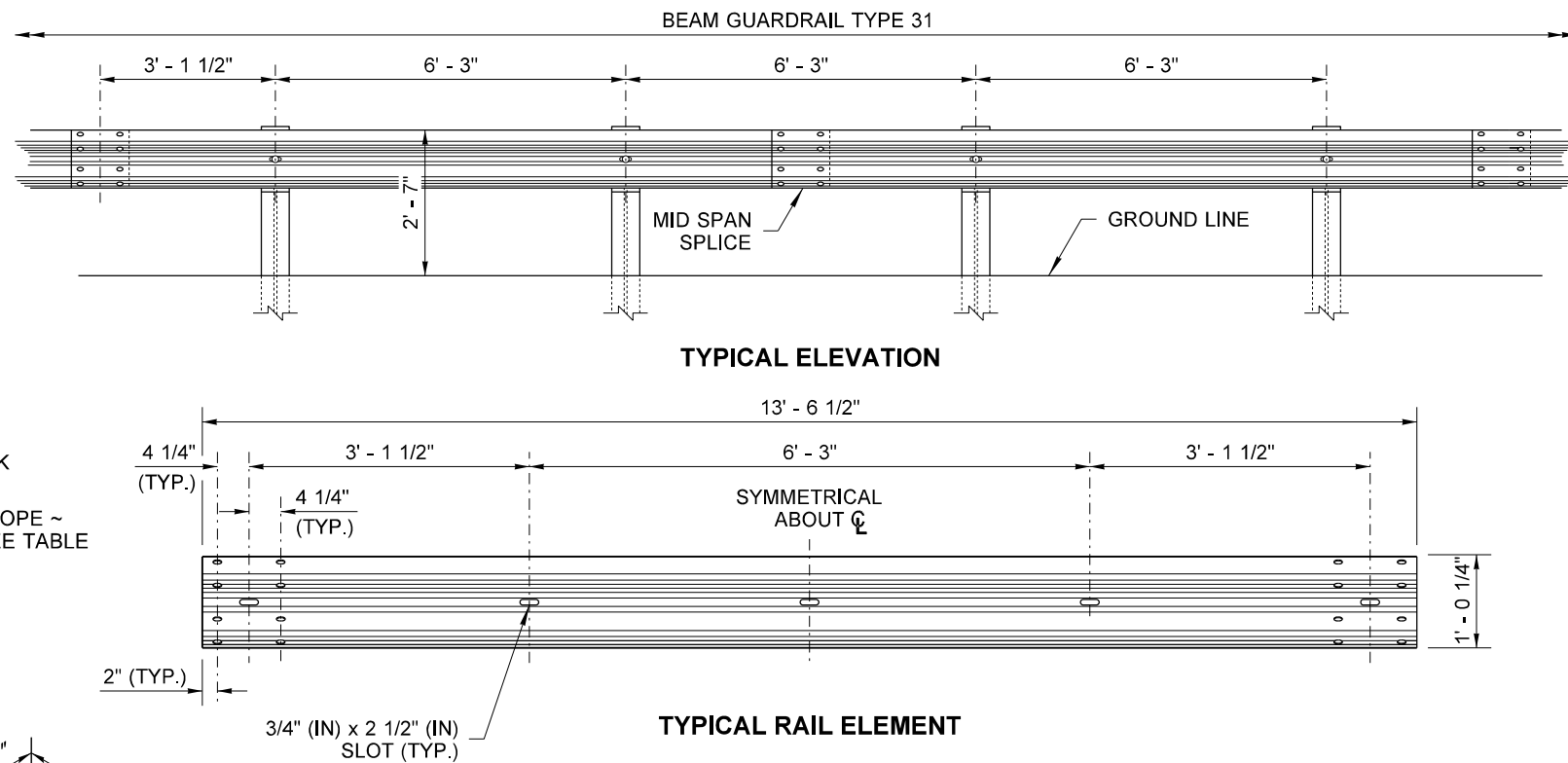
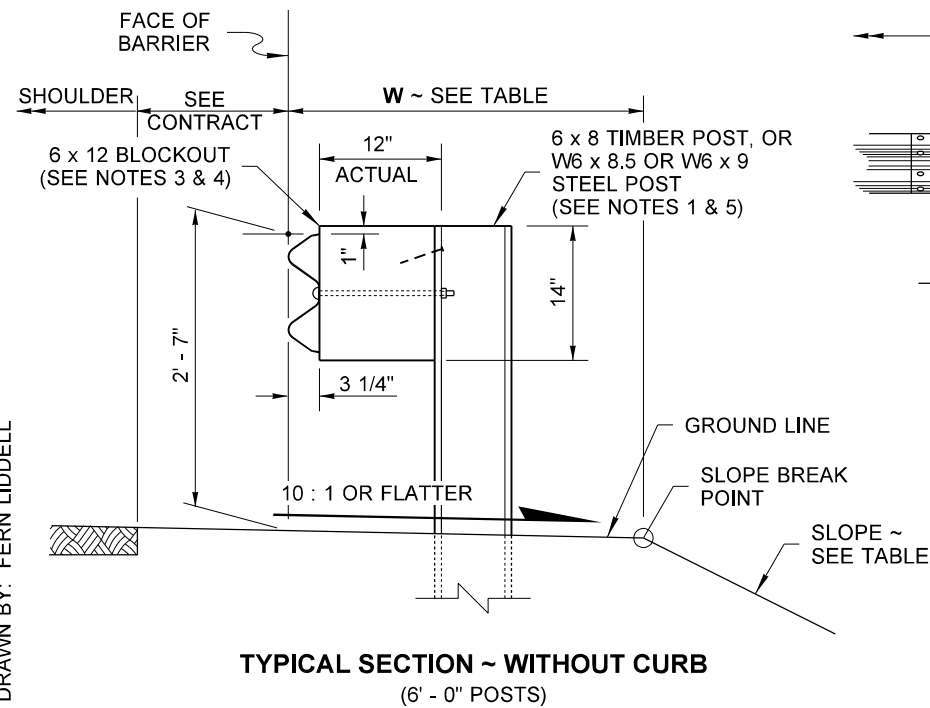
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STATE DESIGN ENGINEER



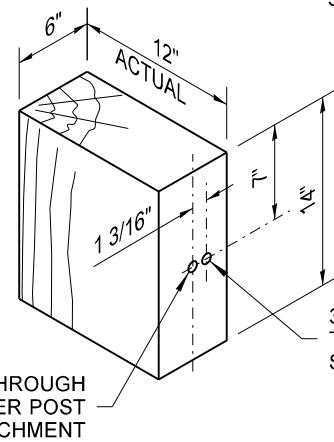
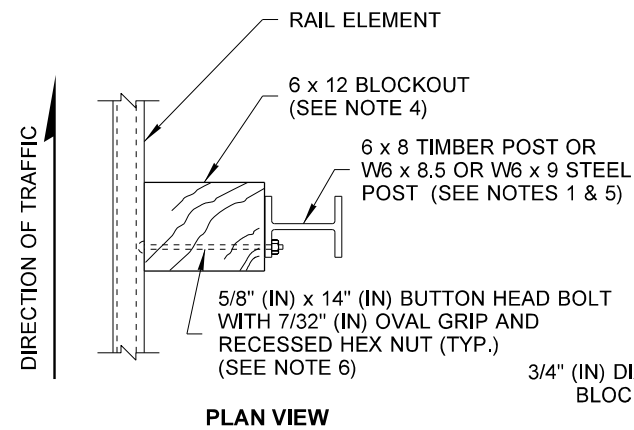
Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

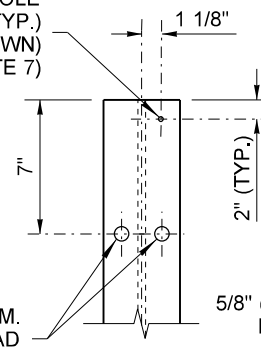


NOTES

1. Refer to **Standard Plan C-1b** and **C-20.11** for additional details not shown on this plan.
2. Extend shoulder pavement to provide a base for the extruded curb. See Contract Plans for exceptions to distances shown.
3. Use a single block or combination of blocks (no more than two (2) to achieve the actual 12" (in) offset. See **Standard Specification, Section 9-16.3(2)**. Wood blocks shall be secured to the posts with anti-rotation nails. If combination blocks are used, the adjacent blocks shall be toenailed with two 16d galvanized nails to prevent block rotation.
4. Wood blocks are shown. Blocks of an approved alternative material may be used. See **Standard Specification, Section 9-16.3(2)**.
5. All posts for any standard barrier run shall be of the same type: timber or steel.
6. Attach blockouts to steel posts using bolt holes on approaching traffic side of post web.
7. Anti-rotation holes in steel posts are not required when using blocks with anti-rotation features (e.g., routed blocks).



1/4" (IN) OR 13/16" (IN) DIAM. HOLE FOR ANTI-ROTATION 16d NAIL (TYP.) (1/4" DIAM. HOLE SHOWN) (SEE NOTE 7)



STEEL POST

6 x 8 x 6' (FT) LONG TIMBER POST (SEE NOTES 1 & 5)

W6 x 8.5 x 6' (FT) OR W6 x 9 x 6' (FT) LONG STEEL POST (SEE NOTES 1 & 5)

ANTI-ROTATION NAIL 16d (TYP.)

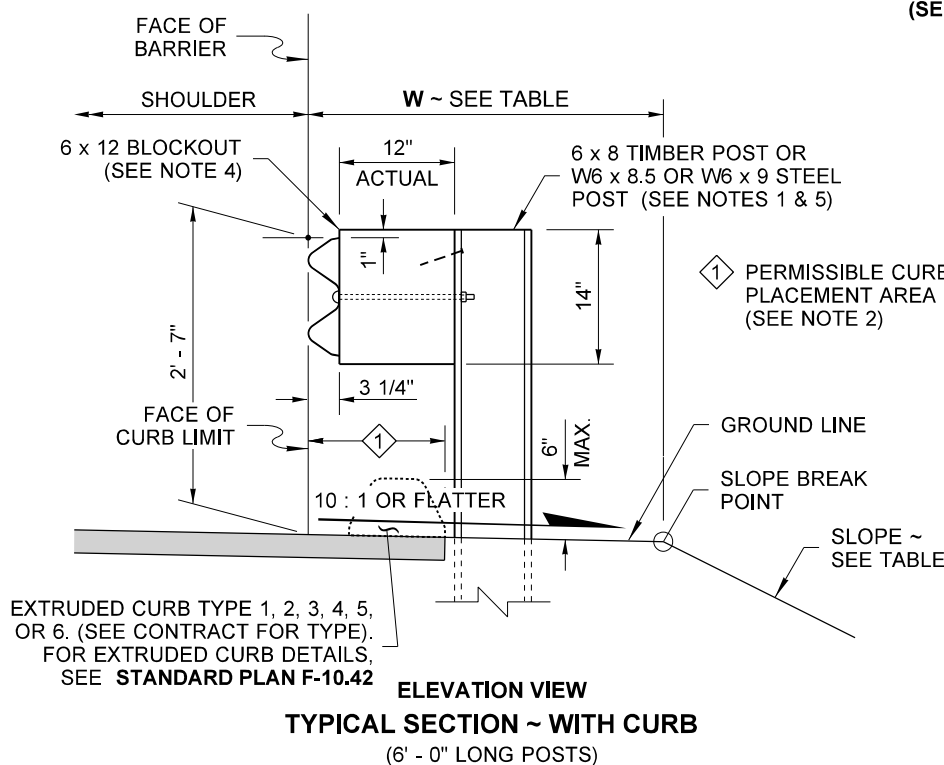
5/8" (IN) RECESSED HEX NUT (TYP.)

6 x 12 BLOCKOUT (TYP.) (SEE NOTE 3)

5/8" (IN) x 14" (IN) BUTTON HEAD BOLT WITH 7/32" (IN) OVAL GRIP AND RECESSED HEX NUT (TYP.) (SEE NOTE 6)

SLOPE \ EMBANKMENT TABLE FOR STD. 6' POSTS		
SLOPE	W (FT)	
2H : 1V OR FLATTER	2.5' MIN.	
STEEPER THAN 2H : 1V BUT NOT STEEPER THAN 1H : 1V	4.0' MIN.	

1 PERMISSIBLE CURB PLACEMENT AREA (SEE NOTE 2)



6 x 8 TIMBER POST OR W6 x 8.5 OR W6 x 9 STEEL POST (TYP.)

ANTI-ROTATION NAIL 16d (TYP.)

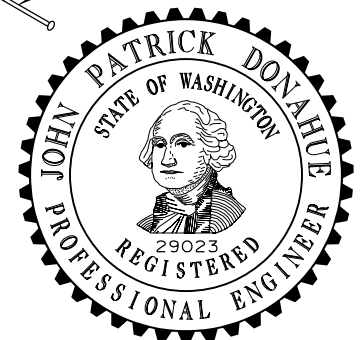
(SEE NOTE 3)

RAIL ELEMENT (TYP.)

5/8" (IN) x 1 1/4" (IN) BUTTON HEAD BOLT WITH 7/32" (IN) OVAL GRIP (TYP.) AND RECESSED HEX NUTS ~ EIGHT (8) REQUIRED PER SPLICE

ISOMETRIC VIEW

5/8" (IN) x 22" (IN) BUTTON HEAD BOLT WITH 7/32" (IN) OVAL GRIP AND RECESSED HEX NUT (TYP.)



2020.08.27 09:46:04 -07'00'

BEAM GUARDRAIL TYPE 31

STANDARD PLAN C-20.10-06

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

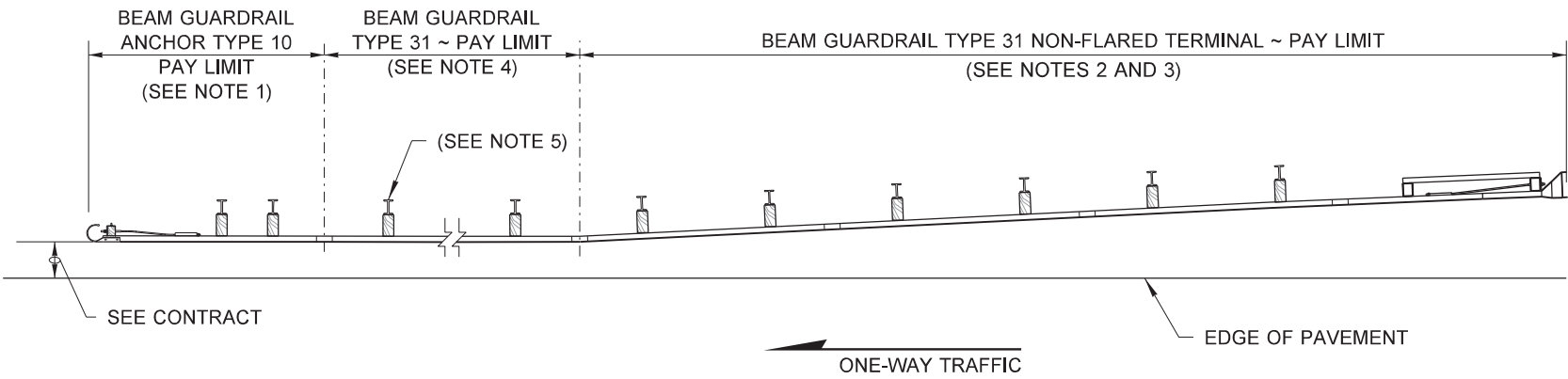
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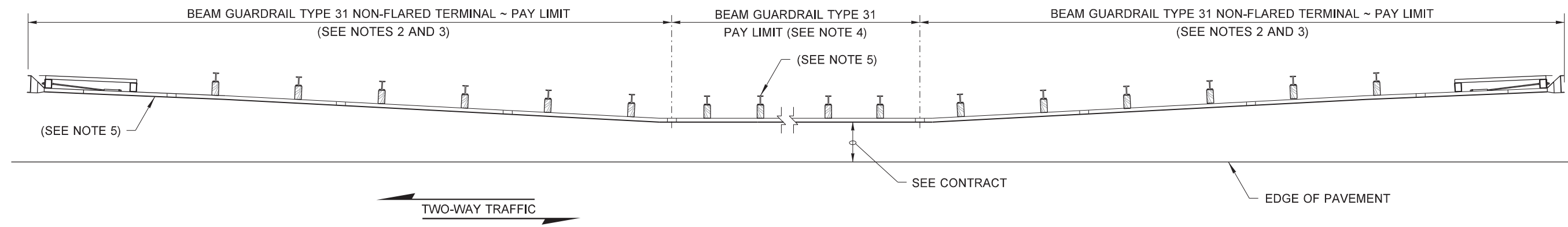
STATE DESIGN ENGINEER

Washington State Department of Transportation

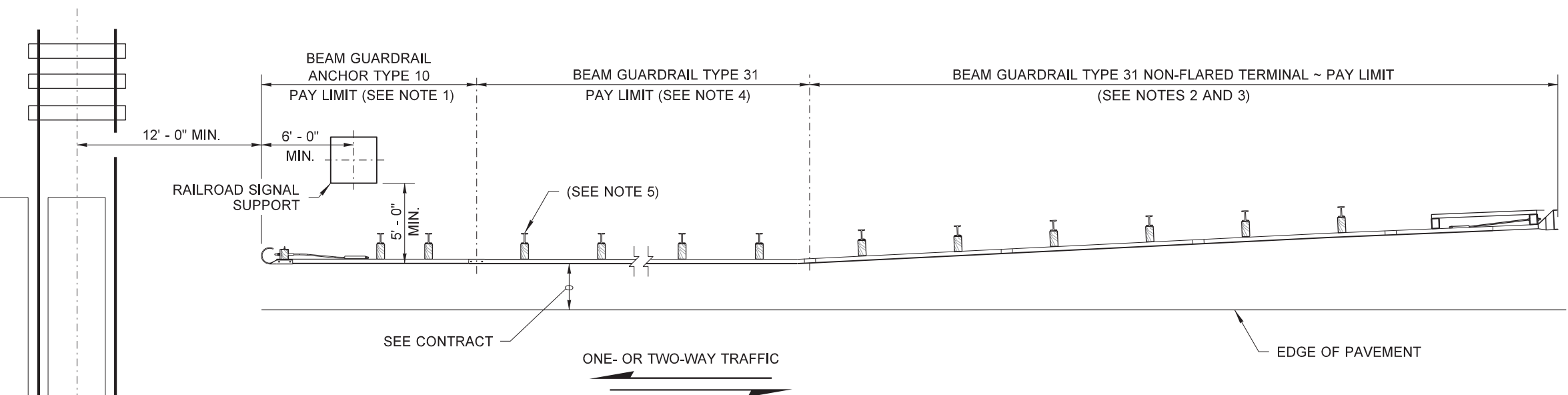
DRAWN BY: FERN LIDDELL



CASE 1-31



CASE 2-31



CASE 3-31

NOTES

1. Where a crashworthy terminal is not required, use Beam Guardrail Type 10; see **Standard Plan C-23.60**.
2. Where a crashworthy terminal is required, use a Beam Guardrail Type 31 Non-Flared Terminal; see **Standard Plan C-22.40 or C-22.45**.
3. For terminal type and details, see Contract Plans and applicable drawings.
4. For additional details not shown on this plan, refer to **Standard Plan C-20.10**.
5. Timber or steel post. Steel post shown.

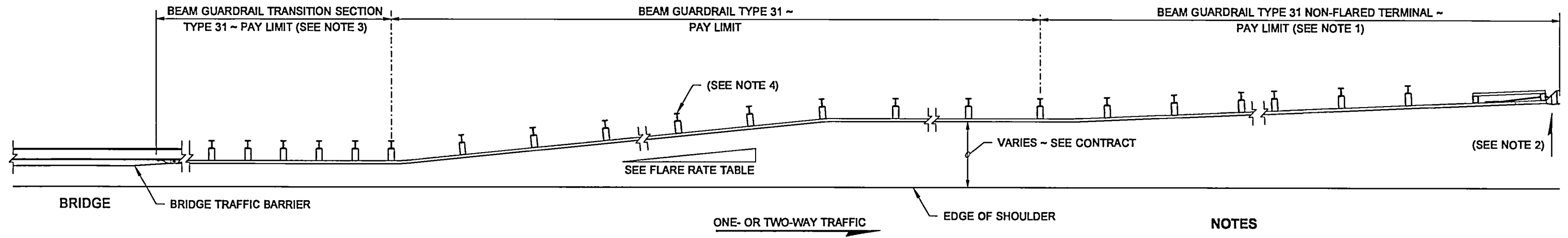


John Patrick Donahue
Donahue, John
Aug 10 2019 1:47 PM
**BEAM GUARDRAIL TYPE 31
PLACEMENT
(CASES 1-31, 2-31 & 3-31)
STANDARD PLAN C-20.14-04**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Roark, Steve
Aug 12 2019 11:49 AM
STATE DESIGN ENGINEER
Washington State Department of Transportation

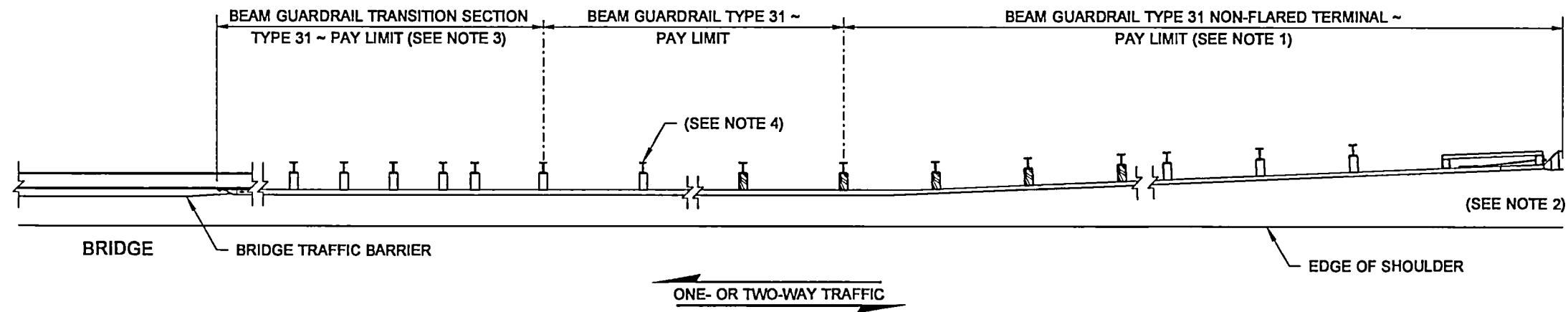
DRAWN BY: FERN LIDDELL



CASE 4 - 31

NOTES

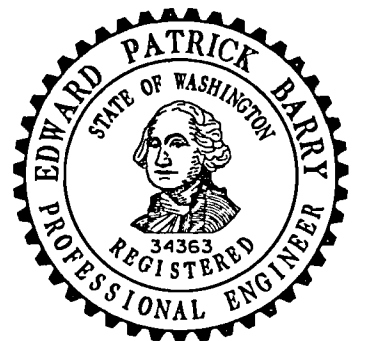
1. For details, see **Standard Plan C-22.40**.
2. The slope from the edge of the shoulder into the face of the guardrail should not be steeper than 10H : 1V when the guardrail is within 12' - 0" from the edge of the shoulder.
3. See Contract for Beam Guardrail Transition Section type and Connection to Bridge Traffic Barrier or Concrete Barrier. See **Standard Plan C-24.10** for connection details.
4. Timber or steel post. Steel post shown.



CASE 5 - 31

FLARE RATE TABLE

POSTED SPEED (MPH)	RATE (FT)
70	15 : 1
60	14 : 1
55	12 : 1
50	11 : 1
45	10 : 1
40 OR LESS	9 : 1



**BEAM GUARDRAIL TYPE 31
PLACEMENT
(CASES 4-31 & 5-31)**

STANDARD PLAN C-20.15-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

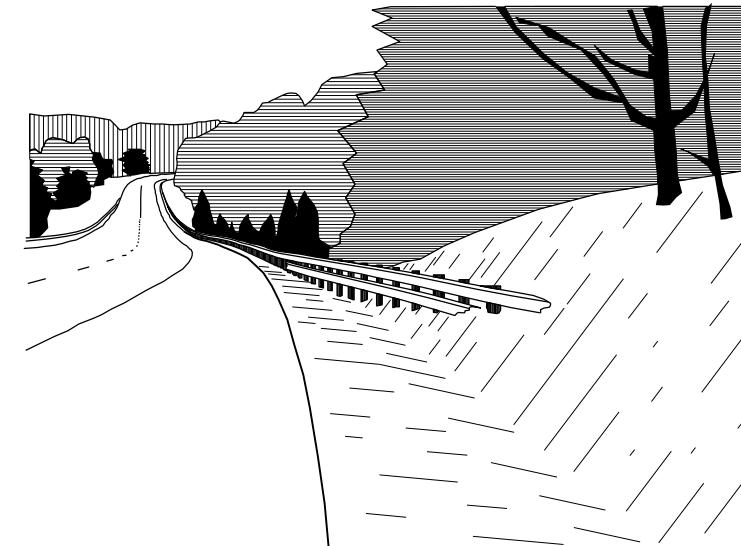
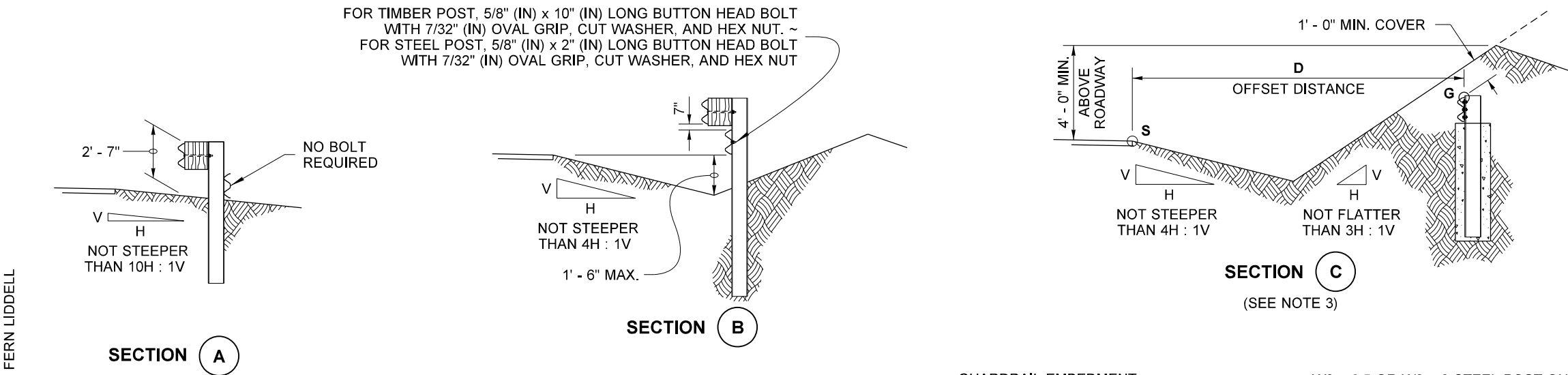
Bakotich, Pasco
Jun 11 2014 1:06 PM

STATE DESIGN ENGINEER



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PERSPECTIVE

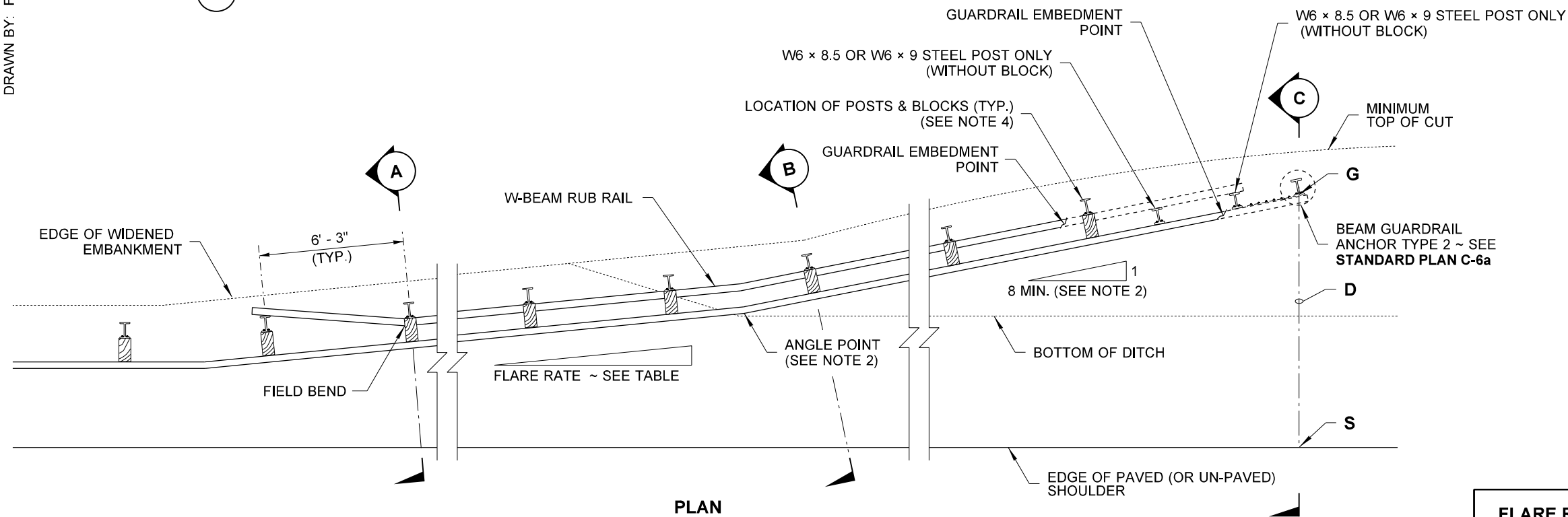
NOTES

1. Posts installed on shoulder slopes steeper than 10H : 1V shall be 8' (ft) long.
2. The flare rate of the guardrail may be increased after crossing the ditch bottom to shorten the length of the terminal.
3. Determine the height of the W-Beam at the Anchor (G) by first calculating the perpendicular offset distance (D) from the edge of shoulder (S) to the Anchor (on station). Multiply that distance by 0.1, then subtract the product from the elevation of the same point (S) on the edge of shoulder used to obtain the offset distance (at the same station). Add Beam Guardrail design height (31" (in)) to that remainder for a sum that equals the elevation of the top of the W-Beam at the Anchor.

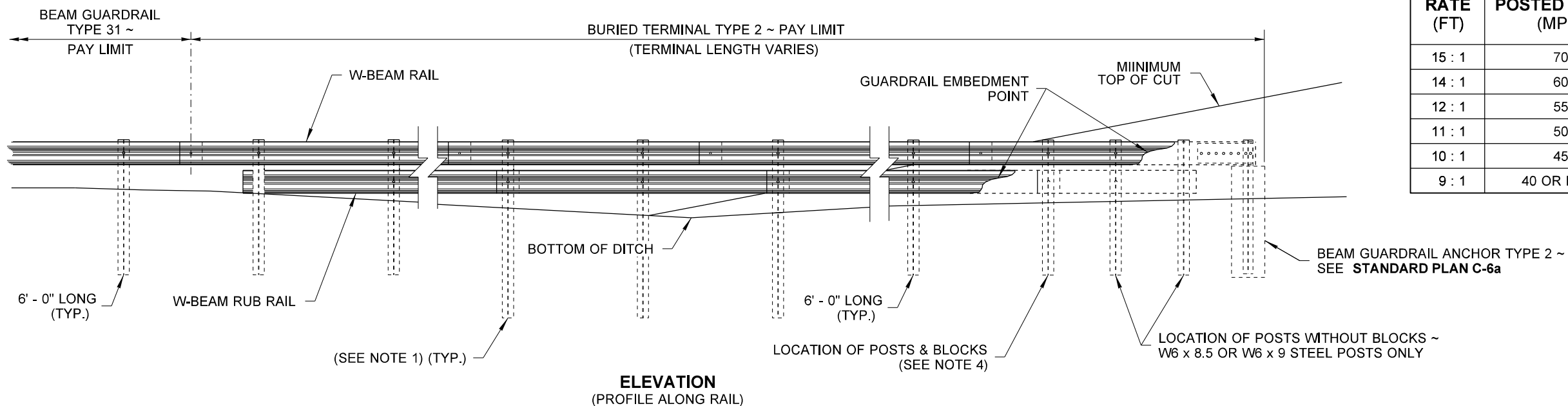
Refer to SECTION "C":

$$\text{Elevation } G = [(\text{Elevation } S - D \times (0.1)) + (31" / 12)]$$

4. Timber or steel post. Steel post shown.



FLARE RATE TABLE	
RATE (FT)	POSTED SPEED (MPH)
15 : 1	70
14 : 1	60
12 : 1	55
11 : 1	50
10 : 1	45
9 : 1	40 OR LESS



2020.08.27
09:46:30 -07'00'
**BEAM GUARDRAIL TYPE 31 -
BURIED TERMINAL TYPE 2**

STANDARD PLAN C-22.16-07

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Date: 2020.09.16 09:52:32

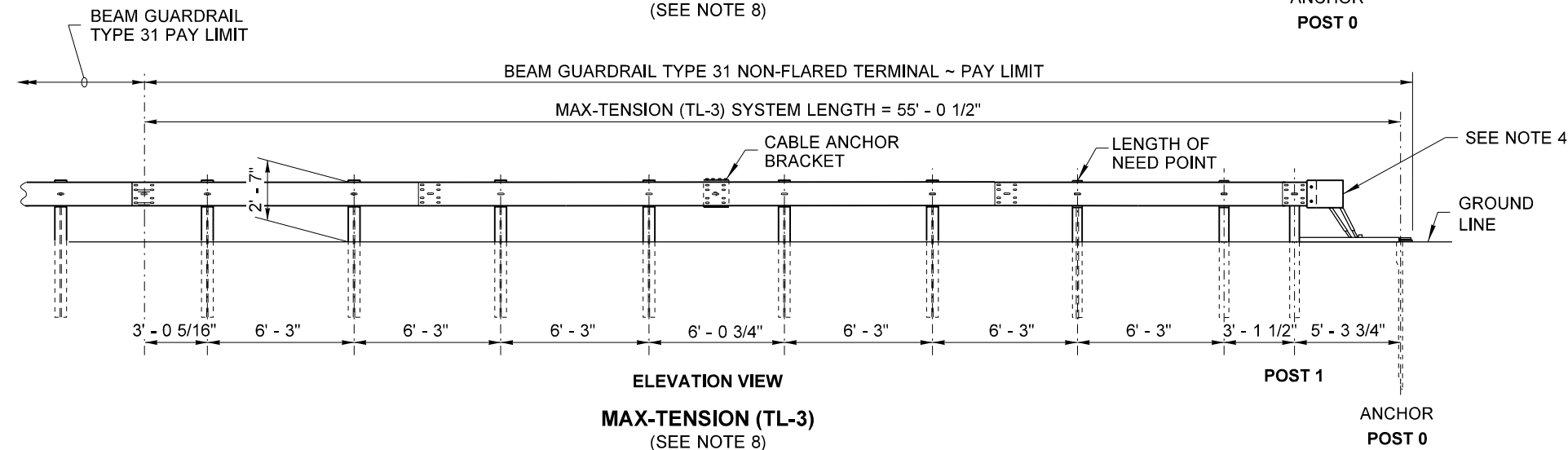
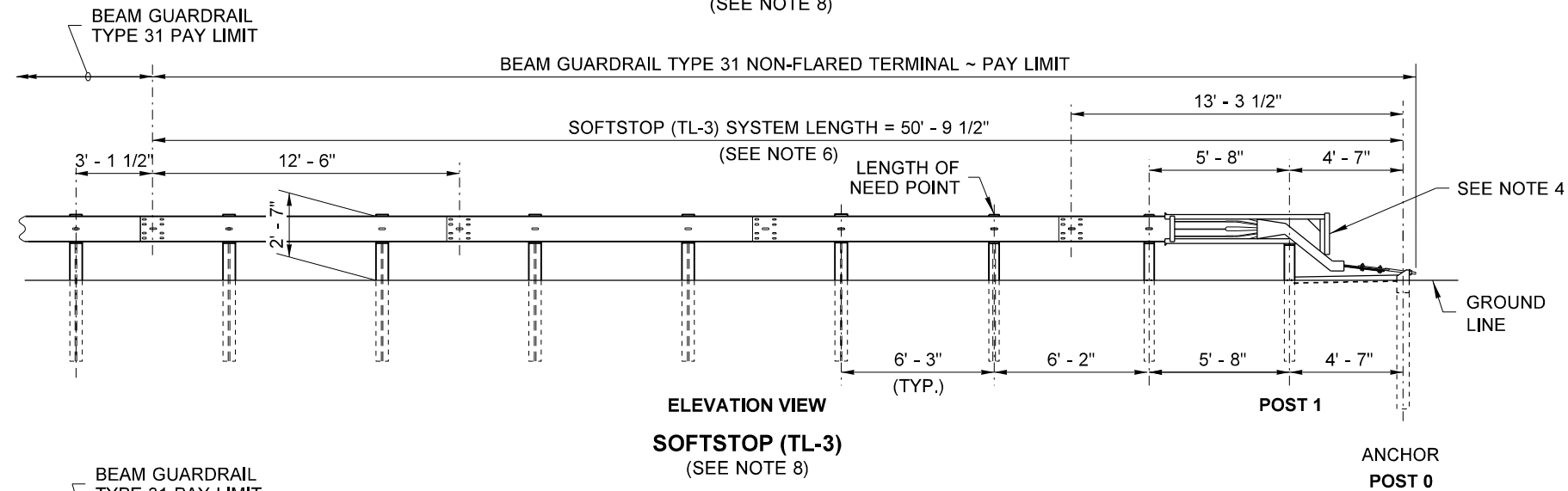
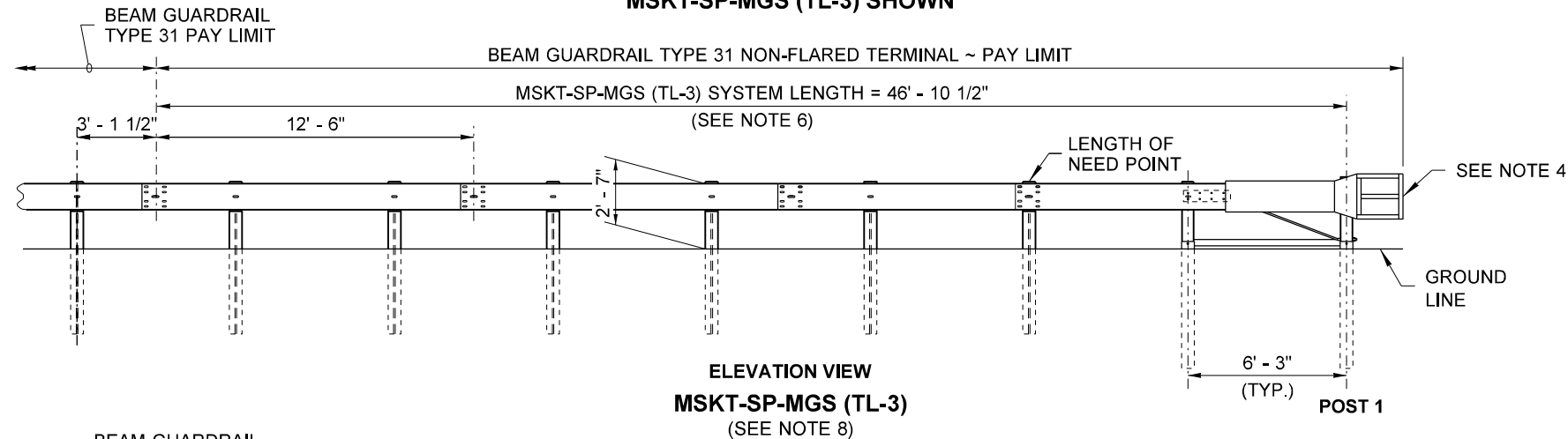
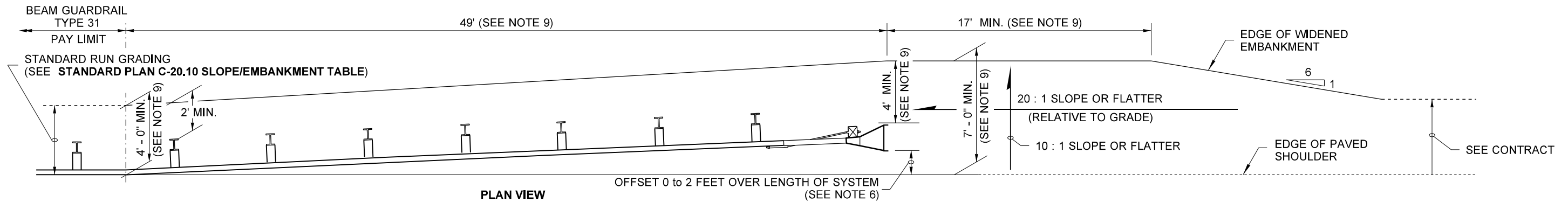
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STATE DESIGN ENGINEER



Washington State Department of Transportation

DRAWN BY: FERN LIDDELL



NOTES

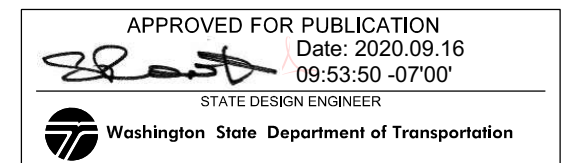
1. The Implementation of the Manual for Assessment of Safety Hardware (MASH) criteria may result in the acceptance of guardrail terminal systems currently not shown on this plan. Non-Flared terminals shall be selected from the WSDOT Qualified Products List (QPL) or approved through the WSDOT Request for Approval of Materials (RAM) process.
2. This terminal is MASH compliant at Test Level Three (TL-3) and may be used for all posted speeds.
3. An MSKT-SP-MGS (TL-3) as manufactured by Road Systems, Inc, SOFTSTOP (TL-3) as manufactured by Trinity Highway Products, LLC, or MAX-TENSION (TL-3) as manufactured by Lindsay Transportation Solutions, shall be installed according to manufacturer's recommendations.
4. A reflectorized object marker shall be installed according to manufacturer's recommendations.
5. Snow load rail washers shall not be installed within the terminal limits.
6. Provide an offset between 0 to 2 feet so that the impact head does not encroach onto the paved shoulder. The offset is provided over the length of the terminal system from the center of the last post splice to either:
(1) The face of the impact head at its leading edge (MSKT-SP-MGS), or
(2) The center of Anchor **Post 0** (Softstop or Max-Tension). Provide maximum offset where practicable.
7. For terminal details, see WSDOT approved manufacturer's drawings.
8. These terminals are supplied with steel posts only. They can be used with beam guardrail Type 31 runs composed of steel or wood guardrail posts.
9. The widened embankment dimensions shown on this plan will satisfy the installation requirements of all 3 guardrail terminal systems shown on this plan.

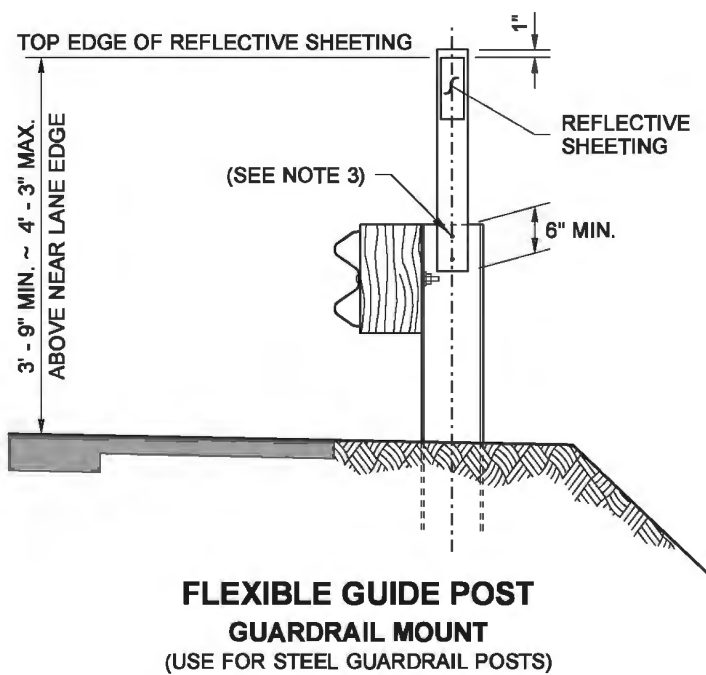
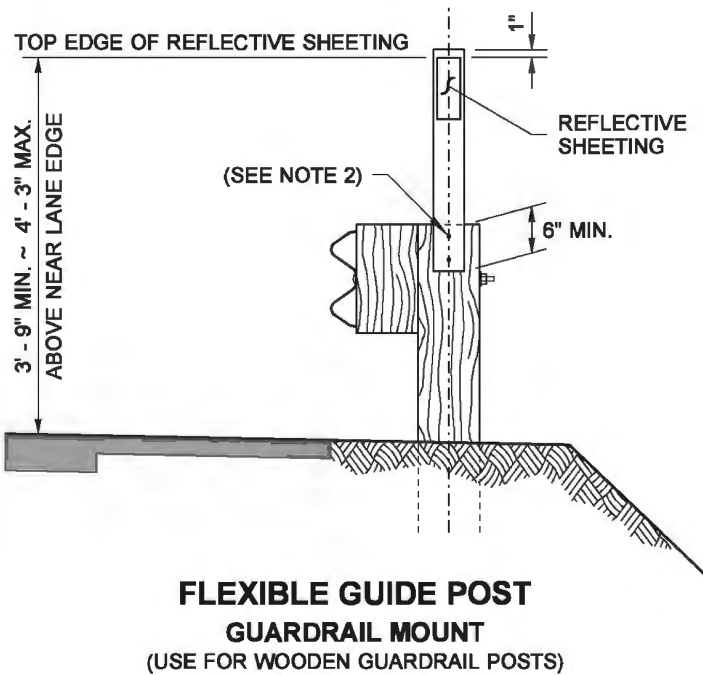
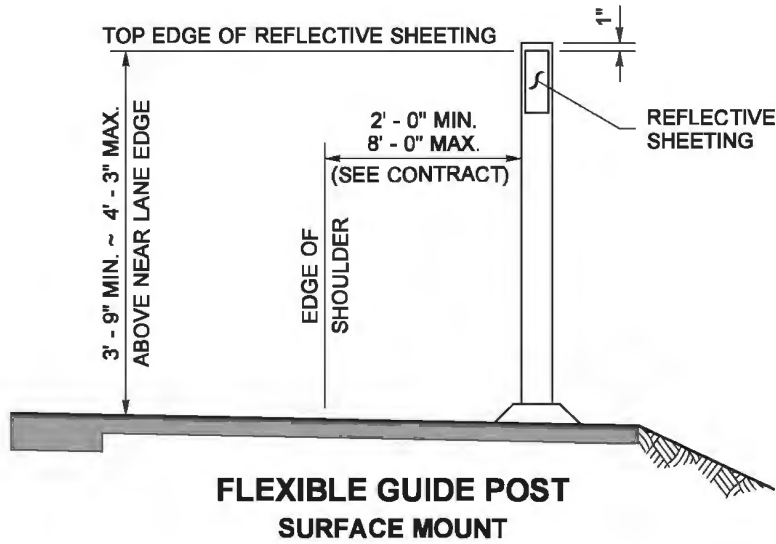
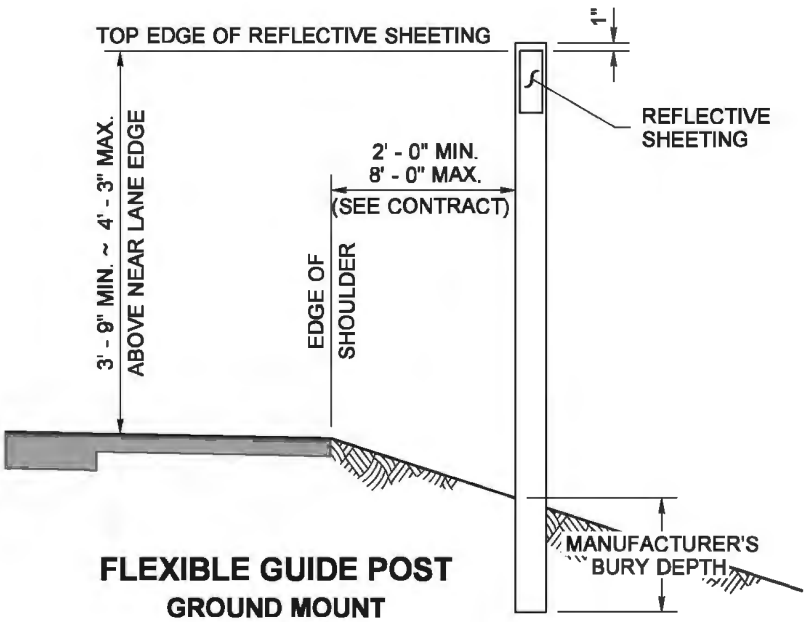


2020.08.27 09:46:51
-07'00'

**BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL
(ALL POSTED SPEEDS)
STANDARD PLAN C-22.40-08**

SHEET 1 OF 1 SHEET





NOTES

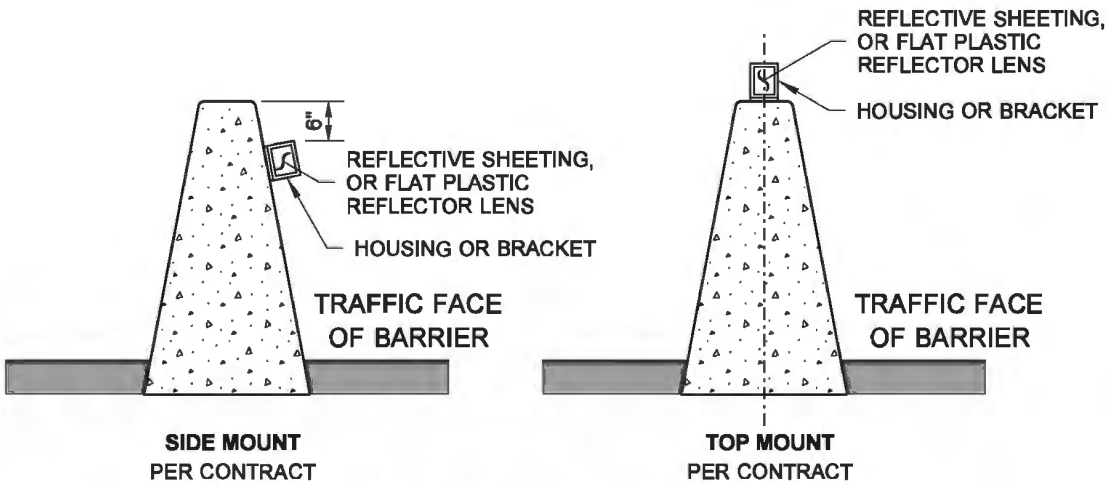
- When the Contract Plans requires a guide post with concurrent guardrail runs, the Contractor shall either:
 - Drive the flexible guide post in line with the guardrail posts, or
 - Mount the shorter flexible guide post onto the guardrail post.
- Guide posts shall be fastened to the wooden guardrail post using two 2" (in) x 3/8" (in) lag screws with washers, along centerline of post. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- Guide posts shall be fastened to the steel guardrail posts using two galvanized 2" (in) x 3/8" (in) bolts with a washer on both sides, a lock washer, and nut. The nut shall be tightened to properly compress the lock washer. The drilled holes in the guardrail post web shall be painted with galvanizing repair paint as described in **Standard Specification Section 8-11.3(1)B**. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- When concrete barrier runs concurrent, the Contractor shall mount Barrier Delineators where guide posts are required.

GUIDE POST TYPE DEFINITIONS ~ REFLECTIVE SHEETING APPLICATIONS					
TYPE W	TYPE WW		TYPE Y	TYPE YY	
FACING TRAFFIC	FACING TRAFFIC	BACK SIDE	FACING TRAFFIC	FACING TRAFFIC	BACK SIDE
3"	3"	3"	3"	3"	3"
8"	8"	4"	8"	8"	8"
WHITE	WHITE	WHITE	YELLOW	YELLOW	YELLOW

BARRIER DELINEATOR REQUIREMENTS

- Spacing of Barrier Delineators shall be as shown in the Plans.
- The housing or bracket can be flexible or rigid, molded from a durable plastic or other durable material approved by the Engineer, and shall be attached to the barrier with an adhesive recommended by the manufacturer. The attachment point on the barrier surface shall be free of dirt, curing compound, moisture, paint, or any other matter that would adversely affect the adhesive bond.
- Barrier Delineators shall be one-sided for single direction traffic, or two-sided for bi-directional traffic.
- Color shall be white on the right of traffic, and yellow on the left of traffic.
- The reflective surface shall be rectangular or trapezoidal.
- Reflective Sheetting: 12 square inches minimum surface area; Type III, IV, V, or VI, selected from approved materials listed in the Qualified Products List.
- Plastic Reflector: 9 square inches minimum surface area; acrylic or polycarbonate conforming to AASHTO M 290. Reflectors shall equal or exceed the following minimum values of Specific Intensity:

OBSERVATION ANGLE	ENTRANCE ANGLE	SPECIFIC INTENSITY (cd/ft-c)	
		WHITE	YELLOW
0.1°	0°	126	75
0.1°	20°	50	30



BARRIER DELINEATORS

(CONCRETE BARRIER TYPES AND LOCATIONS VARY, SINGLE SLOPE IN MEDIAN SHOWN)



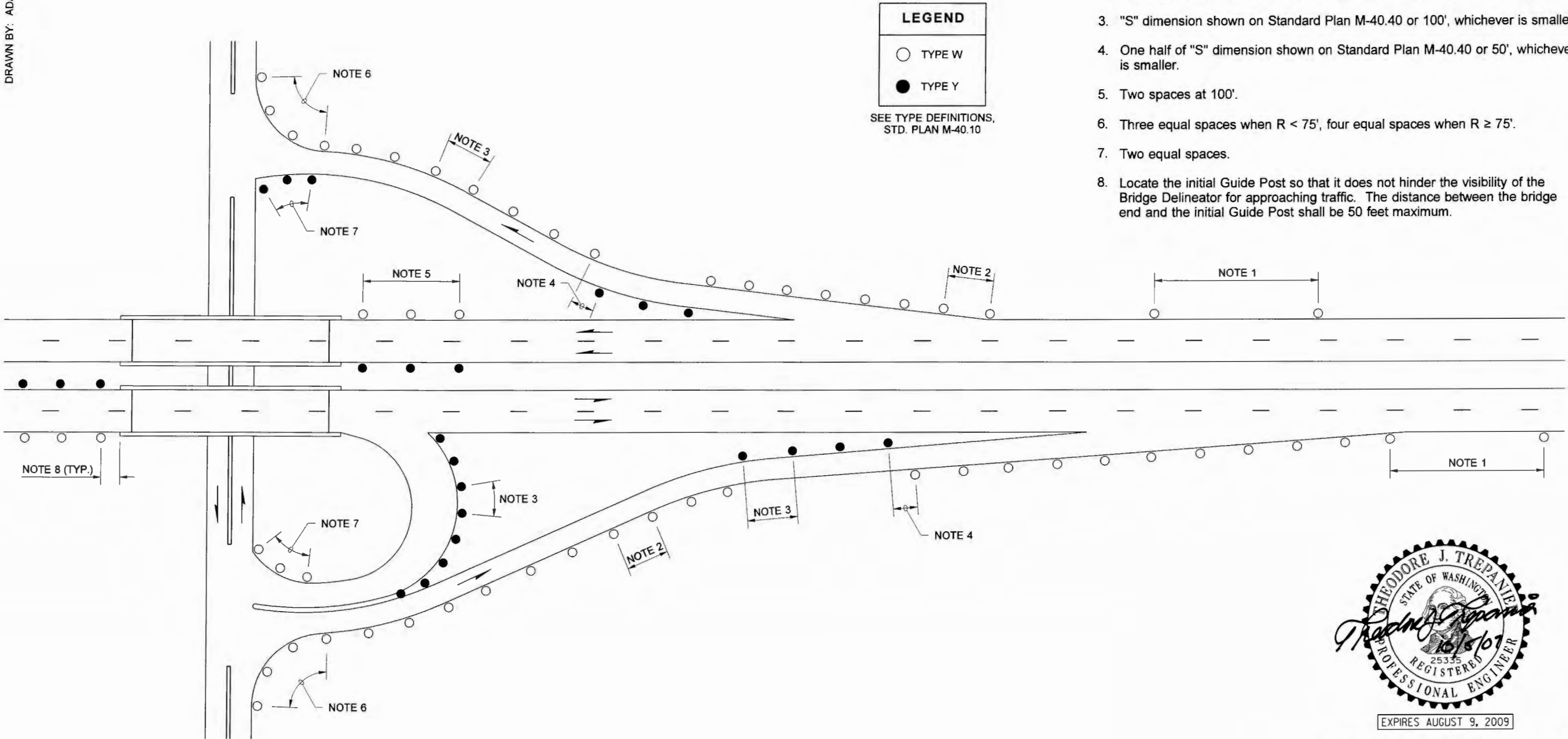
Walsh, Brian
Jun 24 2014 2:07 PM

GUIDE POSTS AND
BARRIER DELINEATORS
STANDARD PLAN M-40.10-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Bakotich, Pasco
Jun 24 2014 4:44 PM
STATE DESIGN ENGINEER
Washington State Department of Transportation

DRAWN BY: ADAM COCHRAN



NOTES

1. See Standard Plan M-40.10 for Guide Post details. See plans for guide post requirements between interchanges.
2. Guide posts shall be placed at 100' spacing on ramp tangents and tapers.
3. "S" dimension shown on Standard Plan M-40.40 or 100', whichever is smaller.
4. One half of "S" dimension shown on Standard Plan M-40.40 or 50', whichever is smaller.
5. Two spaces at 100'.
6. Three equal spaces when $R < 75'$, four equal spaces when $R \geq 75'$.
7. Two equal spaces.
8. Locate the initial Guide Post so that it does not hinder the visibility of the Bridge Delineator for approaching traffic. The distance between the bridge end and the initial Guide Post shall be 50 feet maximum.



EXPIRES AUGUST 9, 2009

GUIDE POST PLACEMENT
INTERCHANGES

STANDARD PLAN M-40.20-00

SHEET 1 OF 1 SHEET

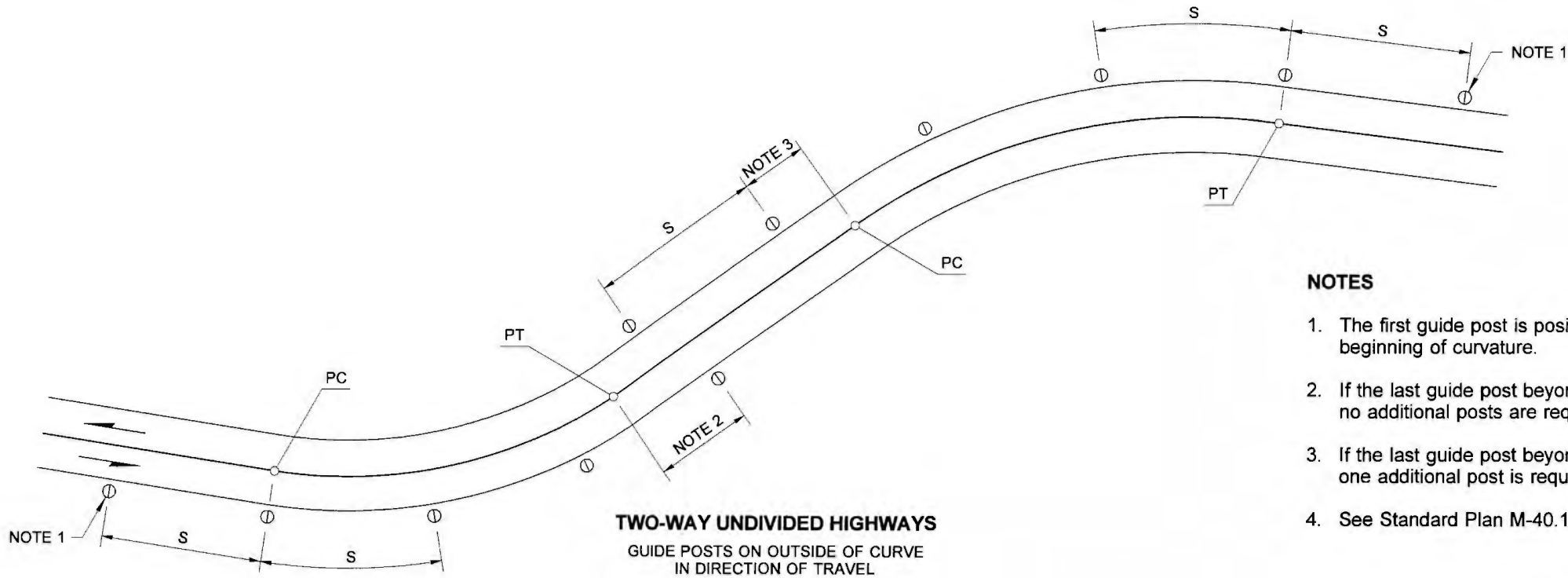
APPROVED FOR PUBLICATION

Paula B. [Signature] 10/15/07
STATE DESIGN ENGINEER DATE
Washington State Department of Transportation

DRAWN BY: MARK SUJKA

GUIDE POST SPACING (FEET)	
RADIUS	S
50	20
115	25
150	30
200	35
250	40
300	50
400	55
500	65
600	70
700	75
800	80
900	85
1,000	90
1,200	100
1,700	120
2,300	140
2,900	160
3,700	180
4,500	200
5,500	220
6,500	240
7,600	260
8,800	280
10,000	300
R>10,000	300

INTERPOLATE FROM THE
TABLE FOR RADII NOT SHOWN

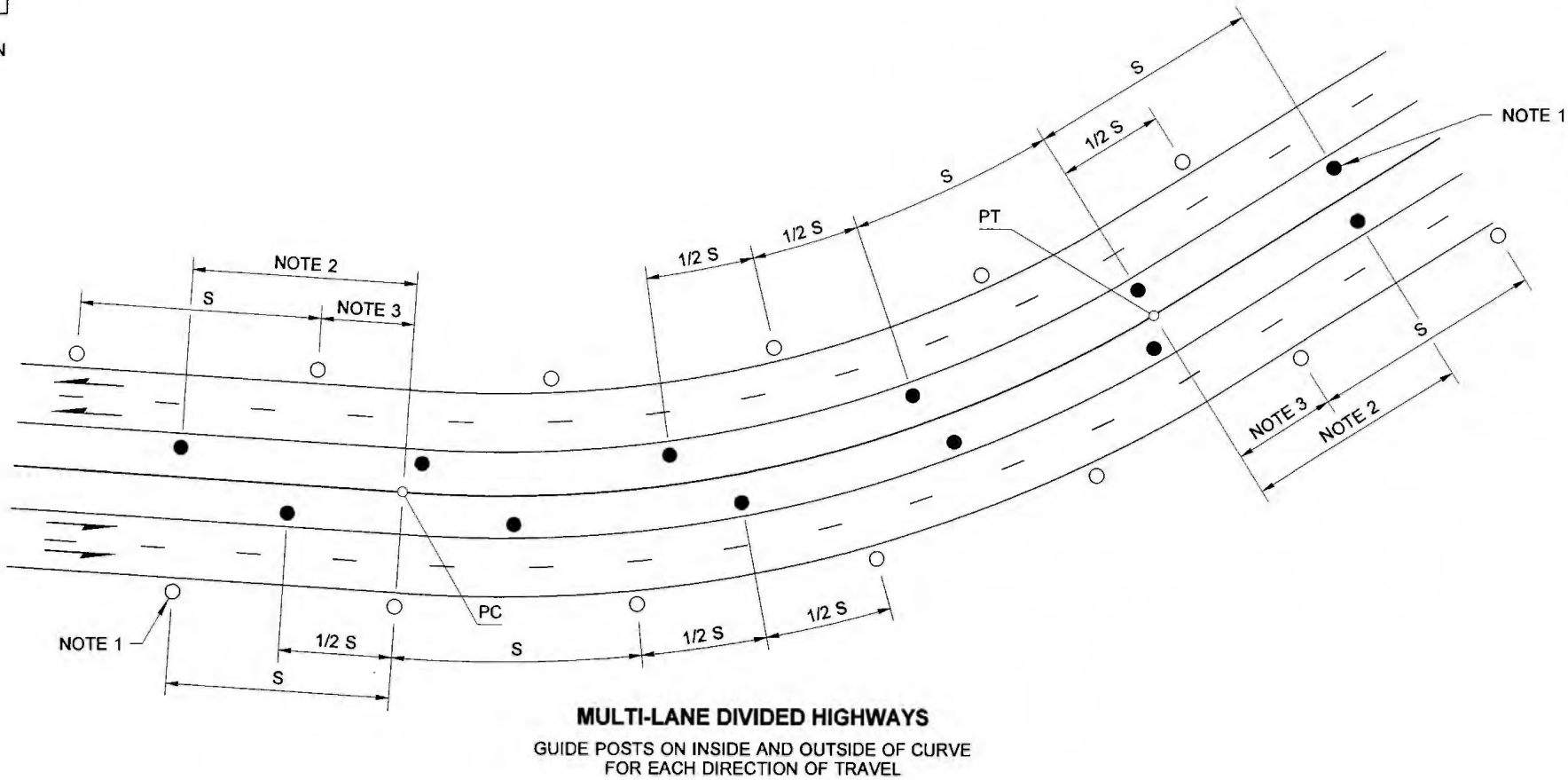


NOTES

1. The first guide post is positioned "S" distance from the beginning of curvature.
2. If the last guide post beyond the curve is 1/2 "S" or more, no additional posts are required.
3. If the last guide post beyond the curve is less than 1/2 "S", one additional post is required.
4. See Standard Plan M-40.10 for Guide Post details.

LEGEND	
○	TYPE W
⊙	TYPE WW
●	TYPE Y

SEE TYPE DEFINITIONS,
STD. PLAN M-40.10



EXPIRES AUGUST 9, 2009

**GUIDE POST PLACEMENT
HORIZONTAL CURVES
STANDARD PLAN M-40.40-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Paula B. [Signature] 9/20/07
STATE DESIGN ENGINEER DATE
Washington State Department of Transportation

APPENDIX B

**Federal Davis Bacon Wage Rates
Washington State Prevailing Wage Rates**

"General Decision Number: WA20210001 02/26/2021

Superseded General Decision Number: WA20200001

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 \$10.95 for calendar year 2021 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	02/12/2021
3	02/26/2021

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT,
LEWIS(Piledriver only), PACIFIC (South of a straight line made
by extending the north boundary line of Wahkiakum County west
to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHAKIAKUM
Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 37.64	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
DRYWALL.....	\$ 37.64	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIERS.....	\$ 38.71	16.83

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND
VANCOUVER, (NOTE: All dispatches for Washington State
Counties: Cowlitz, Wahkiakum and Pacific shall be from
Longview Local #1707 and mileage shall be computed from
that point.)

ZONE 1: Projects located within 30 miles of the respective
city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40
miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50
miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60
miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70
miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected
city of the above mentioned cities

CARP0030-004 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 46.92	18.02
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 48.42	18.02
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 47.17	18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

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

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

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

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

Zone Pay:

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

 CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian),
 COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of
 120th meridian), KITTITAS (East of 120th meridian), LINCOLN,
 OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE,
 STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th
 meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting,
 placing collars, setting, welding, or creosote treated
 material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
 101-150 feet \$3.00 per foot
 151-220 feet \$4.00 per foot
 221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
 26-300 feet \$1.00 per Foot

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

CARP0770-003 06/01/2020

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

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 48.42	18.02
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 47.17	18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

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

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

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

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

Zone Pay:

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

* ELEC0046-001 02/21/2021

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 66.90	3%+23.66
ELECTRICIAN.....	\$ 60.82	3%+23.66

* ELEC0048-003 01/01/2021

CLARK, KLINKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 50.35	25.48

HOURLY ZONE PAY:

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

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

Zone Pay:

Zone 1: 31-50 miles	\$1.50/hour
Zone 2: 51-70 miles	\$3.50/hour
Zone 3: 71-90 miles	\$5.50/hour
Zone 4: Beyond 90 miles	\$9.00/hour

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

ELEC0048-029 01/01/2021

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 50.35	25.48

 ELEC0073-001 07/01/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 37.65	19.68

ELEC0076-002 08/31/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 48.32	23.67

ELEC0112-005 06/01/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 50.45	22.27
ELECTRICIAN.....	\$ 48.05	22.12

ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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

ENGI0302-003 06/01/2020

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 48.41	22.47
Group 1AA.....	\$ 49.13	22.47
Group 1AAA.....	\$ 49.83	22.47
Group 1.....	\$ 47.70	22.47
Group 2.....	\$ 47.08	22.47
Group 3.....	\$ 46.55	22.47
Group 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, 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, Barber Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; 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 machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 ENGI0370-002 07/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.46	17.25
GROUP 2.....	\$ 28.78	17.25
GROUP 3.....	\$ 29.39	17.25
GROUP 4.....	\$ 29.55	17.25
GROUP 5.....	\$ 29.71	17.25
GROUP 6.....	\$ 29.99	17.25
GROUP 7.....	\$ 30.26	17.25
GROUP 8.....	\$ 31.36	17.25

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

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

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.50 over scale
 Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

 ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in
height, base to boom)

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft
of boom (including jib with attachments); Crane-overhead,
bridge type, 45 tons thru 99 tons; Derricks on building
work; Excavator, shovel, backhoes over 3 yards and under 6
yards; Hard tail end dump articulating off-road equipment
45 yards and over; Loader- overhead, 6 yards to, but not
including, 8 yards; Mucking machine, mole, tunnel, drill
and/or shield; Quad 9 HD 41, D-10; Remote control operator
on rubber tired earth moving equipment; Rollagon; Scrapers-
self-propelled 45 yards and over; Slipform pavers;
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-Overhead, bridge type, 20 tons through
44 tons; Chipper; Concrete pump-truck mount with boom
attachment; Crusher; Deck engineer/deck winches (power);
Drilling machine; Excavator, shovel, backhoe-3 yards and
under; Finishing machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Loaders, overhead under 6
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;
Mixers, asphalt plant; Motor patrol graders, finishing;
Piledriver (other than crane mount); Roto-mill, roto-
grinder; Screedman, spreader, topside operator-Blaw Knox,
Cedar Rapids, Jaeger, Caterpillar, Barber Green;
Scraper-self- propelled, hard tail end dump, articulating
off-road equipment- under 45 yards; Subgrader trimmer;
Tractors, backhoe over 75 hp; Transfer material service
machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane
oiler/driver-100 tons and over; Truck Mount Portable
Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in height, base to boom)

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plant and or Wet mix three (3) units or more;
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over;
Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib;
Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

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

Group 6

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

IRON0014-005 07/01/2020

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.59	30.10

IRON0029-002 07/01/2020

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

IRON0086-002 07/01/2020

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.59	30.10

IRON0086-004 07/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 43.95	31.00

LABO0238-004 06/01/2020

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on raises and shafts)

LABO0238-006 06/01/2019

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON,
CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT,
LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA,
WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 27.95	12.90

LABO0242-003 06/01/2020

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.35
GROUP 2A.....	\$ 31.82	12.35
GROUP 3.....	\$ 39.81	12.35
GROUP 4.....	\$ 40.77	12.35
GROUP 5.....	\$ 41.43	12.35
Group 6.....	\$ 41.43	12.35

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2020

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.44
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0292-008 06/01/2020

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.44
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE
MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY
WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 34.93	12.44
GROUP 2.....	\$ 35.65	12.44
GROUP 3.....	\$ 36.20	12.44
GROUP 4.....	\$ 36.66	12.44
GROUP 5.....	\$ 31.93	12.44
GROUP 6.....	\$ 29.01	12.44
GROUP 7.....	\$ 25.14	12.44

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LAB00335-019 06/01/2020

	Rates	Fringes
Hod Carrier.....	\$ 34.93	12.44

LABO0348-003 06/01/2020

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.68	12.44
GROUP 2.....	\$ 27.17	12.44
GROUP 3.....	\$ 29.74	12.44
GROUP 4.....	\$ 30.46	12.44
GROUP 5.....	\$ 30.99	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2020

STATEWIDE EXCEPT CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 31.90	17.23

PAIN0005-004 03/01/2009

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

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

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

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.87	13.40

PLAS0072-004 06/01/2020

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2020

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

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 45.80	18.54
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 46.30	18.54
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 46.30	18.54

PLAS0555-002 07/01/2019

CLARK, KICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

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

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

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

TEAM0690-004 01/01/2019

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

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

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

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

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

NOTE:

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 10/18/2021

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Skagit	Asbestos Abatement Workers	Journey Level	\$54.62	<u>5D</u>	<u>1H</u>		View
Skagit	Boilermakers	Journey Level	\$70.79	<u>5N</u>	<u>1C</u>		View
Skagit	Brick Mason	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
Skagit	Brick Mason	Pointer-Caulker-Cleaner	\$63.32	<u>7E</u>	<u>1N</u>		View
Skagit	Building Service Employees	Janitor	\$13.69		<u>1</u>		View
Skagit	Building Service Employees	Shampooer	\$13.69		<u>1</u>		View
Skagit	Building Service Employees	Waxer	\$13.69		<u>1</u>		View
Skagit	Building Service Employees	Window Cleaner	\$13.69		<u>1</u>		View
Skagit	Cabinet Makers (In Shop)	Journey Level	\$18.85		<u>1</u>		View
Skagit	Carpenters	Acoustical Worker	\$64.94	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Bridge, Dock And Wharf Carpenters	\$64.94	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Carpenter	\$64.94	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Carpenters on Stationary Tools	\$65.07	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Creosoted Material	\$65.07	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Floor Finisher	\$64.94	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Floor Layer	\$64.94	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Scaffold Erector	\$64.94	<u>7A</u>	<u>4C</u>		View
Skagit	Cement Masons	Application of all Composition Mastic	\$67.41	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Epoxy Material	\$66.91	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Plastic Material	\$67.41	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Sealing Compound	\$66.91	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Underlayment	\$67.41	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Building General	\$66.91	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Composition or Kalman Floors	\$67.41	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Concrete Paving	\$66.91	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Curb & Gutter Machine	\$67.41	<u>7A</u>	<u>4U</u>		View

Skagit	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	7A	4U		View
Skagit	Cement Masons	Curing Concrete	\$66.91	7A	4U		View
Skagit	Cement Masons	Finish Colored Concrete	\$67.41	7A	4U		View
Skagit	Cement Masons	Floor Grinding	\$67.41	7A	4U		View
Skagit	Cement Masons	Floor Grinding/Polisher	\$66.91	7A	4U		View
Skagit	Cement Masons	Green Concrete Saw, self-powered	\$67.41	7A	4U		View
Skagit	Cement Masons	Grouting of all Plates	\$66.91	7A	4U		View
Skagit	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	7A	4U		View
Skagit	Cement Masons	Guniting Nozzleman	\$67.41	7A	4U		View
Skagit	Cement Masons	Hand Powered Grinder	\$67.41	7A	4U		View
Skagit	Cement Masons	Journey Level	\$66.91	7A	4U		View
Skagit	Cement Masons	Patching Concrete	\$66.91	7A	4U		View
Skagit	Cement Masons	Pneumatic Power Tools	\$67.41	7A	4U		View
Skagit	Cement Masons	Power Chipping & Brushing	\$67.41	7A	4U		View
Skagit	Cement Masons	Sand Blasting Architectural Finish	\$67.41	7A	4U		View
Skagit	Cement Masons	Screed & Rodding Machine	\$67.41	7A	4U		View
Skagit	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	7A	4U		View
Skagit	Cement Masons	Troweling Machine Operator	\$67.41	7A	4U		View
Skagit	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	7A	4U		View
Skagit	Cement Masons	Tunnel Workers	\$67.41	7A	4U		View
Skagit	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$118.80	7A	4C		View
Skagit	Divers & Tenders	Dive Supervisor/Master	\$81.98	7A	4C		View
Skagit	Divers & Tenders	Diver	\$118.80	7A	4C	8V	View
Skagit	Divers & Tenders	Diver On Standby	\$76.98	7A	4C		View
Skagit	Divers & Tenders	Diver Tender	\$69.91	7A	4C		View
Skagit	Divers & Tenders	Manifold Operator	\$69.91	7A	4C		View
Skagit	Divers & Tenders	Manifold Operator Mixed Gas	\$74.91	7A	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$69.91	7A	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Tender	\$65.19	7A	4C		View
Skagit	Dredge Workers	Assistant Engineer	\$73.62	5D	3F		View
Skagit	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	5D	3F		View
Skagit	Dredge Workers	Boatmen	\$73.62	5D	3F		View
Skagit	Dredge Workers	Engineer Welder	\$75.03	5D	3F		View
Skagit	Dredge Workers	Leverman, Hydraulic	\$76.53	5D	3F		View
Skagit	Dredge Workers	Mates	\$73.62	5D	3F		View
Skagit	Dredge Workers	Oiler	\$73.05	5D	3F		View
Skagit	Drywall Applicator	Journey Level	\$67.54	5D	1H		View
Skagit	Drywall Tapers	Journey Level	\$67.91	5P	1E		View
Skagit	Electrical Fixture Maintenance Workers	Journey Level	\$21.48		1		View
Skagit	Electricians - Inside	Cable Splicer	\$83.25	7H	1E		View

Skagit	Electricians - Inside	Construction Stock Person	\$40.04	7H	1D		View
Skagit	Electricians - Inside	Journey Level	\$77.98	7H	1E		View
Skagit	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Skagit	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Skagit	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
Skagit	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
Skagit	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
Skagit	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
Skagit	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
Skagit	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
Skagit	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
Skagit	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
Skagit	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
Skagit	Electronic Technicians	Electronic Technicians Journey Level	\$47.28	5B	1B		View
Skagit	Elevator Constructors	Mechanic	\$100.51	7D	4A		View
Skagit	Elevator Constructors	Mechanic In Charge	\$108.53	7D	4A		View
Skagit	Fabricated Precast Concrete Products	Journey Level	\$13.69		1		View
Skagit	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.69		1		View
Skagit	Fence Erectors	Fence Erector	\$46.29	7A	4V	8Y	View
Skagit	Fence Erectors	Fence Laborer	\$46.29	7A	4V	8Y	View
Skagit	Flaggers	Journey Level	\$46.29	7A	4V	8Y	View
Skagit	Glaziers	Journey Level	\$72.41	7L	1Y		View
Skagit	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$82.02	15H	11C		View
Skagit	Heating Equipment Mechanics	Mechanic	\$85.05	7F	1E		View
Skagit	Hod Carriers & Mason Tenders	Journey Level	\$46.42	7A	4V	8Y	View
Skagit	Industrial Power Vacuum Cleaner	Journey Level	\$13.69		1		View
Skagit	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Skagit	Inland Boatmen	Cook	\$56.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Skagit	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Skagit	Inland Boatmen	Mate	\$57.31	5B	1K		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.69		1		View
Skagit	Inspection/Cleaning/Sealing Of	Grout Truck Operator	\$13.69		1		View

	Sewer & Water Systems By Remote Control					
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.69		<u>1</u>	View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.69		<u>1</u>	View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.69		<u>1</u>	View
Skagit	Insulation Applicators	Journey Level	\$64.94	<u>7A</u>	<u>4C</u>	View
Skagit	Ironworkers	Journeyman	\$78.53	<u>7N</u>	<u>10</u>	View
Skagit	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Airtrac Drill Operator	\$56.31	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Ballast Regular Machine	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Batch Weighman	\$46.29	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Brick Pavers	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Brush Cutter	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Brush Hog Feeder	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Burner	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Caisson Worker	\$56.31	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Carpenter Tender	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Cement Dumper-paving	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Cement Finisher Tender	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Change House Or Dry Shack	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Choker Setter	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Chuck Tender	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Clary Power Spreader	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Clean-up Laborer	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Concrete Dumper/Chute Operator	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Concrete Form Stripper	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Concrete Placement Crew	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Concrete Saw Operator/Core Driller	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Crusher Feeder	\$46.29	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Curing Laborer	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Ditch Digger	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Diver	\$56.31	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Dry Stack Walls	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View
Skagit	Laborers	Dump Person	\$54.62	<u>7A</u>	<u>4V</u>	<u>8Y</u> View

Skagit	Laborers	Epoxy Technician	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Erosion Control Worker	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Faller & Bucker Chain Saw	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Fine Graders	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Firewatch	\$46.29	7A	4V	8Y	View
Skagit	Laborers	Form Setter	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Gabian Basket Builders	\$54.62	7A	4V	8Y	View
Skagit	Laborers	General Laborer	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Grade Checker & Transit Person	\$46.42	7A	4V	8Y	View
Skagit	Laborers	Grinders	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Grout Machine Tender	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Guardrail Erector	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level A)	\$56.31	7A	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level B)	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level C)	\$54.62	7A	4V	8Y	View
Skagit	Laborers	High Scaler	\$56.31	7A	4V	8Y	View
Skagit	Laborers	Jackhammer	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Laserbeam Operator	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Maintenance Person	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Manhole Builder-Mudman	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Material Yard Person	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Motorman-Dinky Locomotive	\$55.62	7A	4V	8Y	View
Skagit	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$46.42	7A	4V	8Y	View
Skagit	Laborers	Pavement Breaker	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Pilot Car	\$46.29	7A	4V	8Y	View
Skagit	Laborers	Pipe Layer (Lead)	\$46.42	7A	4V	8Y	View
Skagit	Laborers	Pipe Layer/Tailor	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Pipe Pot Tender	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Pipe Reliner	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Pipe Wrapper	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Pot Tender	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Powderman	\$56.31	7A	4V	8Y	View
Skagit	Laborers	Powderman's Helper	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Power Jacks	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Railroad Spike Puller - Power	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Raker - Asphalt	\$46.42	7A	4V	8Y	View
Skagit	Laborers	Re-timberman	\$56.31	7A	4V	8Y	View
Skagit	Laborers	Remote Equipment Operator	\$55.62	7A	4V	8Y	View

Skagit	Laborers	Rigger/Signal Person	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Rip Rap Person	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Rivet Buster	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Rodder	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Scaffold Erector	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Scale Person	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Sloper (Over 20")	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Sloper Sprayer	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Spreader (Concrete)	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Stake Hopper	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Stock Piler	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Swinging Stage/Boatswain Chair	\$46.29	7A	4V	8Y	View
Skagit	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Toolroom Person (at Jobsite)	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Topper	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Track Laborer	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Track Liner (Power)	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Traffic Control Laborer	\$49.50	7A	4V	9C	View
Skagit	Laborers	Traffic Control Supervisor	\$52.45	7A	4V	9C	View
Skagit	Laborers	Truck Spotter	\$54.62	7A	4V	8Y	View
Skagit	Laborers	Tugger Operator	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	7A	4V	8Y	View
Skagit	Laborers	Tunnel Work-Miner	\$57.41	7A	4V	8Y	View
Skagit	Laborers	Vibrator	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Vinyl Seamer	\$54.62	7A	4V	8Y	View

Skagit	Laborers	Watchman	\$42.08	7A	4V	8Y	View
Skagit	Laborers	Welder	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Well Point Laborer	\$55.62	7A	4V	8Y	View
Skagit	Laborers	Window Washer/Cleaner	\$42.08	7A	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	7A	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	7A	4V	8Y	View
Skagit	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	7A	4V	8Y	View
Skagit	Landscape Construction	Landscape Operator	\$72.28	7A	3K	8X	View
Skagit	Landscape Maintenance	Groundskeeper	\$14.18		1		View
Skagit	Lathers	Journey Level	\$67.54	5D	1H		View
Skagit	Marble Setters	Journey Level	\$63.32	7E	1N		View
Skagit	Metal Fabrication (In Shop)	Fitter	\$15.16		1		View
Skagit	Metal Fabrication (In Shop)	Laborer	\$13.69		1		View
Skagit	Metal Fabrication (In Shop)	Machine Operator	\$13.69		1		View
Skagit	Metal Fabrication (In Shop)	Painter	\$13.69		1		View
Skagit	Metal Fabrication (In Shop)	Welder	\$15.16		1		View
Skagit	Millwright	Journey Level	\$66.44	7A	4C		View
Skagit	Modular Buildings	Journey Level	\$13.69		1		View
Skagit	Painters	Journey Level	\$47.70	6Z	2B		View
Skagit	Pile Driver	Crew Tender	\$69.91	7A	4C		View
Skagit	Pile Driver	Crew Tender/Technician	\$69.91	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$80.76	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$85.76	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$89.76	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$94.76	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$97.26	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$102.26	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$104.26	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$106.26	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 -	\$108.26	7A	4C		View

		74.00 PSI					
Skagit	Pile Driver	Journey Level	\$65.19	7A	4C		View
Skagit	Plasterers	Journey Level	\$64.14	7Q	1R		View
Skagit	Plasterers	Nozzleman	\$67.64	7Q	1R		View
Skagit	Playground & Park Equipment Installers	Journey Level	\$13.69		1		View
Skagit	Plumbers & Pipefitters	Journey Level	\$80.97	5A	1G		View
Skagit	Power Equipment Operators	Asphalt Plant Operators	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Assistant Engineer	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Barrier Machine (zipper)	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Batch Plant Operator: concrete	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Bobcat	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Brooms	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Bump Cutter	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Cableways	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Chipper	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Compressor	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Conveyors	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes friction: 200 tons and over	\$75.72	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: Friction cranes through	\$74.99	7A	3K	8X	View

		199 tons					
Skagit	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Crusher	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Derricks, On Building Work	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Dozers D-9 & Under	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Drilling Machine	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Gradechecker/Stakeman	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Guardrail Punch	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Locator	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Operator	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Loaders, Plant Feed	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Loaders: Elevating Type Belt	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Locomotives, All	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Material Transfer Device	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators	Motor Patrol Graders	\$73.49	7A	3K	8X	View

Skagit	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Pavement Breaker	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Posthole Digger, Mechanical	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Power Plant	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Pumps - Water	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Rigger and Bellman	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Rollagon	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Roller, Other Than Plant Mix	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Roto-mill, Roto-grinder	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Saws - Concrete	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Scrapers - Concrete & Carry All	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Service Engineers - Equipment	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Shotcrete/Gunite Equipment	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84	7A	3K	8X	View

Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99	7A	3K	8X	View
Skagit	Power Equipment Operators	Slipform Pavers	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Spreader, Topsider & Screedman	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Subgrader Trimmer	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Bucket Elevators	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$74.99	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$75.72	7A	3K	8X	View
Skagit	Power Equipment Operators	Transporters, All Track Or Truck Type	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Trenching Machines	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators	Truck Mount Portable Conveyor	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators	Welder	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators	Wheel Tractors, Farmall Type	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators	Yo Yo Pay Dozer	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brooms	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cableways	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Chipper	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Compressor	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or	\$72.28	7A	3K	8X	View

	Underground Sewer & Water	Trailer High Pressure Line Pump, Pump High Pressure					
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes friction: 200 tons and over	\$75.72	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$74.99	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$75.72	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$74.99	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Crusher	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Deck Engineer /Deck Winches (power)	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-	Forklifts: Under 3000 Lbs. With	\$69.12	7A	3K	8X	View

	Underground Sewer & Water	Attachments					
Skagit	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$73.49	7A	3K	8X	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90	\$74.22	7A	3K	8X	View

		Metric Tons					
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$74.99	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$74.22	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$74.99	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$75.72	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$72.28	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$72.84	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Welder	\$73.49	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$69.12	7A	3K	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$72.84	7A	3K	8X	View
Skagit	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	5A	4A		View
Skagit	Refrigeration & Air Conditioning Mechanics	Journey Level	\$80.96	5A	1G		View
Skagit	Residential Brick Mason	Journey Level	\$32.30		1		View
Skagit	Residential Carpenters	Journey Level	\$32.48		1		View
Skagit	Residential Cement Masons	Journey Level	\$20.67		1		View
Skagit	Residential Drywall Applicators	Journey Level	\$48.17	7A	4C		View
Skagit	Residential Drywall Tapers	Journey Level	\$34.10		1		View
Skagit	Residential Electricians	Journey Level	\$42.61	7F	1D		View
Skagit	Residential Glaziers	Journey Level	\$47.80	7L	1H		View

Skagit	Residential Insulation Applicators	Journey Level	\$23.91		1	View
Skagit	Residential Laborers	Journey Level	\$23.64		1	View
Skagit	Residential Marble Setters	Journey Level	\$32.30		1	View
Skagit	Residential Painters	Journey Level	\$24.50		1	View
Skagit	Residential Plumbers & Pipefitters	Journey Level	\$80.97	5A	1G	View
Skagit	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$46.96	5A	1G	View
Skagit	Residential Sheet Metal Workers	Journey Level	\$24.60		1	View
Skagit	Residential Soft Floor Layers	Journey Level	\$30.31		1	View
Skagit	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$32.87		1	View
Skagit	Residential Stone Masons	Journey Level	\$32.30		1	View
Skagit	Residential Terrazzo Workers	Journey Level	\$32.30		1	View
Skagit	Residential Terrazzo/Tile Finishers	Journey Level	\$35.85		1	View
Skagit	Residential Tile Setters	Journey Level	\$32.30		1	View
Skagit	Roofers	Journey Level	\$57.30	5A	3H	View
Skagit	Roofers	Using Irritable Bituminous Materials	\$60.30	5A	3H	View
Skagit	Sheet Metal Workers	Journey Level (Field or Shop)	\$85.05	7F	1E	View
Skagit	Shipbuilding & Ship Repair	New Construction Boilermaker	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Carpenter	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Crane Operator	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Electrician	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$82.02	15H	11C	View
Skagit	Shipbuilding & Ship Repair	New Construction Laborer	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Machinist	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Painter	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Pipefitter	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Rigger	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Shipfitter	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$39.58	7V	1	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$47.45	7X	4J	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$47.35	7X	4J	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Electrician	\$47.42	7X	4J	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$82.02	15H	11C	View

Skagit	Shipbuilding & Ship Repair	Ship Repair Laborer	\$47.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Machinist	\$47.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Painter	\$47.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$47.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Rigger	\$47.45	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$47.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$47.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K		View
Skagit	Sign Makers & Installers (Electrical)	Journey Level	\$16.03		1		View
Skagit	Sign Makers & Installers (Non-Electrical)	Journey Level	\$13.69		1		View
Skagit	Soft Floor Layers	Journey Level	\$51.91	5A	3J		View
Skagit	Solar Controls For Windows	Journey Level	\$13.69		1		View
Skagit	Sprinkler Fitters (Fire Protection)	Journey Level	\$87.99	5C	1X		View
Skagit	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.69		1		View
Skagit	Stone Masons	Journey Level	\$63.32	7E	1N		View
Skagit	Street And Parking Lot Sweeper Workers	Journey Level	\$15.00		1		View
Skagit	Surveyors	Assistant Construction Site Surveyor	\$72.28	7A	3K	8X	View
Skagit	Surveyors	Chainman	\$69.12	7A	3K	8X	View
Skagit	Surveyors	Construction Site Surveyor	\$73.49	7A	3K	8X	View
Skagit	Telecommunication Technicians	Telecom Technician Journey Level	\$47.28	5B	1B		View
Skagit	Telephone Line Construction - Outside	Cable Splicer	\$38.27	5A	2B		View
Skagit	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	5A	2B		View
Skagit	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	5A	2B		View
Skagit	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	5A	2B		View
Skagit	Terrazzo Workers	Journey Level	\$57.71	7E	1N		View
Skagit	Tile Setters	Journey Level	\$57.71	7E	1N		View
Skagit	Tile, Marble & Terrazzo Finishers	Finisher	\$48.54	7E	1N		View
Skagit	Traffic Control Stripers	Journey Level	\$50.51	7A	1K		View
Skagit	Truck Drivers	Asphalt Mix Over 16 Yards	\$63.80	5D	4Y	8L	View
Skagit	Truck Drivers	Asphalt Mix To 16 Yards	\$62.96	5D	4Y	8L	View
Skagit	Truck Drivers	Dump Truck	\$62.96	5D	4Y	8L	View
Skagit	Truck Drivers	Dump Truck & Trailer	\$63.80	5D	4Y	8L	View
Skagit	Truck Drivers	Other Trucks	\$63.80	5D	4Y	8L	View
Skagit	Truck Drivers - Ready Mix	Transit Mix	\$63.80	5D	4Y	8L	View
Skagit	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$13.69		1		View

Skagit	Well Drillers & Irrigation Pump Installers	Oiler	\$13.69		<u>1</u>		View
Skagit	Well Drillers & Irrigation Pump Installers	Well Driller	\$13.69		<u>1</u>		View

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.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Benefit Code Key – Effective 9/1/2021 thru 3/2/2022

- D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Holiday Codes

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

Holiday Codes Continued

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

Holiday Codes Continued

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 9/1/2021 thru 3/2/2022

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

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

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

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

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

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

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

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

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

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

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

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

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

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

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

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

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

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

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

**WSDOT's
Predetermined List for
Suppliers - Manufacturers - Fabricators**

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

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

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

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

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

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

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

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

See RCW [39.12.010](#)

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

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

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

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 **(Install/Upgrade Guardrail with Reflectors Project #ES07000-12; Federal Aid #HSIP-000S(578)** 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 2021 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 _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Peter Browning, Commissioner

Attest:

Ron Wesen, 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 _____ day
of _____ A.D., 2021, the said Principal, herein, executed a certain
contract with the County of Skagit by the terms, 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 _____

Install/Upgrade Guardrail with Reflectors Project #ES07000-12;
Federal Aid #HSIP-000S(578)

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 _____, 2021.

(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
BONNIE HALEY
Skagit County Risk Manager

BY: _____

Approving Authority

DATE: _____, 2021

SURETY BOND NUMBER

CONTRACT NUMBER

APPENDIX D

Proposal Forms-Informational Only

Proposal for Bidding Purposes

For the Construction of:

**INSTALL/UPGRADE GUARDRAIL
WITH REFLECTORS
#ES07000-12**

Federal Aid #NSR-000S(578)

SKAGIT COUNTY PUBLIC WORKS



**SKAGIT COUNTY
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273**

PROPOSAL

**INSTALL/UPGRADE GUARDRAIL WITH REFLECTORS
#ES07000-12**

All bid envelopes must be plainly marked on the outside, **"Sealed Bid, Install/Upgrade Guardrail with Reflectors #ES07000-12"**

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 **Monday, October 18, 2021**. The bids will be publicly opened and read after **2:30 p.m.** on this date.

Bid Advertisement: Skagit Valley Herald – September 23rd, 30th, and October 7, 2021
Daily Journal of Commerce – September 23rd, 30th, and October 7, 2021

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**

PROPOSAL

BOARD OF SKAGIT COUNTY COMMISSIONERS MOUNT VERNON, WASHINGTON 98273

Attention:

This certifies that the undersigned has examined the locations of:

INSTALL/UPGRADE GUARDRAIL WITH REFLECTORS #ES07000-12

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 prices:

Note: for work performed on this project the contractor should refer to Section 1-07.2(1) of the contract provisions and Department of Revenue Rule #171.

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

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
Schedule A: South Skagit Highway (MP 11.66 to MP 12.13)						
A-1	UNEXPECTED SITE CHANGES	1-04.4(1)	EST	DOL	\$_____1.00	\$_____2,500.00
A-2	SPCC PLAN	1-07.15(1)	1.00	LS	\$_____.	\$_____.
A-3	MOBILIZATION	1-09.7	1.00	LS	\$_____.	\$_____.
A-4	FLAGGERS	1-10.5	160	HR	\$_____.	\$_____.
A-5	TRAFFIC CONTROL SUPERVISOR	1-10.5	1.00	LS	\$_____.	\$_____.

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
A-6	PROJECT TEMPORARY TRAFFIC CONTROL	1-10.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
A-7	CONSTRUCTION SIGNS CLASS A	1-10.5	57	SF	\$ _____ . ____	\$ _____ . ____
A-8	TRIMMING AND CLEANUP	2-11.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
A-9	SHOULDER BALLAST	4-04.5	34	TON	\$ _____ . ____	\$ _____ . ____
A-10	FLEXIBLE GUIDE POST	8-10.5	24	EA	\$ _____ . ____	\$ _____ . ____
A-11	BEAM GUARDRAIL TYPE 31 – 6 FT LONG POST	8-11.5	1,193	LF	\$ _____ . ____	\$ _____ . ____
A-12	BEAM GUARDRAIL TYPE 31 – 8 FT LONG POST	8-11.5	475	LF	\$ _____ . ____	\$ _____ . ____
A-13	BEAM GUARDRAIL TYPE 31 – 9 FT LONG POST	8-11.5	623	LF	\$ _____ . ____	\$ _____ . ____
A-14	BEAM GUARDRAIL TYPE 31 – 11 FT LONG POST	8-11.5	75	LF	\$ _____ . ____	\$ _____ . ____
A-15	BEAM GUARDRAIL TYPE 31 NON-FLARE TERMINAL	8-11.5	2.00	EA	\$ _____ . ____	\$ _____ . ____
A-16	REMOVING GUARDRAIL	8-11.5	2,366	LF	\$ _____ . ____	\$ _____ . ____
A-17	REMOVING GUARDRAIL ANCHOR	8-11.5	2.00	EA	\$ _____ . ____	\$ _____ . ____
Subtotal Schedule A						\$ _____ . ____

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
Schedule B: South Skagit Highway (MP 17.21 to MP 17.56)						
B-1	UNEXPECTED SITE CHANGES	1-04.4(1)	EST	DOL	\$ _____ 1.00	\$ _____ 2,500.00
B-2	SPCC PLAN	1-07.15(1)	1.00	LS	\$ _____ . ____	\$ _____ . ____
B-3	MOBILIZATION	1-09.7	1.00	LS	\$ _____ . ____	\$ _____ . ____
B-4	FLAGGERS	1-10.5	128	HR	\$ _____ . ____	\$ _____ . ____
B-5	TRAFFIC CONTROL SUPERVISOR	1-10.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
B-6	PROJECT TEMPORARY TRAFFIC CONTROL	1-10.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
B-7	CONSTRUCTION SIGNS CLASS A	1-10.5	41	SF	\$ _____ . ____	\$ _____ . ____
B-8	ROADSIDE CLEANUP	2-11.3(4)	EST	DOL	\$ _____ 1.00	\$ _____ 5,000.00
B-9	TRIMMING AND CLEANUP	2-11.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
B-10	SHOULDER BALLAST	4-04.5	26	TON	\$ _____ . ____	\$ _____ . ____
B-11	FLEXIBLE GUIDE POST	8-10.5	18	EA	\$ _____ . ____	\$ _____ . ____
B-12	BEAM GUARDRAIL TYPE 31 – 6 FT LONG POST	8-11.5	187	LF	\$ _____ . ____	\$ _____ . ____

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
B-13	BEAM GUARDRAIL TYPE 31 – 8 FT LONG POST	8-11.5	1,229	LF	\$ _____ . ____	\$ _____ . ____
B-14	BEAM GUARDRAIL TYPE 31 – 9 FT LONG POST	8-11.5	284	LF	\$ _____ . ____	\$ _____ . ____
B-15	BEAM GUARDRAIL TYPE 31 – 11 FT LONG POST	8-11.5	41	LF	\$ _____ . ____	\$ _____ . ____
B-16	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	8-11.5	2.00	EA	\$ _____ . ____	\$ _____ . ____
B-17	REMOVING GUARDRAIL	8-11.5	1,741	LF	\$ _____ . ____	\$ _____ . ____
B-18	REMOVING GUARDRAIL ANCHOR	8-11.5	2.00	EA	\$ _____ . ____	\$ _____ . ____
Subtotal Schedule B						\$ _____ . ____
Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
Schedule C: Concrete Sauk Valley Road (MP 1.21 to MP 1.66)						
C-1	UNEXPECTED SITE CHANGES	1-04.4(1)	EST	DOL	\$ _____ 1.00	\$ <u>2,500.00</u>
C-2	SPCC PLAN	1-07.15(1)	1.00	LS	\$ _____ . ____	\$ _____ . ____
C-3	MOBILIZATION	1-09.7	1.00	LS	\$ _____ . ____	\$ _____ . ____
C-4	FLAGGERS	1-10.5	176	HR	\$ _____ . ____	\$ _____ . ____

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
C-5	TRAFFIC CONTROL SUPERVISOR	1-10.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
C-6	PROJECT TEMPORARY TRAFFIC CONTROL	1-10.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
C-7	CONSTRUCTION SIGNS CLASS A	1-10.5	41	SF	\$ _____ . ____	\$ _____ . ____
C-8	TRIMMING AND CLEANUP	2-11.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
C-9	SHOULDER BALLAST	4-04.5	33	TON	\$ _____ . ____	\$ _____ . ____
C-10	FLEXIBLE GUIDE POST	8-10.5	24	EA	\$ _____ . ____	\$ _____ . ____
C-11	BEAM GUARDRAIL TYPE 31 – 6 FT LONG POST	8-11.5	875	LF	\$ _____ . ____	\$ _____ . ____
C-12	BEAM GUARDRAIL TYPE 31 – 8 FT LONG POST	8-11.5	1,475	LF	\$ _____ . ____	\$ _____ . ____
C-13	BEAM GUARDRAIL TYPE 31 – BURIED END TERMINAL TYPE 2	8-11.5	129	LF	\$ _____ . ____	\$ _____ . ____
C-14	BEAM GUARDRAIL TYPE 31 – NON-FLARED TERMINAL	8-11.5	2.00	EA	\$ _____ . ____	\$ _____ . ____
C-15	REMOVING GUARDRAIL	8-11.5	2,354	LF	\$ _____ . ____	\$ _____ . ____
C-16	REMOVING GUARDRAIL ANCHOR	8-11.5	4.00	EA	\$ _____ . ____	\$ _____ . ____
Subtotal Schedule C						\$ _____ . ____

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
Schedule D: Concrete Sauk Valley Road (MP 4.39 to MP 4.50)						
D-1	UNEXPECTED SITE CHANGES	1-04.4(1)	EST	DOL	\$ _____ 1.00	\$ _____ 2,500.00
D-2	SPCC PLAN	1-07.15(1)	1.00	LS	\$ _____ . ____	\$ _____ . ____
D-3	MOBILIZATION	1-09.7	1.00	LS	\$ _____ . ____	\$ _____ . ____
D-4	FLAGGERS	1-10.5	96	HR	\$ _____ . ____	\$ _____ . ____
D-5	TRAFFIC CONTROL SUPERVISOR	1-10.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
D-6	PROJECT TEMPORARY TRAFFIC CONTROL	1-10.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
D-7	CONSTRUCTION SIGNS CLASS A	1-10.5	41	SF	\$ _____ . ____	\$ _____ . ____
D-8	TRIMMING AND CLEANUP	2-11.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
D-9	SHOULDER BALLAST	4-04.5	8.00	TON	\$ _____ . ____	\$ _____ . ____
D-10	FLEXIBLE GUIDE POST	8-10.5	5.00	EA	\$ _____ . ____	\$ _____ . ____
D-11	BEAM GUARDRAIL TYPE 31 – 6 FT LONG POST	8-11.5	40	LF	\$ _____ . ____	\$ _____ . ____
D-12	BEAM GUARDRAIL TYPE 31 – 8 FT LONG POST	8-11.5	395	LF	\$ _____ . ____	\$ _____ . ____

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
D-13	BEAM GUARDRAIL TYPE 31 – BURIED END TERMINAL TYPE 2	8-11.5	115	LF	\$ _____ . ____	\$ _____ . ____
D-14	REMOVING GUARDRAIL	8-11.5	475	LF	\$ _____ . ____	\$ _____ . ____
D-15	REMOVING GUARDRAIL ANCHOR	8-11.5	2.00	EA	\$ _____ . ____	\$ _____ . ____
Subtotal Schedule A						\$ _____ . ____

BID PROPOSAL SUMMARY

Subtotal Schedule A – South Skagit Highway (MP 11.66 to MP 12.13)	\$ _____ . ____
Subtotal Schedule B - South Skagit Highway (MP 17.21 to MP 17.56)	\$ _____ . ____
Subtotal Schedule C - Concrete Sauk Valley Road (MP 1.21 to MP 1.66)	\$ _____ . ____
Subtotal Schedule D - Concrete Sauk Valley Road (MP 4.39 to MP 4.50)	\$ _____ . ____
TOTAL BID AMOUNT	\$ _____ . ____

FOR WORK PERFORMED ON THIS PROJECT THE CONTRACTOR SHOULD REFER TO SECTION 1-02.2(1) OF THE CONTRACT PROVISIONS AND DEPARTMENT OF REVENUE RULE #171.

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 In the amount of \$ _____ Dollars
(Payable to Skagit County)
- ☐ PROPOSAL BOND In the amount five percent (5%) of the total bid

Receipt is hereby acknowledged of Addendum(s) No. (s) _____, _____, & _____

Signature of Authorized Official(s):

Proposal Must Be Signed →

PRINT NAME

Firm Name:

Address:

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**

Information Only

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:

Install/Upgrade Guardrail with Reflectors #ES07000-12

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 _____, 2021.

(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.

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.



Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: _____

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

Disadvantaged Business Enterprise _____
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount _____
Box 4

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

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

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

Box 2: Name of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

[illegible]

Total DBE Commitment Dollar Amount 1,295,250
Box 4

16 of 24



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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

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

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____



Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Use Additional Sheets if necessary.



Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

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

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

Use additional sheets as necessary.

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

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

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

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

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

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

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

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____ percent.

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

Bidder: _____

Signature of Authorized Official: _____

Date: _____



Contract Number		Contract Title					
Contractor		Engineer					
		Reclaimed Hot Mix Asphalt	Recycled Concrete Aggregate	Recycled Glass	Steel Furnace Slag	Other Recycled Aggregates	Contract Total Quantity
Fine Aggregate for Portland Cement Concrete	9-03.1(2)						
Coarse Aggregate for Portland Cement Concrete	9-03.1(4)						
Coarse Aggregate for Commercial Concrete	9-03.1(4)						
Aggregates for Hot Mix Asphalt	9-03.8	see below					
Ballast	9-03.9(1)						
Permeable Ballast	9-03.9(2)						
Crushed Surfacing	9-03.9(3)						
Aggregate for Gravel Base	9-03.10						
Gravel Backfill for Foundations	9-03.12(1)						
Gravel Backfill for Walls	9-03.12(2)						
Gravel Backfill for Pipe Zone Bedding	9-03.12(3)						
Gravel Backfill for Drains	9-03.12(4)						
Gravel Backfill for Drywells	9-03.12(5)						
Backfill for Sand Drains	9-03.13						
Sand Drainage Blanket	9-03.13(1)						
Gravel Borrow	9-03.14(1)						
Select Borrow	9-03.14(2)						
Common Borrow	9-03.14(3)						
Foundation Material Class A and Class B	9-03.17						
Foundation Material Class C	9-03.18						
Bank Run Gravel for Trench Backfill	9-03.19						
Other Aggregate Materials (total quantity not required)	9-03						
TOTAL (recycled materials and contract total quantity)							
		Reclaimed Hot Mix Asphalt	Reclaimed Asphalt Shingles		Steel Furnace Slag	Other Recycled Materials	Total Quantity
Hot Mix Asphalt	5-04.2						

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
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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.



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**September 23, 2021**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

APPENDIX E

Federal Aid Provisions

Required Contract Provisions for Federal Aid Construction Contracts- FHWA 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

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

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

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AMENDMENT**REQUIRED CONTRACT PROVISIONS**

(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal-Aid provisions are supplemented with the following:

XII. Cargo Preference Act

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

APPENDIX F

Permits



Federal Aid Project Number HSIP-000S(578)	NEPA Start Date June 10, 2021	Intent of Submittal <input checked="" type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/> Re-Evaluate
Agency Skagit County	Project Title Install/Upgrade Guardrail with Reflectors	
County Skagit		
Beginning terminus: 11.66 / 17.21 / 1.21 / 4.39	Township(s): 35 / 35 / 35 / 35	
Ending terminus: 12.13 / 17.56 / 1.66 / 4.50	Range(s): 06 / 08 / 08 / 07	
Miles: 1.38	Section(s): 22 / 23-24 / 15-16 / 21-22	

Part 1 - Project Description (Attach Vicinity Map)

Installation/Upgrade Guardrail with reflectors at various locations.




This project consists of remove sub-standard guardrail on South Skagit Highway, install new guardrail with reflectors. Also new guardrail with reflectors will be installed on Concrete Sauk Valley Road.

The goals of this project is to remove the substandard safety barrier and installation of new barrier with reflectors that adhere to current WSDOT design Manual standards. This will improve the performance by reducing run off of the road crashes and the overall severity of the crash.

Part 2 - Categorical Exclusion & STIP

- Identify one CE from 23 CFR 771.117 (CE Guidebook - Appendix A) that fits the entire project **C#22**
- Per 23 CFR Part 452(l) identify the subsequent project phase identified on the STIP? ☐ ROW ☒ Construction
- Attach a copy of the STIP page to the CE documentation form.

NEPA Approval Signatures

 Local Agency Approving Authority	6.9.21 Date	 Local Programs Environmental Engineer	Digitally signed by Melanie Vance Date: 2021.06.17 15:14:47 -07'00'
 Regional Local Programs Engineer	Digitally signed by Mehرداد Moini, PE Date: 2021.06.15 11:05:28 -07'00'	CE per PA	6/17/21 Date
	Date	Federal Highway Administration	Date

Completed By (Print Official's Name) Bobbi Fisher	Telephone (include area code) 360-416-1439	E-mail Address bfisher@co.skagit.wa.us
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Part 3 - Permits, Approvals & Right of Way (ROW)

Yes	No	Permit or Approval	Yes	No	Permit or Approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Corps of Engineers <input type="checkbox"/> Sec. 10 <input type="checkbox"/> Sec. 404 <input type="checkbox"/> Nationwide Type _____ <input type="checkbox"/> Individual Permit No. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Quality Certification - Section 401 Issued By _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Zone Management Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tribal Permit(s) (if any) _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Critical Areas Ordinance (CAO) Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Permits (List) _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Forest Practices Act Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is permanent ROW acquisition needed? If yes, amount needed: _____ (acres/sq. ft.).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hydraulic Project Approval	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is any temporary ROW needed?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Building or Site Development Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is relocation required?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Clearing and Grading Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has ROW (property and/or property interests) been acquired <u>for this project</u> prior to the NEPA start date? If yes, documentation demonstrating compliance with 23 CFR 710.501 may be required.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is a detour required? If yes, please attach detour information.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Shoreline Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Waste Discharge Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Rights Permit			

U.S. Coast Guard Permitting

- a. Does the project propose any new or modify any existing bridges or culverts crossing a waterway? ☐ Yes ☒ No
- b. If Yes, attach a copy of the jurisdictional determination email or letter from the U.S. Coast Guard.

Other Federal Agencies - Does the project involve any federal properties, approvals or funding from other/additional federal agencies? ☐ Yes ☒ No If Yes, please describe.

Part 4 - Environmental Considerations

**Will the project involve work in or affect any of the following? Identify proposed mitigation.
Attach additional pages or supplemental information if necessary.**

1. Air Quality - Identify any anticipated air quality issues.

Is the project exempt from Air Quality conformity requirements? ☒ Yes ☐ No

- a. If Yes, identify exemption - please refer to Appendix G in the CE Guidebook for a list of exemptions.

Guardrails, median barriers, crash attenuators

- b. Is the project included in the Metropolitan Transportation Plan? ☐ Yes ☒ No

If Yes, date Metropolitan Transportation Plan was adopted _____

- c. Is the project located in an Air Quality Non-Attainment Area or Maintenance Area for carbon monoxide, ozone or PM 10 or PM 2.5? ☐ Yes ☒ No

2. Critical and Sensitive Areas

- a. Is this project within a sole source aquifer? ☐ Yes ☒ No

If located within a sole source aquifer, is the project exempt from EPA approval?

If Yes, please list exemption: _____

If No, date of EPA approval: _____

- b. Will this project impact Species/Habitat other than ESA listed species? ☐ Yes ☒ No Explain your answer.

- c. Is this project within one mile of a Bald Eagle nesting territory, winter concentration area or communal roost?

☒ Yes ☐ No If Yes, the local agency must go to the US Fish & Website (<http://www.fws.gov/pacific/eagle/>) and work through the Do I Need a Permit? section. See attachment for letter that no permit is needed. This project will have little to no impact as the only construction activities will be for the brief installation of the guardrail.

- d. Are wetland present within the project area? ☐ Yes ☒ No If Yes, estimate the impact in acres: _____
Please attach a copy of the proposed mitigation plan.

3. Cultural Resources/Historic Structures - Identify any historic, archaeological or cultural resources present within the project's Area of Potential Effects.

Does the project fit into any of the exempt types of projects listed in Appendix J of the CE Guidebook?

☒ Yes ☐ No If Yes, note exemptions below.

A-2 OK per TD-6/10/21-MV

If No: Date of DAHP concurrence: _____

Date of Tribal consultation(s) (if applicable): _____

Adverse effects on cultural/historic resources? ☐ Yes ☐ No

If Yes, date of approved Section 106 MOA: _____

4. Floodplains and Floodways

- a. Is the project located in a 100-year floodplain? ☐ Yes ☒ No
- b. If Yes, is the project located within a 100-year floodway? ☐ Yes ☒ No
- c. Will the project impact a 100-year floodplain? ☐ Yes ☒ No If Yes, describe impacts.

5. Hazardous and Problem Waste - Identify potential sources and type(s).

- a. Does the project require excavation below the existing ground surface? ☐ Yes ☒ No
- b. Will groundwater be encountered? ☐ Yes ☒ No
- c. Will any properties be acquired as part of this project? ☐ Yes ☒ No
- d. Is this site located in an undeveloped area (i.e. no buildings, parking, storage areas or agriculture)? ☐ Yes ☒ No
- e. Is the project located within a one-mile radius of a known Superfund Site? ☐ Yes ☒ No
- f. Is this project located within a 1/2-mile radius of a site or sites listed on any of the following Department of Ecology databases?
☐ Yes ☒ No If Yes, check the appropriate boxes below.
- ☐ Voluntary Cleanup Program (VCP), State Cleanup Site (SCS), or Independent Cleanup Program (ICP)
- ☐ Underground Storage Tank (UST)
- ☐ Leaking Underground Storage Tank (LUST)
- ☐ Confirmed and Suspected Contaminated Sites List (CSCSL)
- g. Has site reconnaissance (windshield survey) been performed? ☒ Yes ☐ No (Please identify any properties not identified in the Ecology or ERS database search as an attachment -- name, address and property use).
- h. Based on the information above and project specific activities, is there a potential for the project to generate, acquire or encounter contaminated soils, groundwater or surface water? ☐ Yes ☒ No

Please explain:

All guardrail posts will be driven unless in conflict with an existing utility, than excavation will be performed.

If you responded Yes to any of these questions above (5A - 5F or 5H), contact your Region LPE for assistance as a "Right-Sized" HazMat Analysis Report/Memorandum most likely will be required.

6. Noise

- a. Does the project involve constructing a new roadway? ☐ Yes ☒ No
- b. Is there a change in the vertical or horizontal alignment of the existing roadway? ☐ Yes ☒ No
- c. Does the project increase the number of through traffic lanes on an existing roadway? ☐ Yes ☒ No
- d. Is there a change in the topography? ☐ Yes ☒ No
- e. Are there auxiliary lanes extending 1-½ miles or longer being constructed as part of this project? ☐ Yes ☒ No
- f. If you answered Yes to any of the preceding questions, identify and describe any potential noise receptors within the project area and subsequent impacts to those noise receptors. Please attach a copy of the noise analysis if required.

If impacts are identified, describe proposed mitigation measures.

7. 4(f)/6(f) Resources: parks, recreation areas, wildlife refuges, historic properties, wild & scenic rivers, scenic byways

- a. Please identify and 4(f) properties within the project limits and the areas of impacts.

None Identified

- b. Please identify any properties within the project limits that used funds from the Land & Water Conservation Fund Act.

None Identified

- c. Please list any Wild and Scenic Rivers and Scenic Byways within the project limits.

None Identified

8. Agricultural Lands -

- a. Are there agricultural lands within 300 feet of the project limits? ☐ Yes ☒ No If Yes, describe impacts:

- b. Are impacted lands considered to be unique and prime farmland? ☐ Yes ☒ No

If Yes, date of project review by Natural Resource Conservation Service (NRCS): _____

9. Rivers, Streams (continuous or intermittent) or Tidal Waters

- a. Identify all waterbodies within 300 feet of the project limits or that will otherwise be impacted.

no water bodies will be impacted.

- b. Identify stream crossing structures by type.

There are no streams along these stretches. There are some culverts that we will plan around.

10. Tribal Lands - Identify whether the project will occur within any Tribal lands, including reservation, trust and fee lands. Please do not list usual and accustomed area.

There will be no impact to tribal lands from this project

11. Water Quality/Stormwater

a. Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's HRM, DOE's stormwater management manual for eastern/western Washington or a local agency equivalent manual?

☒ Yes ☐ No there will be no new impervious surface created for this project. During the project construction appropriate BMP's will be used to ensure that water quality is not affected.

If No, explain proposed water quality/quantity treatment for the new and any existing pollution generating impervious surface associated with the proposed project.

b. Amount of existing pollution generating impervious surface within the project limits: 160,301 square feet

c. Net new pollution generating impervious surface to be created as a result of this project: None

d. Amount of proposed post-project untreated pollution generating impervious surface: None

12. Previous Environmental Commitments

Describe previous environmental commitments that may affect or be affected by the project - if any.

There are no known previous commitments

13. Environmental Justice - Does the project meet any of the exemptions noted in Appendix L of the CE Documentation Guidebook?

If Yes, please note the exemption and appropriate justification in the space below.

3) - we are replacing guardrails along the roads and will not require a detour.

If No, attach Appendix M and supporting documentation as required per the decision matrix. This will include at least two demographic information sources and possibly a description of anticipated project impacts.

Please refer to the CE Guidebook for more information.

Part 5 - Biological Assessments and EFH Evaluations

1. Do any listed species potentially occur in the project's action area and/or is any designated critical habitat present within the project's action area? ☐ Yes ☒ No Attach species listings.

Affected ESA Listed Species	2. Will any construction work occur within 0.25 mile of any of the following?	3. Does the project involve blasting, pile driving, concrete sawing, rock-drilling or rock-scaling activity within one mile of any of the following?
Oregon Spotted Frog proposed critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Yellow-billed Cuckoo suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Spotted Owl management areas, designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Marbled Murrelet nest or occupied stand, designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Western Snowy Plover designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the project within 0.25 mile of marine waters? If Yes explain potential effects on Killer Whales and on Marbled Murrelet foraging areas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Killer Whale designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grizzly Bear suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Gray Wolf suitable habitat?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Canada Lynx habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Columbia White-tailed Deer suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Woodland Caribou habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Streaked Horned Lark designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Taylor's Checkerspot designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mazama Pocket Gopher designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Eulachon designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rockfish proposed critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A mature coniferous or mixed forest stand?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4. Will the project involve any in-water work?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Will any construction work occur within 300 feet of any perennial or intermittent waterbody that either supports or drains to waterbody supporting listed fish?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Will any construction work occur within 300 feet of any wetland, pond or lake that is connected to any permanent or intermittent waterbody?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Will the project discharge treated or untreated stormwater runoff or utilize water from a waterbody that supports or drains into a listed-fish supporting waterbody?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Will construction occur outside the existing pavement? If Yes go to 9a.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling or modification of vegetation or tree-cutting?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Are there any Federally listed Threatened or Endangered plant species located within the project limits? If Yes, please attach a list of these plant species within the action area.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Does a mature coniferous or mixed forest stand occur within 200' of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Analysis for No Effects Determination – If there are any Yes answers to questions in Part 5, additional analysis is required. Attach additional sheets if needed.

There are terrestrial habitat nearby, the project will have little to no impact as the only construction activities will be for the brief installation of the guardrail.

Work will take place outside of the paved roadway, but within the right of way, disturbance of the existing shoulder will be in the form of driven or hand and vacuum excavated post.

No new PGIS or in-water work - MV

Analysis for RRMP ESA 4(d) determination for NMFS – A local agency must be certified by the Regional Road Maintenance Forum to utilize 4(d).

Maintenance Category (check all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Roadway Surface | <input type="checkbox"/> 6. Stream Crossings | <input type="checkbox"/> 11. Emergency Slide/Washout Repair |
| <input type="checkbox"/> 2. Enclosed Drainage Systems | <input type="checkbox"/> 7. Gravel Shoulders | <input type="checkbox"/> 12. Concrete |
| <input type="checkbox"/> 3. Cleaning Enclosed Drainage Systems | <input type="checkbox"/> 8. Street Surface Cleaning | <input type="checkbox"/> 13. Sewer Systems |
| <input type="checkbox"/> 4. Open Drainage Systems | <input type="checkbox"/> 9. Bridge Maintenance | <input type="checkbox"/> 14. Water Systems |
| <input type="checkbox"/> 5. Watercourses and Streams | <input type="checkbox"/> 10. Snow and Ice Control | <input type="checkbox"/> 15. Vegetation |

Describe how the project fits in the RRMP 4(d) Program:

Effect Determinations for ESA and EFH

If each of the questions in the preceding section resulted in a "No" response or if any of the questions were checked "Yes," but adequate justification can be provided to support a "no effect" determination, then check "No Effect" below. If this checklist cannot be used for Section 7 compliance (i.e., adequate justification cannot be provided or a "may effect" determination is anticipated), a separate biological assessment document is required.

	NMFS	OK per HP	USFWS	EFH Determination
<input checked="" type="checkbox"/> No Effect	6/10/21	6/10/21		<input checked="" type="checkbox"/> No Adverse Effect
<input type="checkbox"/> NLTA - Date of Concurrence				<input type="checkbox"/> Adverse Effect - Date of NMFS concurrence
<input type="checkbox"/> LTAA - Date BO Issued				
<input type="checkbox"/> RRMP 4(d)				<input type="checkbox"/> Not Applicable

Part 6 - FHWA Comments

APPENDIX G

Vicinity Map and Plans