

Contract Provisions and Plans

For Construction of:

**Prairie Road Guidance Improvements
#ES50000-7**

Federal Aid # HSIP-T292(002)

SKAGIT COUNTY PUBLIC WORKS



Prairie Road Guidance Improvements #ES50000-12

This Contract provides for the installation of signage and guidance improvements along approximately 7.79 miles of Prairie Road (County Road No. 50000), from Old Highway 99 North at M.P. 0.00 to Highway 9 at M.P. 7.79. Work will include but is not limited to: installation of flexible guideposts, striping, permanent signing, traffic control, and trimming and clean up, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.



Schedule: This project shall be physically completed within 10 (ten) working days.

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

**PRAIRIE ROAD GUIDANCE IMPROVEMENTS
#ES50000-7**

SKAGIT COUNTY, WASHINGTON

**2022
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:



Grace Kan, P.E.
Public Works Director/County Engineer

MAPS, PLANS, AND SPECIFICATIONS APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ABSENT

Peter Browning, Chair



Ron Wesen, Commissioner



Lisa Janicki, Commissioner

PRAIRIE ROAD GUIDANCE IMPROVEMENTS ES50000-7

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



05/05/2022

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 **Tuesday, June 21, 2022, at the hour of 12:45 p.m.**, or as soon thereafter as possible. Attendance at meetings will be in-person. You may also attend meetings remotely through your telephone or from your computer, tablet or smartphone with this link: <https://bit.ly/SkagitBoCCMtg> or calling: 1 (253) 215-8782, Meeting ID: 871 8000 1980 Passcode: 143573.

PROJECT DESCRIPTION: Prairie Road Guidance Improvements #ES50000-7; Federal Aid #HSIP-T292(002)

This Contract provides for the installation of signage and guidance improvements along approximately 7.79 miles of Prairie Road (County Road No. 50000), from Old Highway 99 North at M.P 0.00 to Highway 9 at M.P. 7.79. Work will include but is not limited to: installation of flexible guideposts, striping, permanent signing, traffic control, and trimming and clean up, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

The time limit for physical completion of work is a total of 10 WORKING DAYS. The Engineer's Estimate Range is \$67,712.38 to \$77,280.43.

The Disadvantage Business Enterprise (DBE) mandatory goal is Zero (0%) for this project. Certification is not required, but the contractor agrees to take all necessary and responsible steps in accordance with 49 CFR Part 26 to ensure that DBE have an opportunity to participate in the performance of this project.

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 **May 26, 2022** 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 brendao@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 5:00 p.m., Monday, June 6, 2022** in writing to Joel Shroyer, Project Manager, or by e-mail to joels@co.skagit.wa.us with the subject line reading, "**Prairie Road Guidance Improvements Project #ES50000-7**". 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. Wednesday, June 8, 2022.** 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 Prairie Road Guidance Improvements Project #ES50000-7**". Sealed bids shall be received by one of the following delivery methods before **Tuesday, June 21, 2022 at the hour of 12:45 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 sixty (60) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

Skagit County, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in 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 Coordinator, Grace 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 23
day of May, 2022.



Clerk of the Board

Published: Skagit Valley Herald – May 26th, June 2nd & June 9th, 2022
Daily Journal of Commerce - May 26th, June 2nd & June 9th, 2022

CONTENTS

1

2

3

4

5 INTRODUCTION----- 1

6 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

7 **SPECIAL PROVISIONS**

8 **DIVISION 1**

9 **GENERAL REQUIREMENTS**

10 DESCRIPTION OF WORK----- 2

11 Definitions ----- 2

12 BID PROCEDURES AND CONDITIONS ----- 4

13 Prequalification of Bidders ----- 4

14 Qualifications of Bidder ----- 4

15 Plans and Specifications ----- 4

16 Proposal Forms ----- 4

17 PREPARATION OF PROPOSAL ----- 5

18 Preparation of Proposal----- 5

19 Recycled Materials Proposal ----- 5

20 Bid Deposit----- 6

21 Delivery of Proposal ----- 6

22 Withdrawing, Revising, or Supplementing Proposal ----- 7

23 PUBLIC OPENING OF PROPOSALS ----- 8

24 Date Of Opening Bids ----- 8

25 Irregular Proposals----- 8

26 Disqualification of Bidders----- 9

27 Pre Award Information ----- 10

28 AWARD AND EXECUTION OF CONTRACT ----- 10

29 Identical Bid Totals ----- 10

30 Execution of Contract ----- 10

31 Contract Bond----- 11

32 Judicial Review ----- 12

33 SCOPE OF THE WORK ----- 12

1 Coordination of Contract Documents, Plans, Special Provisions, ----- 12

2 Changes----- 12

3 Minor Changes----- 12

4 CONTROL OF WORK----- 13

5 Final Inspection ----- 13

6 Superintendents, Labor and Equipment of Contractor ----- 14

7 Method of Serving Notices ----- 14

8 Water and Power ----- 15

9 CONTROL OF MATERIAL----- 15

10 Buy America ----- 15

11 Recycled Materials----- 16

12 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC----- 17

13 Laws to be Observed----- 17

14 State Sales Tax ----- 17

15 Load Limits----- 19

16 Wages----- 19

17 General ----- 19

18 Required Documents----- 19

19 Requirements For Nondiscrimination----- 20

20 Requirements for Nondiscrimination----- 27

21 Disadvantaged Business Enterprise Condition of Award Participation ----- 27

22 FEDERAL AGENCY INSPECTION----- 35

23 Required Federal Aid Provisions ----- 35

24 CONTRACTOR'S RESPONSIBILITY FOR WORK----- 35

25 Utilities and Similar Facilities ----- 35

26 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE----- 36

27 Public Liability and Property Damage Insurance ----- 36

28 PUBLIC CONVENIENCE AND SAFETY----- 39

29 Construction Under Traffic ----- 39

30 Work Zone Clear Zone----- 39

31 Rights of Way ----- 40

32 Prosecution and Progress----- 41

33 Preliminary Matters ----- 41

34 Preconstruction Conference ----- 41

1	Hours of Work-----	42
2	Subcontracting-----	43
3	Progress Schedule-----	43
4	Type A Progress Schedule-----	43
5	Prosecution of Work-----	44
6	Notice to Proceed and Prosecution of Work-----	44
7	Time For Completion-----	44
8	Time for Completion-----	44
9	Liquidated Damages-----	45
10	MEASUREMENT AND PAYMENT-----	46
11	Force Account-----	46
12	Mobilization-----	46
13	Payments-----	47
14	Retainage-----	48
15	Time Limitation and Jurisdiction-----	48
16	Claims \$250,000 or Less-----	48
17	Administration of Arbitration-----	49
18	TEMPORARY TRAFFIC CONTROL-----	49
19	Traffic Control Management-----	49
20	General-----	49
21	Measurement-----	50
22	Reinstating Unit Items With Lump Sum Traffic Control-----	50
23		
24		
	DIVISION 2	
	EARTHWORK	
25	TRIMMING AND CLEANUP-----	51
26	Description-----	51
27	Construction Requirements-----	51
28	APPENDICES-----	52
29	STANDARD PLANS-----	53

INTRODUCTION TO THE SPECIAL PROVISIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

(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*, 2022 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:

(June 24, 2021 APWA GSP)

(September 7, 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.

1
2
3
4
5
6
7
8
9
10
11
12

Division 1
General Requirements

13
14
15

DESCRIPTION OF WORK

16 This Contract provides for the installation of signage and guidance improvements along
17 approximately 7.79 miles of Prairie Road (County Road No. 50000), from Old Highway 99
18 North at M.P. 0.00 to Highway 9 at M.P. 7.79. Work will include but is not limited to; installation
19 of flexible guideposts, striping, permanent signing, traffic control, and trimming and clean up,
20 and other work, all in accordance with the attached Contract Plans, these Contract Provisions,
21 and the 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

22
23
24

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

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

27
28

Dates

29
30

Bid Opening Date

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

32
33

Award Date

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

36
37

Contract Execution Date

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

39
40

Notice to Proceed Date

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

42
43

Substantial Completion Date

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

49
50

Physical Completion Date

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

54
55

Completion Date

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

60
61

Final Acceptance Date

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

63 Supplement this Section with the following:

1 All references in the Standard Specifications, Amendments, or WSDOT General Special
2 Provisions, to the terms “Department of Transportation”, “Washington State
3 Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,
4 “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.
5
6 All references to the terms “State” or “state” shall be revised to read “Contracting
7 Agency” unless the reference is to an administrative agency of the State of Washington,
8 a State statute or regulation, or the context reasonably indicates otherwise.
9
10 All references to “State Materials Laboratory” shall be revised to read “Contracting
11 Agency designated location”.
12
13 All references to “final contract voucher certification” shall be interpreted to mean the
14 Contracting Agency form(s) by which final payment is authorized, and final completion
15 and acceptance granted.
16
17 **Additive**
18 A supplemental unit of work or group of bid items, identified separately in the Bid
19 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
20 to the base bid.
21
22 **Alternate**
23 One of two or more units of work or groups of bid items, identified separately in the Bid
24 Proposal, from which the Contracting Agency may make a choice between different
25 methods or material of construction for performing the same work.
26
27 **Business Day**
28 A business day is any day from Monday through Friday except holidays as listed in
29 Section 1-08.5.
30
31 **Contract Bond**
32 The definition in the Standard Specifications for “Contract Bond” applies to whatever
33 bond form(s) are required by the Contract Documents, which may be a combination of a
34 Payment Bond and a Performance Bond.
35
36 **Contract Documents**
37 See definition for “Contract”.
38
39 **Contract Time**
40 The period of time established by the terms and conditions of the Contract within which
41 the Work must be physically completed.
42
43 **Notice of Award**
44 The written notice from the Contracting Agency to the successful Bidder signifying the
45 Contracting Agency’s acceptance of the Bid Proposal.
46
47 **Notice to Proceed**
48 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
49 and directing the Contractor to proceed with the Work and establishing the date on which
50 the Contract time begins.
51

1 **Traffic**
2 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
3 equestrian traffic.
4

5 **1-02 BID PROCEDURES AND CONDITIONS**

6
7 **1-02.1 Prequalification of Bidders**
8

9 Delete this section and replace it with the following:

10
11 **1-02.1 Qualifications of Bidder**
12 *(January 24, 2011 APWA GSP)*
13

14 Before award of a public works contract, a bidder must meet at least the minimum
15 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
16 be awarded a public works project.
17

18 **1-02.2 Plans and Specifications**
19 *(June 27, 2011 APWA GSP)*
20

21 Delete this section and replace it with the following:

22
23 Information as to where Bid Documents can be obtained or reviewed can be found in the
24 Call for Bids (Advertisement for Bids) for the work.
25

26 After award of the contract, plans and specifications will be issued to the Contractor at no
27 cost as detailed below:
28

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.

29
30 Additional plans and Contract Provisions may be obtained by the Contractor from the
31 source stated in the Call for Bids, at the Contractor's own expense.
32

33 **1-02.5 Proposal Forms**
34 *(July 31, 2017 APWA GSP)*
35

36 Delete this section and replace it with the following:

37
38 The Proposal Form will identify the project and its location and describe the work. It will
39 also list estimated quantities, units of measurement, the items of work, and the materials
40 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal

1 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
2 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
3 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
4 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
5 Registration Number; and a Business License Number, if applicable. Bids shall be
6 completed by typing or shall be printed in ink by hand, preferably in black ink. The
7 required certifications are included as part of the Proposal Form.

8
9 The Contracting Agency reserves the right to arrange the proposal forms with alternates
10 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
11 bid on all alternates and additives set forth in the Proposal Form unless otherwise
12 specified.

13 14 **Preparation of Proposal**

15 16 **1-02.6 Preparation of Proposal** 17 *(December 10, 2020 APWA GSP, Option A)*

18
19 Supplement this section with the following:

20
21 The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise
22 (DBE) Utilization Certification, when required by the Special Provisions. For each and
23 every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise
24 Utilization Certification, the Bidder shall submit written confirmation from that DBE firm
25 that the DBE is in agreement with the DBE participation commitment that the Bidder has
26 made in the Bidder's completed Disadvantaged Business Enterprise Utilization
27 Certification.

28
29 WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation
30 Document) is to be used for this purpose. Bidder must submit good faith effort
31 documentation only in the event the bidder's efforts to solicit sufficient DBE participation
32 have been unsuccessful.

33
34 The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to
35 be performed by each DBE listed on the DBE Utilization Certification.

36
37 If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder
38 must also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how
39 the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

40
41 Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation
42 Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE
43 Bid Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-
44 02.9.

45
46 Add the following new section:

47 48 **1-02.6(1) Recycled Materials Proposal** 49 *(January 4, 2016 APWA GSP)*

50
51 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into
52 the project, using the form provided in the Contract Provisions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

DBE Written Confirmation and/or GFE Documentation

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

DBE Bid Item Breakdown and DBE Trucking Credit Form

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

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

- 1 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
2 Agency before the time set for receipt of Bid Proposals.
3
4 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
5 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
6 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
7 supplemented package in its entirety. If the Bidder does not submit a revised or
8 supplemented package, then its bid shall be considered withdrawn.
9
10 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
11 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
12 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.
13

14 **Public Opening of Proposals**

15
16 Section 1-02.12 is supplemented with the following:
17

18 ***(August 3, 2015)***
19 ***Date of Opening Bids***

20 The bid opening date for this project is June 21, 2022. Bids received will be publicly
21 opened and read after 12:45 P.M. Pacific Time on this date.
22

23 Bids may be hand delivered to: The reception desk of Skagit County Commissioners
24 Office, located at 1800 Continental Place, Mount Vernon, WA.
25 Or mailed to; Skagit County Commissioners 1800 Continental Place, Suite 100 Mount
26 Vernon, Washington, 98273.
27

28 **1-02.13 Irregular Proposals**
29 ***(October 1, 2020 APWA GSP)***
30

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

- 33 1. A Proposal will be considered irregular and will be rejected if:
34 a. The Bidder is not prequalified when so required;
35 b. The authorized Proposal form furnished by the Contracting Agency is not
36 used or is altered;
37 c. The completed Proposal form contains any unauthorized additions, deletions,
38 alternate Bids, or conditions;
39 d. The Bidder adds provisions reserving the right to reject or accept the award,
40 or enter into the Contract;
41 e. A price per unit cannot be determined from the Bid Proposal;
42 f. The Proposal form is not properly executed;
43 g. The Bidder fails to submit or properly complete a Subcontractor list, if
44 applicable, as required in Section 1-02.6;
45 h. The Bidder fails to submit or properly complete a Disadvantaged Business
46 Enterprise Certification, if applicable, as required in Section 1-02.6;
47 i. The Bidder fails to submit written confirmation from each DBE firm listed on
48 the Bidder's completed DBE Utilization Certification that they are in
49 agreement with the bidder's DBE participation commitment, if applicable, as
50 required in Section 1-02.6, or if the written confirmation that is submitted fails
51 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
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

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

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

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

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

Delete the first paragraph and replace it with the following:

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

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

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 **Changes**

37
38 **1-04.4(1) Minor Changes**
39 *(May 30, 2019 APWA GSP)*

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

42
43 Payments or credits for changes amounting to \$6,000 or less may be made under the Bid
44 item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor
45 Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4,
46 Changes. All "Minor Change" work will be within the scope of the Contract Work and will
47 not change Contract Time.

48
49

1 **Control of Work**

2

3 **1-05.11 Final Inspection**

4

5 Delete this section and replace it with the following:

6

7 **1-05.11 Final Inspections and Operational Testing**

8

(October 1, 2005 APWA GSP)

9

10 **1-05.11(1) Substantial Completion Date**

11

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

19

20 If, after this inspection, the Engineer concurs with the Contractor that the work is
21 substantially complete and ready for its intended use, the Engineer, by written notice to
22 the Contractor, will set the Substantial Completion Date. If, after this inspection the
23 Engineer does not consider the work substantially complete and ready for its intended
24 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
25 therefor.

26

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

32

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

36

37 **1-05.11(2) Final Inspection and Physical Completion Date**

38

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

49

50 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
51 written notice listing the deficiencies, the Engineer may, upon written notice to the

1 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
2 Section 1-05.7.
3 The Contractor will not be allowed an extension of contract time because of a delay in
4 the performance of the work attributable to the exercise of the Engineer's right
5 hereunder.
6

7 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
8 Contracting Agency, in writing, of the date upon which the work was considered physically
9 complete. That date shall constitute the Physical Completion Date of the contract, but shall
10 not imply acceptance of the work or that all the obligations of the Contractor under the
11 contract have been fulfilled.
12

13 **1-05.11(3) Operational Testing**

14
15 It is the intent of the Contracting Agency to have at the Physical Completion Date a
16 complete and operable system. Therefore when the work involves the installation of
17 machinery or other mechanical equipment; street lighting, electrical distribution or signal
18 systems; irrigation systems; buildings; or other similar work it may be desirable for the
19 Engineer to have the Contractor operate and test the work for a period of time after final
20 inspection but prior to the physical completion date. Whenever items of work are listed in
21 the Contract Provisions for operational testing they shall be fully tested under operating
22 conditions for the time period specified to ensure their acceptability prior to the Physical
23 Completion Date. During and following the test period, the Contractor shall correct any
24 items of workmanship, materials, or equipment which prove faulty, or that are not in first
25 class operating condition. Equipment, electrical controls, meters, or other devices and
26 equipment to be tested during this period shall be tested under the observation of the
27 Engineer, so that the Engineer may determine their suitability for the purpose for which
28 they were installed. The Physical Completion Date cannot be established until testing
29 and corrections have been completed to the satisfaction of the Engineer.
30

31 The costs for power, gas, labor, material, supplies, and everything else needed to
32 successfully complete operational testing, shall be included in the unit contract prices
33 related to the system being tested, unless specifically set forth otherwise in the proposal.
34

35 Operational and test periods, when required by the Engineer, shall not affect a
36 manufacturer's guaranties or warranties furnished under the terms of the contract.
37
38

39 **1-05.13 Superintendents, Labor and Equipment of Contractor** 40 *(August 14, 2013 APWA GSP)*

41
42 Delete the sixth and seventh paragraphs of this section.
43

44 **1-05.15 Method of Serving Notices** 45 *(March 25, 2009 APWA GSP)*

46 Revise the second paragraph to read:
47

48 All correspondence from the Contractor shall be directed to the Project Engineer. All
49 correspondence from the Contractor constituting any notification, notice of protest, notice
50 of dispute, or other correspondence constituting notification required to be furnished
51 under the Contract, must be in paper format, hand delivered or sent via mail delivery

1 service to the Project Engineer's office. Electronic copies such as e-mails or
2 electronically delivered copies of correspondence will not constitute such notice and will
3 not comply with the requirements of the Contract.
4

5 Add the following new section:
6

7 **1-05.16 Water and Power**
8 *(October 1, 2005 APWA GSP)*
9

10 The Contractor shall make necessary arrangements, and shall bear the costs for power
11 and water necessary for the performance of the work, unless the contract includes power
12 and water as a pay item.
13

14 **Control of Material**
15

16 Section 1-06 is supplemented with the following:
17

18 ***Buy America***
19

20 *(August 6, 2012)*

21 In accordance with Buy America requirements contained in 23 CFR 635.410, the major
22 quantities of steel and iron construction material that is permanently incorporated into the
23 project shall consist of American-made materials only. Buy America does not apply to
24 temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding
25 and falsework.
26

27 Minor amounts of foreign steel and iron may be utilized in this project provided the cost
28 of the foreign material used does not exceed one-tenth of one percent of the total contract
29 cost or \$2,500.00, whichever is greater.
30

31 American-made material is defined as material having all manufacturing processes
32 occurring domestically. To further define the coverage, a domestic product is a
33 manufactured steel material that was produced in one of the 50 States, the District of
34 Columbia, Puerto Rico, or in the territories and possessions of the United States.
35

36 If domestically produced steel billets or iron ingots are exported outside of the area of
37 coverage, as defined above, for any manufacturing process then the resulting product
38 does not conform to the Buy America requirements. Additionally, products manufactured
39 domestically from foreign source steel billets or iron ingots do not conform to the Buy
40 America requirements because the initial melting and mixing of alloys to create the
41 material occurred in a foreign country.
42

43 Manufacturing begins with the initial melting and mixing, and continues through the
44 coating stage. Any process which modifies the chemical content, the physical size or
45 shape, or the final finish is considered a manufacturing process. The processes include
46 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action
47 of applying a coating to steel or iron is deemed a manufacturing process. Coating
48 includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that
49 protects or enhances the value of steel or iron. Any process from the original reduction
50 from ore to the finished product constitutes a manufacturing process for iron.
51

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

4
5 The following are considered to be steel manufacturing processes:

- 6
7 1. Production of steel by any of the following processes:
8
9 a. Open hearth furnace.
10
11 b. Basic oxygen.
12
13 c. Electric furnace.
14
15 d. Direct reduction.
16
17 2. Rolling, heat treating, and any other similar processing.
18
19 3. Fabrication of the products.
20
21 a. Spinning wire into cable or strand.
22
23 b. Corrugating and rolling into culverts.
24
25 c. Shop fabrication.
26

27 A certification of materials origin will be required for any items comprised of, or containing,
28 steel or iron construction materials prior to such items being incorporated into the
29 permanent work. The certification shall be on DOT Form 350-109EF provided by the
30 Engineer, or such other form the Contractor chooses, provided it contains the same
31 information as DOT Form 350-109EF.
32

33 **1-06.6 Recycled Materials**
34 *(January 4, 2016 APWA GSP)*
35

36 Delete this section, including its subsections, and replace it with the following:
37

38 The Contractor shall make their best effort to utilize recycled materials in the construction
39 of the project. Approval of such material use shall be as detailed elsewhere in the
40 Standard Specifications.
41

42 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
43 that were utilized in the construction of the project for each of the items listed in Section
44 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
45 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
46 and aggregates from concrete returned to the supplier). The Contractor's report shall be
47 provided on DOT form 350-075 Recycled Materials Reporting.
48
49

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

2
3 **1-07.1 Laws to be Observed**

4 *(October 1, 2005 APWA GSP)*

5
6 Supplement this section with the following:

7
8 In cases of conflict between different safety regulations, the more stringent regulation
9 shall apply.

10
11 The Washington State Department of Labor and Industries shall be the sole and
12 paramount administrative agency responsible for the administration of the provisions of
13 the Washington Industrial Safety and Health Act of 1973 (WISHA).

14
15 The Contractor shall maintain at the project site office, or other well known place at the
16 project site, all articles necessary for providing first aid to the injured. The Contractor
17 shall establish, publish, and make known to all employees, procedures for ensuring
18 immediate removal to a hospital, or doctor’s care, persons, including employees, who
19 may have been injured on the project site. Employees should not be permitted to work
20 on the project site before the Contractor has established and made known procedures
21 for removal of injured persons to a hospital or a doctor’s care.

22
23 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
24 the Contractor’s plant, appliances, and methods, and for any damage or injury resulting
25 from their failure, or improper maintenance, use, or operation. The Contractor shall be
26 solely and completely responsible for the conditions of the project site, including safety
27 for all persons and property in the performance of the work. This requirement shall apply
28 continuously, and not be limited to normal working hours. The required or implied duty of
29 the Engineer to conduct construction review of the Contractor’s performance does not,
30 and shall not, be intended to include review and adequacy of the Contractor’s safety
31 measures in, on, or near the project site.

32
33
34 **1-07.2 State Taxes**

35
36 Delete this section, including its sub-sections, in its entirety and replace it with the following:

37
38 **1-07.2 State Sales Tax**

39 *(June 27, 2011 APWA GSP)*

40
41 The Washington State Department of Revenue has issued special rules on the State
42 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
43 Contractor should contact the Washington State Department of Revenue for answers to
44 questions in this area. The Contracting Agency will not adjust its payment if the
45 Contractor bases a bid on a misunderstood tax liability.

46
47 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
48 contract amounts. In some cases, however, state retail sales tax will not be included.
49 Section 1-07.2(2) describes this exception.

50
51 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
52 a FHWA-funded Project) only if the Contractor has obtained from the Washington State

1 Department of Revenue a certificate showing that all contract-related taxes have been
2 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
3 Contractor any amount the Contractor may owe the Washington State Department of
4 Revenue, whether the amount owed relates to this contract or not. Any amount so
5 deducted will be paid into the proper State fund.
6

7 **1-07.2(1) State Sales Tax — Rule 171**
8

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

19 **1-07.2(2) State Sales Tax — Rule 170**
20

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

32 For work performed in such cases, the Contractor shall collect from the Contracting
33 Agency, retail sales tax on the full contract price. The Contracting Agency will
34 automatically add this sales tax to each payment to the Contractor. For this reason, the
35 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
36 contract amount subject to Rule 170, with the following exception.
37

38 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
39 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
40 consumable supplies not integrated into the project. Such sales taxes shall be included
41 in the unit bid item prices or in any other contract amount.
42

43 **1-07.2(3) Services**
44

45 The Contractor shall not collect retail sales tax from the Contracting Agency on any
46 contract wholly for professional or other services (as defined in Washington State
47 Department of Revenue Rules 138 and 244).
48
49

1 **Load Limits**

2

3 Section 1-07.7 is supplemented with the following:

4

5 (March 13, 1995)

6

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

9

10 **1-07.9 Wages**

11

12 **1-07.9(1) General**

13

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

15

16 (January 13, 2021)

17

18 The Federal wage rates incorporated in this contract have been established by the
19 Secretary of Labor under United States Department of Labor General Decision No.
20 WA20210001.

20

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

23

24 **1-07.9(5) Required Documents**

25

26 *(January 3, 2020 APWA GSP)*

27

28 Delete this section and replace it with the following:

29

30 **General**

31

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

34

35 **Intents and Affidavits**

36

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

39

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

44

45 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
46 F700-007-000. The Contracting Agency will not grant Completion until all
47 approved Affidavit of Wages paid for the Contractor and all Subcontractors have
48 been received by the Engineer. The Contracting Agency will not release to the
49 Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing
50 Wages Paid" forms have been approved by State L&I and all of the approved
51 forms have been submitted to the Engineer for every firm that worked on the
52 Contract.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

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

Certified Payrolls

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

Penalties for Noncompliance

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

Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(September 3, 2019)
Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

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

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
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.	

1	Richland, WA	
2	SMSA Counties:	
3	Richland Kennewick, WA	5.4
4	WA Benton; WA Franklin.	
5	Non-SMSA Counties	3.6
6	WA Walla Walla.	
7		
8	Yakima, WA:	
9	SMSA Counties:	
10	Yakima, WA	9.7
11	WA Yakima.	
12	Non-SMSA Counties	7.2
13	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
14		
15	Seattle, WA:	
16	SMSA Counties:	
17	Seattle Everett, WA	7.2
18	WA King; WA Snohomish.	
19	Tacoma, WA	6.2
20	WA Pierce.	
21	Non-SMSA Counties	6.1
22	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;	
23	WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA	
24	Thurston; WA Whatcom.	
25		
26	Portland, OR:	
27	SMSA Counties:	
28	Portland, OR-WA	4.5
29	WA Clark.	
30	Non-SMSA Counties	3.8
31	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

32
33 These goals are applicable to each nonexempt Contractor's total on-site construction
34 workforce, regardless of whether or not part of that workforce is performing work on
35 a Federal, or federally assisted project, contract, or subcontract until further notice.
36 Compliance with these goals and time tables is enforced by the Office of Federal
37 Contract compliance Programs.
38

39 The Contractor's compliance with the Executive Order and the regulations in 41 CFR
40 Part 60-4 shall be based on its implementation of the Equal Opportunity Clause,
41 specific affirmative action obligations required by the specifications set forth in 41
42 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female
43 employment and training must be substantially uniform throughout the length of the
44 contract, in each construction craft and in each trade, and the Contractor shall make
45 a good faith effort to employ minorities and women evenly on each of its projects.
46 The transfer of minority or female employees or trainees from Contractor to
47 Contractor or from project to project for the sole purpose of meeting the Contractor's
48 goal shall be a violation of the contract, the Executive Order and the regulations in
49 41 CFR Part 60-4. Compliance with the goals will be measured against the total
50 work hours performed.
51

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

10
11 U.S. Department of Labor
12 Office of Federal Contract Compliance Programs Pacific Region
13 Attn: Regional Director
14 San Francisco Federal Building
15 90 – 7th Street, Suite 18-300
16 San Francisco, CA 94103(415) 625-7800 Phone
17 (415) 625-7799 Fax
18

19 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
20 Area is as designated herein.
21

22 Standard Federal Equal Employment Opportunity Construction Contract Specifications
23 (Executive Order 11246)
24

25 1. As used in these specifications:
26

- 27 a. Covered Area means the geographical area described in the solicitation
28 from which this contract resulted;
29
30 b. Director means Director, Office of Federal Contract Compliance Programs,
31 United States Department of Labor, or any person to whom the Director
32 delegates authority;
33
34 c. Employer Identification Number means the Federal Social Security number
35 used on the Employer's Quarterly Federal Tax Return, U. S. Treasury
36 Department Form 941;
37
38 d. Minority includes:
39
40 (1) Black, a person having origins in any of the Black Racial Groups
41 of Africa.
42
43 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
44 Mexican, Puerto Rican, Cuban, Central American, South
45 American, or other Spanish origin.
46
47 (3) Asian or Pacific Islander, a person having origins in any of the
48 original peoples of the Pacific rim or the Pacific Islands, the
49 Hawaiian Islands and Samoa.
50

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

(4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The

1 Contractor shall document these efforts fully, and shall implement affirmative action
2 steps at least as extensive as the following:
3

- 4 a. Ensure and maintain a working environment free of harassment,
5 intimidation, and coercion at all sites, and in all facilities at which the
6 Contractor's employees are assigned to work. The Contractor, where
7 possible, will assign two or more women to each construction project. The
8 Contractor shall specifically ensure that all foremen, superintendents, and
9 other on-site supervisory personnel are aware of and carry out the
10 Contractor's obligation to maintain such a working environment, with
11 specific attention to minority or female individuals working at such sites or
12 in such facilities.
13
- 14 b. Establish and maintain a current list of minority and female recruitment
15 sources, provide written notification to minority and female recruitment
16 sources and to community organizations when the Contractor or its unions
17 have employment opportunities available, and maintain a record of the
18 organizations' responses.
19
- 20 c. Maintain a current file of the names, addresses and telephone numbers of
21 each minority and female off-the-street applicant and minority or female
22 referral from a union, a recruitment source or community organization and
23 of what action was taken with respect to each such individual. If such
24 individual was sent to the union hiring hall for referral and was not referred
25 back to the Contractor by the union or, if referred, not employed by the
26 Contractor, this shall be documented in the file with the reason therefor,
27 along with whatever additional actions the Contractor may have taken.
28
- 29 d. Provide immediate written notification to the Director when the union or
30 unions with which the Contractor has a collective bargaining agreement has
31 not referred to the Contractor a minority person or woman sent by the
32 Contractor, or when the Contractor has other information that the union
33 referral process has impeded the Contractor's efforts to meet its obligations.
34
- 35 e. Develop on-the-job training opportunity and/or participate in training
36 programs for the area which expressly include minorities and women,
37 including upgrading programs and apprenticeship and trainee programs
38 relevant to the Contractor's employment needs, especially those programs
39 funded or approved by the U.S. Department of Labor. The Contractor shall
40 provide notice of these programs to the sources compiled under 7b above.
41
- 42 f. Disseminate the Contractor's EEO policy by providing notice of the policy
43 to unions and training programs and requesting their cooperation in
44 assisting the Contractor in meeting its EEO obligations; by including it in
45 any policy manual and collective bargaining agreement; by publicizing it in
46 the company newspaper, annual report, etc.; by specific review of the policy
47 with all management personnel and with all minority and female employees
48 at least once a year; and by posting the company EEO policy on bulletin
49 boards accessible to all employees at each location where construction
50 work is performed.
51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 1 14. The Contractor shall designate a responsible official to monitor all employment
2 related activity to ensure that the company EEO policy is being carried out, to submit
3 reports relating to the provisions hereof as may be required by the government and
4 to keep records. Records shall at least include, for each employee, their name,
5 address, telephone numbers, construction trade, union affiliation if any, employee
6 identification number when assigned, social security number, race, sex, status (e.g.,
7 mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours
8 worked per week in the indicated trade, rate of pay, and locations at which the work
9 was performed. Records shall be maintained in an easily understandable and
10 retrievable form; however, to the degree that existing records satisfy this requirement,
11 the Contractors will not be required to maintain separate records.
12
- 13 15. Nothing herein provided shall be construed as a limitation upon the application of
14 other laws which establish different standards of compliance or upon the application
15 of requirements for the hiring of local or other area residents (e.g., those under the
16 Public Works Employment Act of 1977 and the Community Development Block Grant
17 Program).
18
- 19 16. Additional assistance for Federal Construction Contractors on contracts
20 administered by Washington State Department of Transportation or by Local
21 Agencies may be found at:

22
23 Washington State Dept. of Transportation
24 Office of Equal Opportunity
25 PO Box 47314
26 310 Maple Park Ave. SE
27 Olympia WA
28 98504-7314
29 Ph: 360-705-7090
30 Fax: 360-705-6801
31 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
32

33 **1-07.11 Requirements for Nondiscrimination**
34 *(October 1, 2020 APWA GSP, Option A)*
35

36 Supplement this section with the following:
37

38 ***Disadvantaged Business Enterprise Participation***

39 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
40 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As
41 such, the requirements of this Contract are to make affirmative efforts to solicit DBEs,
42 provide information on who submitted a Bid or quote and to report DBE participation
43 monthly as described elsewhere in these Contract Provisions. No preference will be
44 included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall
45 be required as a Condition of Award and Bids/Proposals may not be rejected or
46 considered non-responsive on that basis.
47

48 **DBE Abbreviations and Definitions**

49 **Broker** – A business firm that provides a bona fide service, such as professional,
50 technical, consultant or managerial services and assistance in the procurement
51 of essential personnel, facilities, equipment, materials, or supplies required for

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

the performance of the Contract, or, persons/companies who arrange or expedite transactions.

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

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

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

Contract – For this Special Provision only, this definition supplements Section 1-01.3. 49 CFR 26.5 defines contract as: *“... a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.”*

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.

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

Regular Dealer (DBE) – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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 Goals

No DBE goals have been assigned as part of this Contract.

Affirmative Efforts to Solicit DBE Participation

The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.
2. Establish delivery schedules that encourage participation by DBEs and other small businesses.
3. Participate with a DBE as a joint venture.

DBE Eligibility/Selection of DBEs for Reporting Purposes Only

Contractor may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed, and the firm performs a commercially useful function (CUF).

Absent a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and shall be reported as such.

Crediting DBE Participation

All DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

Be advised that although a firm is listed in the directory, there are cases where the listed firm is in a temporary suspension status. The Contractor shall review the OMWBE Suspended DBE Firms list. A DBE firm that is included on this list may not enter into new contracts that count towards participation.

DBE participation is only credited upon payment to the DBE.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

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 equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces. 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.

If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be credited only if the DBE’s Lower-Tier Subcontractor is also a DBE. Work subcontracted to a non-DBE shall not be credited.

Count expenditures toward race/gender-neutral participation only if the DBE is performing a CUF on the contract.

DBE Subcontract and Lower Tier Subcontract Documents

There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE. The subcontract agreement shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers, including lease agreements shall be readily available at the project site for the Engineer review.

DBE Service Provider

The value of fees or commissions charged by a DBE Broker, a DBE 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

Temporary Traffic Control

If the DBE firm is being utilized in the capacity of only “Flagging”, the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

If the DBE firm is being utilized in the capacity of “Traffic Control Services”, the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project. In addition, if the DBE firm utilizes the Contractor’s equipment, such as Transportable Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.

Trucking

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. In situations where the DBE’s work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling.

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

The DBE may lease additional trucks from another DBE firm. The Work that a DBE trucking firm performs with trucks it leases from other certified DBE trucking firms qualify for 100% DBE credit

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project. The DBE may lease trucks from a non-DBE truck leasing company, but can only receive credit as DBE participation if the DBE uses its own employees as drivers.

DBE credit for a truck broker is limited to the fee/commission that the DBE receives for arranging transportation services.

Truck registration and lease agreements shall be readily available at the project site for the Engineer review.

DBE Manufacturer and DBE Regular Dealer

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE Manufacturer can count as DBE participation.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited as DBE participation. If the role of the DBE Regular Dealer is determined to be that of a pass-through, then no DBE credit will be given for its services. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

Regular Dealer DBE firms must be approved before being used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. The Regular Dealer must submit the Regular Dealer Status Request form a minimum of five days prior to being utilized on the specific project.

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Engineer.

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

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

The 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 shall with its own workforce, 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.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

materials and supplies, a DBE must “be responsible for negotiating price, determining quality and quantity, ordering the material and installing and paying for the material itself.” The Contractor shall submit DBE Joint Check Request Form for the Engineer approval prior to using a joint check.

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

Prompt Payment

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

Reporting

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

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

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

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

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.

Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(January 25, 2016)

Required Federal Aid Provisions

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

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

Contractor's Responsibility for Work

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 26, 2021)

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

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

ZiPLY Fiber
Contact: Dennis Keller
595 Pease Road Burlington, WA 98233
Office: (425) 283-1078
dennis.keller@ziply.com

Public Utility District No. 1 of Skagit County
Contact: Mike Demers
1415 Freeway Drive Mount Vernon, WA. 98273
Office and Emergency: (360) 424-7104

1 demers@skagitpud.org
2
3 Puget Sound Energy
4 Contact: Jane Major
5 1660 Park Lane, Burlington, WA 98233
6 (360) 766-5571
7 jane.major@pse.com
8
9 Quest Local Network
10 Contact: Gary for locates (206) 473-0736 or Scott (360) 441-2913
11
12 Comcast
13 Contact: Bill Inama
14 400 Sequoia Drive, Bellingham, WA 98226
15 (360) 527-8243
16 Binama@cable.comcast.com
17
18 Wave Broadband
19 Fiber Contact: Mike Robles
20 511 Morris St #2, La Conner, WA 98257
21 (360) 656-5683
22 mrobles@wavebroadband.com
23
24 Cable Contact: Gary Vervalin
25 511 Morris St #2, La Conner, WA 98257
26 (360) 630-8499
27 gvervalin@wavebroadband.com
28
29 Cascade Natural Gas
30 Contact: Matthew Johnson – Field Operations Coordinator
31 1520 S 2nd Street, Mount Vernon, WA 98273
32 (360) 336-3910
33 Matthew.Johnson@cngc.com
34
35 Utility Location Center (One Call Center) (800) 424-5555 ***
36 ***
37
38
39

40 **Public Liability and Property Damage Insurance**

41
42 **1-07.18 Public Liability and Property Damage Insurance**

43
44 Delete this section in its entirety, and replace it with the following:

45
46 **1-07.18 Insurance**

47 *(January 4, 2016 APWA GSP)*

48
49 **1-07.18(1) General Requirements**

- 50 A. The Contractor shall procure and maintain the insurance described in all subsections of
51 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best
52 rating of not less than A-: VII and licensed to do business in the State of Washington.
53 The Contracting Agency reserves the right to approve or reject the insurance provided,
54 based on the insurer's financial condition.
55

- 1 B. The Contractor shall keep this insurance in force without interruption from the
2 commencement of the Contractor's Work through the term of the Contract and for thirty
3 (30) days after the Physical Completion date, unless otherwise indicated below.
4
- 5 C. If any insurance policy is written on a claims made form, its retroactive date, and that of
6 all subsequent renewals, shall be no later than the effective date of this Contract. The
7 policy shall state that coverage is claims made, and state the retroactive date. Claims-
8 made form coverage shall be maintained by the Contractor for a minimum of 36 months
9 following the Completion Date or earlier termination of this Contract, and the Contractor
10 shall annually provide the Contracting Agency with proof of renewal. If renewal of the
11 claims made form of coverage becomes unavailable, or economically prohibitive, the
12 Contractor shall purchase an extended reporting period ("tail") or execute another form of
13 guarantee acceptable to the Contracting Agency to assure financial responsibility for
14 liability for services performed.
15
- 16 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
17 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
18 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
19 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
20 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
21 with it.
22
- 23 E. The Contractor shall provide the Contracting Agency and all additional insureds with
24 written notice of any policy cancellation, within two business days of their receipt of such
25 notice.
26
- 27 F. The Contractor shall not begin work under the Contract until the required insurance has
28 been obtained and approved by the Contracting Agency
29
- 30 G. Failure on the part of the Contractor to maintain the insurance as required shall
31 constitute a material breach of contract, upon which the Contracting Agency may, after
32 giving five business days' notice to the Contractor to correct the breach, immediately
33 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
34 and all premiums in connection therewith, with any sums so expended to be repaid to the
35 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
36 offset against funds due the Contractor from the Contracting Agency.
37
- 38 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
39 of the Contract and no additional payment will be made.
40

41 **1-07.18(2) Additional Insured**

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

- 45 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
46 volunteers
47

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

1
2 For Commercial General Liability insurance coverage, the required additional insured
3 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
4 operations and CG 20 37 10 01 for completed operations.

5
6 **1-07.18(3) Subcontractors**

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

11
12 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
13 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by
14 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
15 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

16
17 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
18 Agency evidence of insurance and copies of the additional insured endorsements of each
19 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

20
21 **1-07.18(4) Verification of Coverage**

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

28
29 Verification of coverage shall include:

- 30 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
31 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
32 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
33 submit a copy of any blanket additional insured clause from its policies instead of a
34 separate endorsement.
35 3. Any other amendatory endorsements to show the coverage required herein.
36 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
37 these requirements – actual endorsements must be submitted.

38
39 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
40 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
41 required on this Project, a full and certified copy of that policy is required when the
42 Contractor delivers the signed Contract for the work.

43
44 **1-07.18(5) Coverages and Limits**

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

50

1 All deductibles and self-insured retentions must be disclosed and are subject to approval by
2 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
3 insured retention shall be the responsibility of the Contractor. In the event an additional
4 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
5 deductibles or self-insured retention shall be the responsibility of the Contractor.
6

7 **1-07.18(5)A Commercial General Liability**

8 Commercial General Liability insurance shall be written on coverage forms at least as broad
9 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
10 operations, stop gap liability, independent contractors, products-completed operations,
11 personal and advertising injury, and liability assumed under an insured contract. There shall
12 be no exclusion for liability arising from explosion, collapse or underground property
13 damage.
14

15 The Commercial General Liability insurance shall be endorsed to provide a per project
16 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
17

18 Contractor shall maintain Commercial General Liability Insurance arising out of the
19 Contractor's completed operations for at least three years following Substantial Completion
20 of the Work.
21

22 Such policy must provide the following minimum limits:

23	\$1,000,000	Each Occurrence
24	\$2,000,000	General Aggregate
25	\$2,000,000	Products & Completed Operations Aggregate
26	\$1,000,000	Personal & Advertising Injury each offence
27	\$1,000,000	Stop Gap / Employers' Liability each accident

28

29 **1-07.18(5)B Automobile Liability**

30 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
31 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
32 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
33 endorsements.
34

35 Such policy must provide the following minimum limit:

36	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

37

38 **1-07.18(5)C Workers' Compensation**

39 The Contractor shall comply with Workers' Compensation coverage as required by the
40 Industrial Insurance laws of the State of Washington.
41

42 **Public Convenience and Safety**

43 ***Construction Under Traffic***

44
45
46 Section 1-07.23(1) is supplemented with the following:

47 **(February 3, 2020)**

48 **Work Zone Clear Zone**

49 The Work Zone Clear Zone (WZCZ) applies during working and nonworking
50 hours. The WZCZ applies only to temporary roadside objects introduced by the
51

1 Contractor's operations and does not apply to preexisting conditions or
 2 permanent Work. Those work operations that are actively in progress shall be in
 3 accordance with adopted and approved Traffic Control Plans, and other contract
 4 requirements.
 5
 6 During nonworking hours equipment or materials shall not be within the WZCZ
 7 unless they are protected by permanent guardrail or temporary concrete barrier.
 8 The use of temporary concrete barrier shall be permitted only if the Engineer
 9 approves the installation and location.
 10
 11 During actual hours of work, unless protected as described above, only
 12 materials absolutely necessary to construction shall be within the WZCZ and
 13 only construction vehicles absolutely necessary to construction shall be allowed
 14 within the WZCZ or allowed to stop or park on the shoulder of the roadway.
 15
 16 The Contractor's nonessential vehicles and employees' private vehicles shall
 17 not be permitted to park within the WZCZ at any time unless protected as
 18 described above.
 19
 20 Deviation from the above requirements shall not occur unless the Contractor
 21 has requested the deviation in writing and the Engineer has provided written
 22 approval.
 23
 24 Minimum WZCZ distances are measured from the edge of traveled way and will
 25 be determined as follows:
 26

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

27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44

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.

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

7
8 Whenever easements or rights of entry have not been acquired prior to advertising,
9 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
10 of the work in areas where right of way, easements or rights of entry have not been
11 acquired until the Engineer certifies to the Contractor that the right of way or easement is
12 available or that the right of entry has been received. If the Contractor is delayed due to
13 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
14 entry or right of way, the Contractor will be entitled to an extension of time. The
15 Contractor agrees that such delay shall not be a breach of contract.

16
17 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
18 includes entry onto easements and private property where private improvements must
19 be adjusted.

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

35

36 **1-08 PROSECUTION AND PROGRESS**

37

38 Add the following new section:

39

40 **1-08.0 Preliminary Matters**

41 (May 25, 2006 APWA GSP)

42

43 **1-08.0(1) Preconstruction Conference**

44 (October 10, 2008 APWA GSP)

45

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

49 1. To review the initial progress schedule;

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

8
9 The Contractor shall prepare and submit at the preconstruction conference the following:

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

13

14 Add the following new section:

15

16 **1-08.0(2) Hours of Work**
17 *(December 8, 2014 APWA GSP)*

18

19 Except in the case of emergency or unless otherwise approved by the Engineer, the
20 normal working hours for the Contract shall be any consecutive 8-hour period between
21 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
22 Contractor desires different than the normal working hours stated above, the request
23 must be submitted in writing prior to the preconstruction conference, subject to the
24 provisions below. The working hours for the Contract shall be established at or prior to
25 the preconstruction conference.

26

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

29

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

35

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

- 38 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
39 Agency for the costs in excess of straight-time costs for Contracting Agency
40 representatives who worked during such times. (The Engineer may require
41 designated representatives to be present during the work. Representatives who
42 may be deemed necessary by the Engineer include, but are not limited to: survey
43 crews; personnel from the Contracting Agency's material testing lab; inspectors;
44 and other Contracting Agency employees or third party consultants when, in the
45 opinion of the Engineer, such work necessitates their presence.)
- 46 2. Considering the work performed on Saturdays, Sundays, and holidays as working
47 days with regard to the contract time.
- 48 3. Considering multiple work shifts as multiple working days with respect to contract
49 time even though the multiple shifts occur in a single 24-hour period.

- 1 4. If a 4-10 work schedule is requested and approved the non working day for the
2 week will be charged as a working day.
- 3 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
4 recorded properly on certified payroll

5
6 **1-08.1 Subcontracting**
7 *(December 19, 2019 APWA GSP, Option A)*

8
9 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
10 submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement
11 between the Contractor and the subcontractor or between the subcontractor and any lower
12 tier subcontractor has been executed. This certification shall also guarantee that these
13 subcontract agreements include all the documents required by the Special Provision Federal
14 Agency Inspection.

15
16 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under
17 the contract until the following documents have been completed and submitted to the
18 Engineer:

- 19
20 1. Request to Sublet Work (WSDOT Form 421-012), and
21 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
22 Projects (WSDOT Form 420-004).

23
24 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
25 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress
26 payment until every Subcontractor and lower tier Subcontractor's retainage has been
27 released.

28
29 The ninth paragraph, beginning with "On all projects, ..." is revised to read:

30
31 The Contractor shall certify to the actual amount received from the Contracting Agency
32 and amounts paid to all firms that were used as Subcontractors, lower tier
33 subcontractors, manufacturers, regular dealers, or service providers on the Contract.
34 This includes all Disadvantaged, Minority, Small, Veteran or Women's Business
35 Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis
36 each month between Execution of the Contract and Physical Completion of the Contract
37 using the application available at: <https://wsdot.diversitycompliance.com>. A monthly
38 report shall be submitted for every month between Execution of the Contract and
39 Physical Completion regardless of whether payments were made or work occurred.

40
41 **Progress Schedule**

42
43 **1-08.3(2)A Type A Progress Schedule**
44 *(March 13, 2012 APWA GSP)*

45
46 Revise this section to read:

47
48 The Contractor shall submit 3 (three) copies of a Type A Progress Schedule no later than
49 at the preconstruction conference, or some other mutually agreed upon submittal time.
50 The schedule may be a critical path method (CPM) schedule, bar chart, or other standard
51 schedule format. Regardless of which format used, the schedule shall identify the critical

1 path. The Engineer will evaluate the Type A Progress Schedule and approve or return the
2 schedule for corrections within 15 calendar days of receiving the submittal.

3

4 **1-08.4 Prosecution of Work**

5

6 Delete this section and replace it with the following:

7

8 **1-08.4 Notice to Proceed and Prosecution of Work**

9 *(July 23, 2015 APWA GSP)*

10

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

20

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

28

29 **1-08.5 Time for Completion**

30

31 Section 1-08.5 is supplemented with the following:

32

33 (March 13, 1995)

34 This project shall be physically completed within 10 (ten) working days.

35

36 **1-08.5 Time for Completion**

37 *(November 30, 2018 APWA GSP, Option A)*

38

39 Revise the third and fourth paragraphs to read:

40

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

42

43 Each working day shall be charged to the contract as it occurs, until the contract work is
44 physically complete. If substantial completion has been granted and all the authorized
45 working days have been used, charging of working days will cease. Each week the
46 Engineer will provide the Contractor a statement that shows the number of working days:
47 (1) charged to the contract the week before; (2) specified for the physical completion of
48 the contract; and (3) remaining for the physical completion of the contract. The
49 statement will also show the nonworking days and any partial or whole day the Engineer
50 declares as unworkable. Within 10 calendar days after the date of each statement, the
51 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
52 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to

1 ascertain the basis and amount of time disputed. By not filing such detailed protest in
2 that period, the Contractor shall be deemed as having accepted the statement as
3 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
4 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be
5 charged as a working day then the fifth day of that week will be charged as a working
6 day whether or not the Contractor works on that day.
7

8 Revise the sixth paragraph to read:
9

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

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

33
34 **1-08.9 Liquidated Damages**
35 *(March 3, 2021 APWA GSP, Option A)*
36

37 Replace Section 1-08.9 with the following:
38

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

43
44 Accordingly, the Contractor agrees:
45

- 46 1. To pay liquidated damages in the amount of *** \$1,000 *** for each working
47 day beyond the number of working days established for Physical Completion,
48 and
49

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

- 2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

Measurement and Payment

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.7 Mobilization
(December 10, 2020 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

- 1 1. When 5 percent of the total original Bid Schedule amount is earned from other
2 Contract items on that original Bid Schedule, excluding amounts paid for materials
3 on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule,
4 5 percent of the total of that original Bid Schedule, or 5 percent of the total original
5 Contract amount, whichever is the least, will be paid.
- 6 2. When 10 percent of the total original Bid Schedule amount is earned from other
7 Contract items on that original Bid Schedule, excluding amounts paid for materials
8 on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule,
9 10 percent of the total of that original Bid Schedule, or 10 percent of the total
10 original Contract amount, whichever is the least, will be paid.
- 11 3. When the Substantial Completion Date has been established for the project,
12 payment of any remaining amount Bid for mobilization will be paid.

13
14 Nothing herein shall be construed to limit or preclude partial payments otherwise provided
15 by the Contract.

16 17 **1-09.9 Payments**

18 *(March 13, 2012 APWA GSP)*

19
20 Delete the first four paragraphs and replace them with the following:

21
22 The basis of payment will be the actual quantities of Work performed according to the
23 Contract and as specified for payment.

24
25 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
26 Preconstruction Conference, to enable the Project Engineer to determine the Work
27 performed on a monthly basis. A breakdown is not required for lump sum items that
28 include a basis for incremental payments as part of the respective Specification. Absent
29 a lump sum breakdown, the Project Engineer will make a determination based on
30 information available. The Project Engineer's determination of the cost of work shall be
31 final.

32
33 Progress payments for completed work and material on hand will be based upon
34 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
35 established at the preconstruction conference.

36
37 The initial progress estimate will be made not later than 30 days after the Contractor
38 commences the work, and successive progress estimates will be made every month
39 thereafter until the Completion Date. Progress estimates made during progress of the
40 work are tentative, and made only for the purpose of determining progress payments.
41 The progress estimates are subject to change at any time prior to the calculation of the
42 final payment.

43
44 The value of the progress estimate will be the sum of the following:

- 45 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
46 work completed multiplied by the unit price.
- 47 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
48 breakdown for that item, or absent such a breakdown, based on the Engineer's
49 determination.

- 1 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
2 or other storage area approved by the Engineer.
3 4. Change Orders — entitlement for approved extra cost or completed extra work as
4 determined by the Engineer.
5

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

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

11

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

16

17 ***Retainage***

18

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

20

21 **(June 27, 2011)**

22

23 **Vacant**

24 **1-09.11(3) Time Limitation and Jurisdiction**

25

26 *(November 30, 2018 APWA GSP)*

27 Revise this section to read:

28

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

43

44 **1-09.13(3) Claims \$250,000 or Less**

45

46 *(October 1, 2005 APWA GSP)*

47 Delete this section and replace it with the following:

48

49 The Contractor and the Contracting Agency mutually agree that those claims that total
50 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by

1 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
2 agree in writing to resolve the claim through binding arbitration.

3
4 **1-09.13(3)A Administration of Arbitration**
5 *(November 30, 2018 APWA GSP)*

6
7 Revise the third paragraph to read:

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

16
17 **Temporary Traffic Control**

18
19 **Traffic Control Management**

20
21 ***General***

22
23 Section 1-10.2(1) is supplemented with the following:

24
25 (September 7, 2021)

26 The Traffic Control Supervisor shall be certified by one of the following:

27
28 The Northwest Laborers-Employers Training Trust
29 27055 Ohio Ave.
30 Kingston, WA 98346
31 (360) 297-3035
32 <https://www.nwlett.edu>

33
34 Evergreen Safety Council
35 12545 135th Ave. NE
36 Kirkland, WA 98034-8709
37 1-800-521-0778
38 <https://www.esc.org>

39
40 The American Traffic Safety Services Association
41 15 Riverside Parkway, Suite 100
42 Fredericksburg, Virginia 22406-1022
43 Training Dept. Toll Free (877) 642-4637
44 Phone: (540) 368-1701
45 <https://altssa.com/training>

46
47 Integrity Safety
48 13912 NE 20th Ave.
49 Vancouver WA 98686
50 (360) 574-6071
51 <https://www.integritysafety.com>
52

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

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

1-10.4 Measurement

Reinstating Unit Items With Lump Sum Traffic Control

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

(August 2, 2004)
The bid proposal contains the item “Project Temporary Traffic Control,” lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

- “Flaggers” per hour
- “Traffic Control Supervisor” lump sum

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

**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 **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 **(September 13, 2021)**

2 **Standard Plans**

3 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-
4 01, effective September 13, 2021, is made a part of this contract.

5
6 The Standard Plans are revised as follows:

7
8 B-90.40
9 Valve Detail – DELETED

10
11 C-8
12 DELETED

13
14 C-8A
15 DELETED

16
17 C-60.10
18 Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED
19 FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN
20 ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3

21
22 Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown
23 on Standard Plan C-60.15.”

24
25 C-85.16
26 DELETED

27
28 C-85.20
29 DELETED

30
31 D-10.10
32 Wall Type 1 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 Bridge Design Manual (BDM) and the revisions
35 stated in the 11/3/15 Bridge Design memorandum.

36
37 D-10.15
38 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
39 barriers attached on top of the wall are considered non-standard and shall be designed
40 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15
41 Bridge Design memorandum.

42
43 D-10.30
44 Wall Type 5 may be used in all cases.

45
46 D-10.35
47 Wall Type 6 may be used in all cases.

48
49 D-10.40
50 Wall Type 7 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 11/3/15
2 Bridge Design memorandum.
3
4 D-10.45
5 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
6 barriers attached on top of the wall are considered non-standard and shall be designed
7 in accordance with the current WSDOT BDM and the revisions stated in the revisions
8 stated in the 11/3/15 Bridge Design memorandum.
9
10 D-15.10
11 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
12 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
13 in place of these STD Plans.
14
15 D-15.20
16 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
17 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
18 in place of these STD Plans.
19
20 D-15.30
21 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
22 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
23 in place of these STD Plans.
24
25 G-90.11
26 DELETED
27
28 G-90.40
29 DELETED
30
31 J-20.26
32 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
33 post."
34
35 J-20.16
36 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
37
38 J-21.10
39 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS
40 ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO
41 READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER
42 ASSEMBLY"
43 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top
44 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from
45 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find
46 2 # 4 reinf. Bar.
47 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top
48 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
49 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find
50 1 # 4 reinf. Bar.
51 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top
52 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from

1 the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find
2 2 # 4 reinf. Bar.
3 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top
4 of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from
5 the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find
6 1 # 4 reinf. Bar.
7 Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping
8 Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam.
9 Torque Clamping Bolts (see Note 1)”
10 Detail F, callout, “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is
11 revised to read; “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”
12

13 J-21.15

14 Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE
15 NIPPLE ~ 1 ½” (IN) DIAM.
16

17 J-21.16

18 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE
19

20 J-22.15

21 Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”
22 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE
23 NIPPLE ~ 1 ½” (IN) DIAM.
24

25 J-40.10

26 Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S.
27 FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2”
28 (IN) S. S. FLAT WASHER”
29

30 J-40.36

31 Note 1, second sentence; “Finish shall be # 2B for backbox and # 4 for the cover.” Is
32 revised to read; “Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
33 Pickled) for the cover.
34

35 J-40.37

36 Note 1, second sentence; “Finish shall be # 2B for backbox and # 4 for the cover.” Is
37 revised to read; “Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
38 Pickled) for the cover.
39

40 J-75.20

41 Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel
42 Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with
43 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel
44 bands and associated hardware.”
45

46 The following are the Standard Plan numbers applicable at the time this project was
47 advertised. The date shown with each plan number is the publication approval date
48 shown in the lower right-hand corner of that plan. Standard Plans showing different dates
49 shall not be used in this contract.
50

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.40-01.....8/17/21

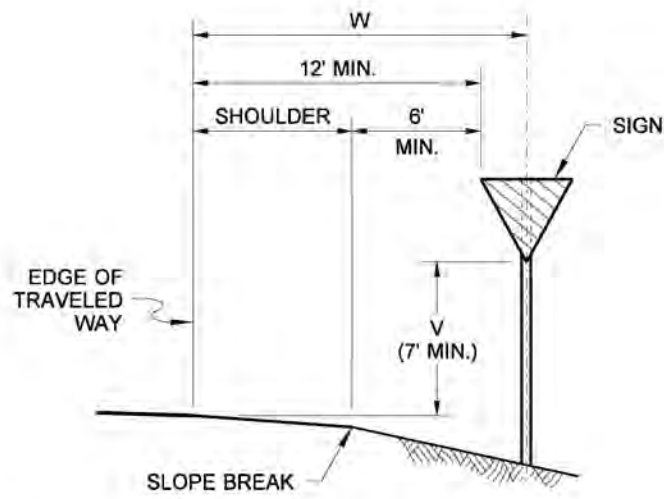
	A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
	A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
	A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
1	A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07
	B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
	B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....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-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
	B-10.70-02.....8/17/21	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-55.20-03.....8/17/21	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-95.20-02.....8/17/21
	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		
2	C-1.....9/9/20	C-22.16-07.....9/16/20	C-60.70-00.....9/24/20
	C-1b.....9/9/20	C-22.40-08.....9/16/20	C-60.80-00.....8/17/21
	C-1d.....10/31/03	C-22.45-05.....9/16/20	C-70.15-00.....8/17/21
	C-2c.....8/12/19	C-23.60-04.....7/21/17	C-70.10-03.....8/20/21
	C-4f.....8/12/19	C-24.10-02.....8/12/19	C-75.10-02.....9/16/20
	C-6a.....10/14/09	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
	C-7.....6/16/11	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
	C-7a.....6/16/11	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
	C-8.....2/10/09	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
	C-8a.....7/25/97	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
	C-20.10-07.....8/20/21	C-60.10-01.....9/24/20	C-80.40-01.....6/11/14
	C-20.14-04.....8/12/19	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
	C-20.15-02.....6/11/14	C-60.20-00.....9/24/20	C-85.11-01.....9/16/20
	C-20.18-03.....8/12/19	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
	C-20.40-08.....8/20/21	C-60.40-00.....8/17/21	C-85-18-02.....8/20/21
	C-20.41-03.....8/20/21	C-60.45-00.....8/17/21	
	C-20.42-05.....7/14/15	C-60.50-00.....8/17/21	
	C-20.45.02.....8/12/19	C-60.60-00.....8/17/21	
3	D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-10.10-01.....12/2/08
	D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.15-01.....12/2/08
	D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.20-01.....8/7/19
	D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.25-01.....8/7/19
	D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.30-00.....7/8/08
	D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.35-00.....7/8/08
	D-2.46-02.....8/13/21	D-3.11-03.....6/11/14	D-10.40-01.....12/2/08

	D-2.60-00.....11/10/05	D-3.15-02.....6/10/13	D-10.45-01.....12/2/08
	D-2.62-00.....11/10/05	D-3.16-02.....5/29/13	
	D-2.64-01.....1/6/09	D-3.17-02.....5/9/16	
	D-2.66-00.....11/10/05	D-4.....12/11/98	
	D-2.68-00.....11/10/05	D-6.....6/19/98	
1	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
2	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-45.10-03.....8/13/21
	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	
3	G-10.10-00.....9/20/07	G-26.10-00.....7/31/19	
	G-20.10-03.....8/20/21	G-30.10-04.....6/23/15	
	G-22.10-04.....6/28/18	G-50.10-03.....6/28/18	
	G-24.10-00.....11/8/07	G-90.10-03.....7/11/17	
	G-24.20-01.....2/7/12	G-90.20-05.....7/11/17	
	G-24.30-02.....6/28/18	G-90.30-04.....7/11/17	
	G-24.40-07.....6/28/18	G-95.10-02.....6/28/18	
	G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
	G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
	G-25.10-05.....9/16/20		
4	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
5	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
6	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-10.16-02.....8/18/21	J-28.60-03.....8/27/21	J-75.41-01.....6/29/16
	J-10.17-02.....8/18/21	J-28.70-03.....7/21/17	J-75.45-02.....6/1/16
	J-10.18-02.....8/18/21	J-29.10-01.....7/21/16	J-80.10-01.....8/18/21
	J-10.20-04.....8/18/21	J-29.15-01.....7/21/16	J-80.12-00.....8/18/21
	J-10.21-02.....8/18/21	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
	J-10.22-02.....8/18/21	J-30.10-00.....6/18/15	J-81.10-02.....8/18/21
	J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
	J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-86.10-00.....6/28/18
	J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.10-03.....6/28/18
	J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.20-03.....6/28/18
	J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.21-02.....6/28/18

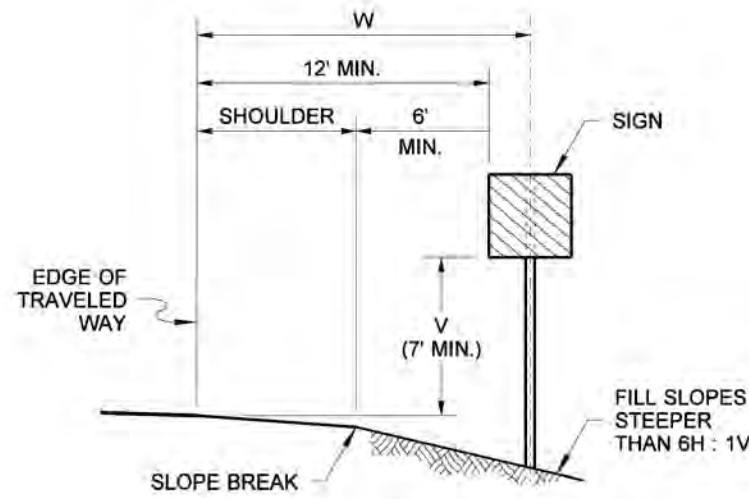
	J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	J-90.50-00.....6/28/18
	J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
	J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
	J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
	J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
	J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
	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		
1	K-70.20-01.....6/1/16	K-80.35-01.....9/16/20	
	K-80.10-02.....9/25/20	K-80.37-01.....9/16/20	
	K-80.20-00.....12/20/06		
	K-80.32-00.....8/17/21		
	K-80.34-00.....8/17/21		
2	L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
	L-30.10-02.....6/11/14		
3	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-60.20-03.....8/17/21
	M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
	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	
4			
5			

APPENDIX A
Standard Plans

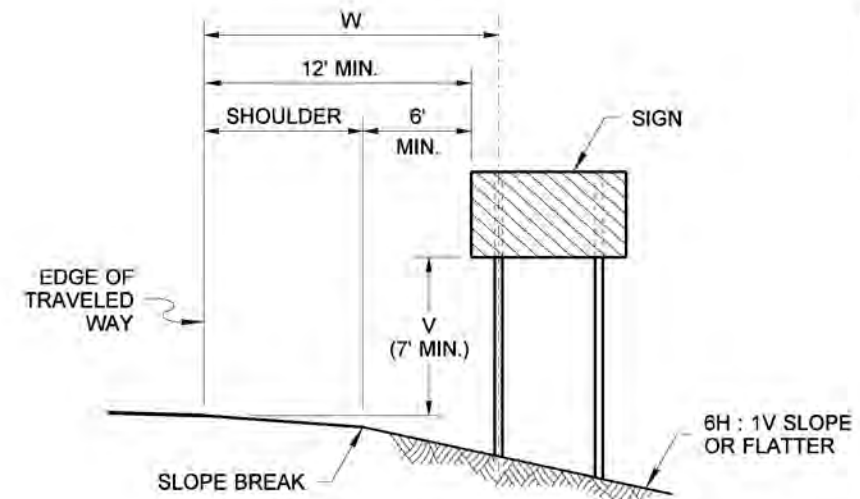
DRAWN BY: FERN LIDDELL



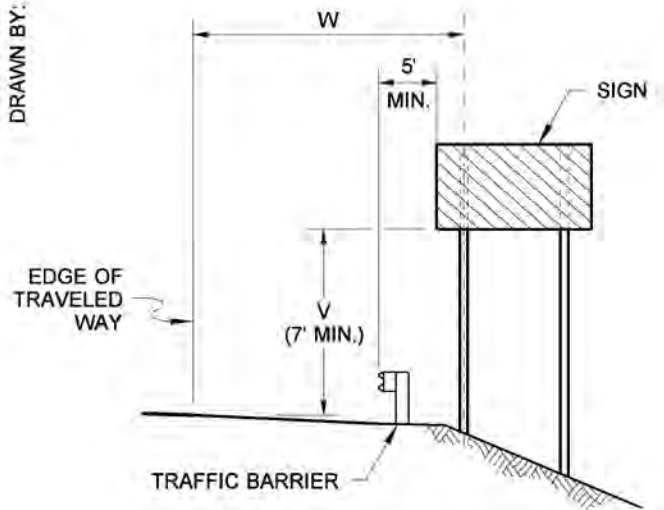
SIGN INSTALLATION IN FILL SECTION



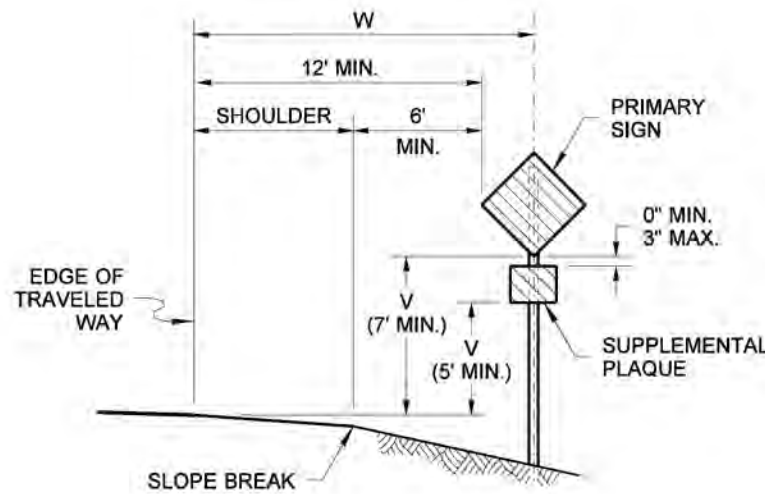
SIGN INSTALLATION ON STEEP FILL SLOPES



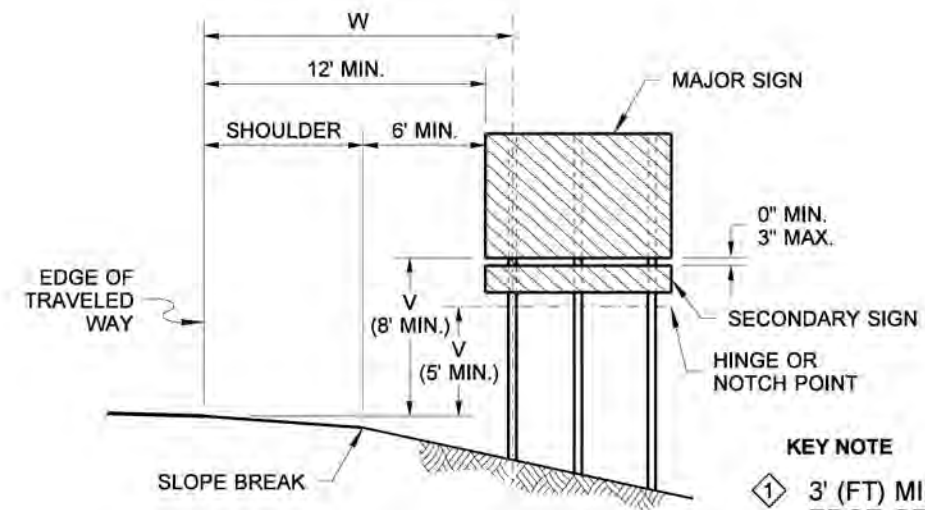
MULTIPLE SIGN POST INSTALLATION IN FILL SECTION



SIGN INSTALLATION BEHIND TRAFFIC BARRIER

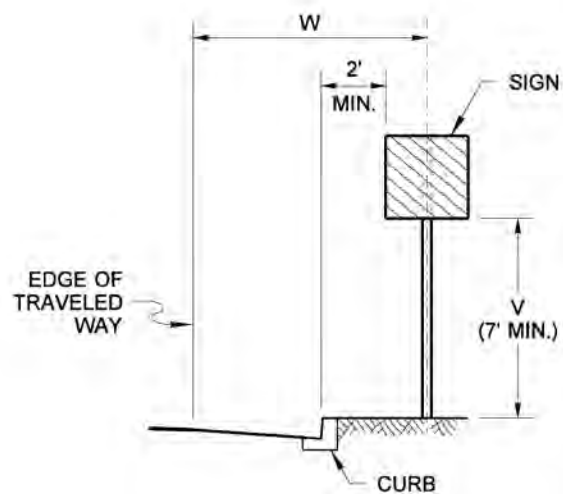


SIGN WITH SUPPLEMENTAL PLAQUE INSTALLATION IN FILL SECTION

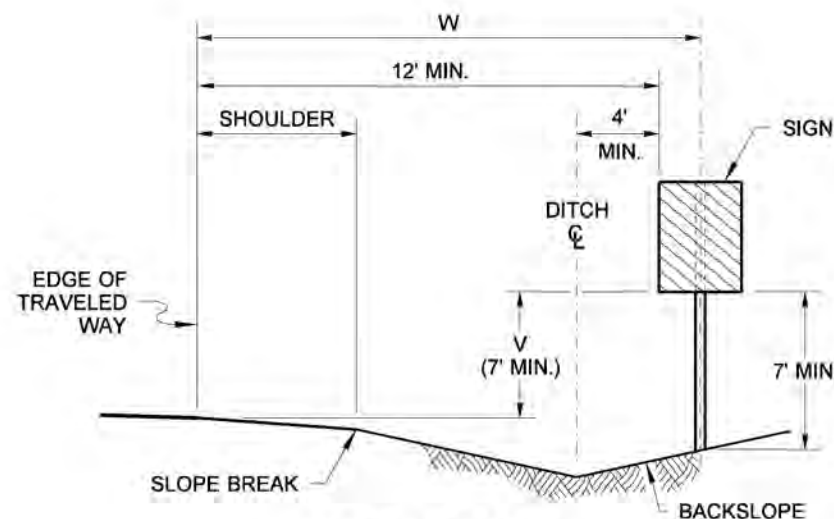


GUIDE OR DIRECTIONAL SIGN WITH SECONDARY SIGN INSTALLATION ON EXPRESSWAYS AND FREEWAYS

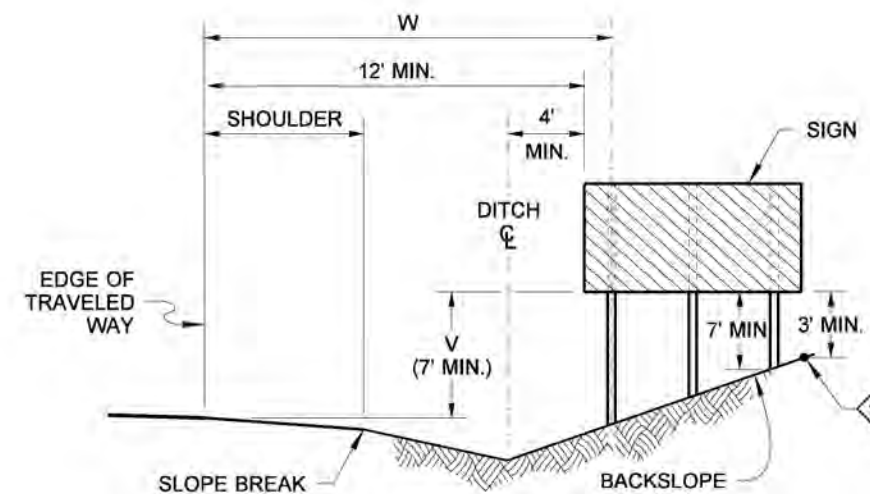
KEY NOTE
 ① 3' (FT) MIN. FROM ANY POINT ALONG BOTTOM EDGE OF SIGN PANEL TO THE GROUND



SIGN INSTALLATION IN CURB SECTION



SIGN INSTALLATION IN DITCH SECTION



MULTIPLE SIGN POST INSTALLATION IN DITCH SECTION

NOTES

1. Refer to the Sign Specification Sheet of the Contract for the 'V' and 'W' distances.
2. The minimum vertical distance from the bottom of the sign to the ground shall not be less than 7' (ft) for signs located within the Design Clear Zone.



Aug 20, 2021

GROUND MOUNTED SIGN PLACEMENT

STANDARD PLAN G-20.10-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

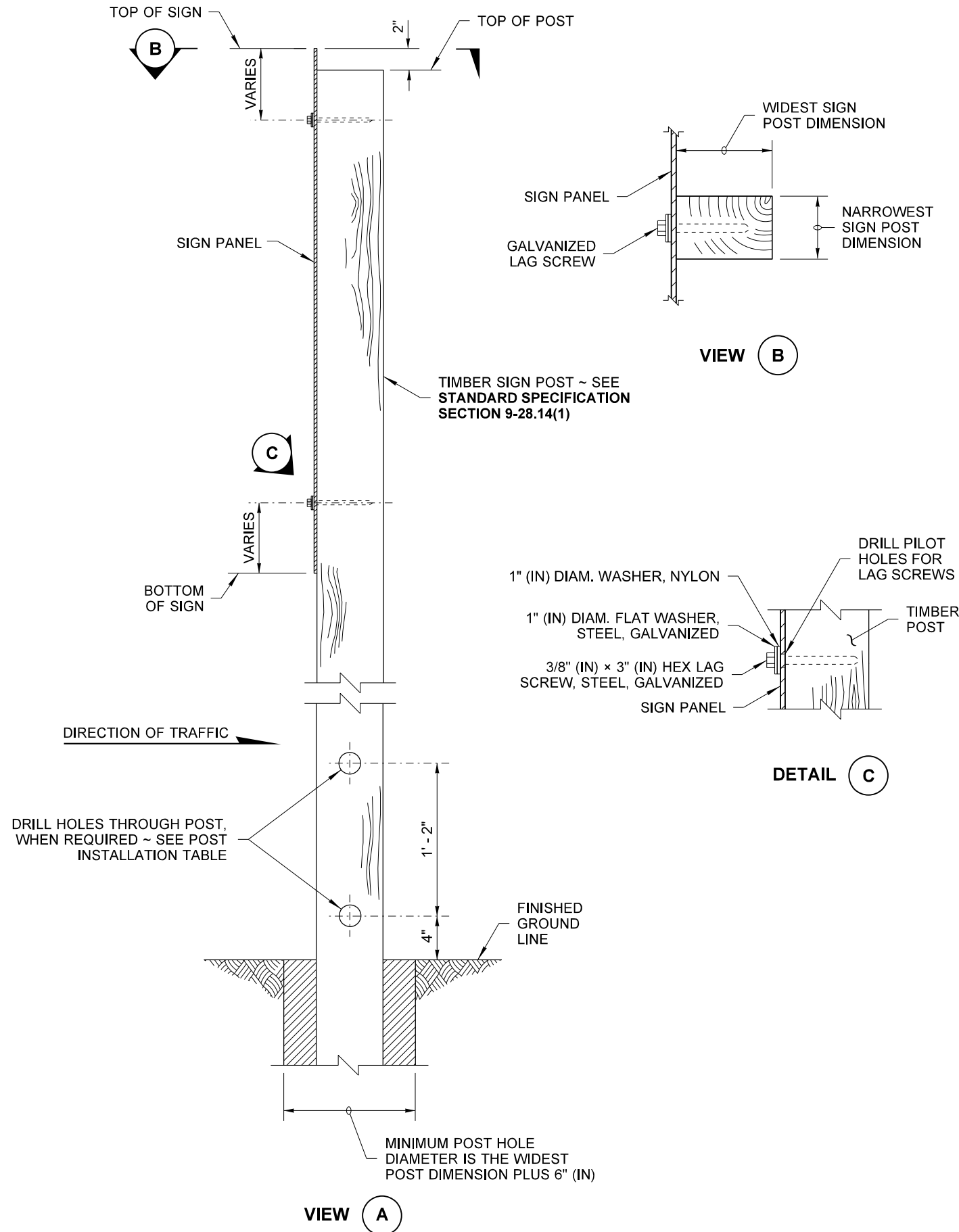
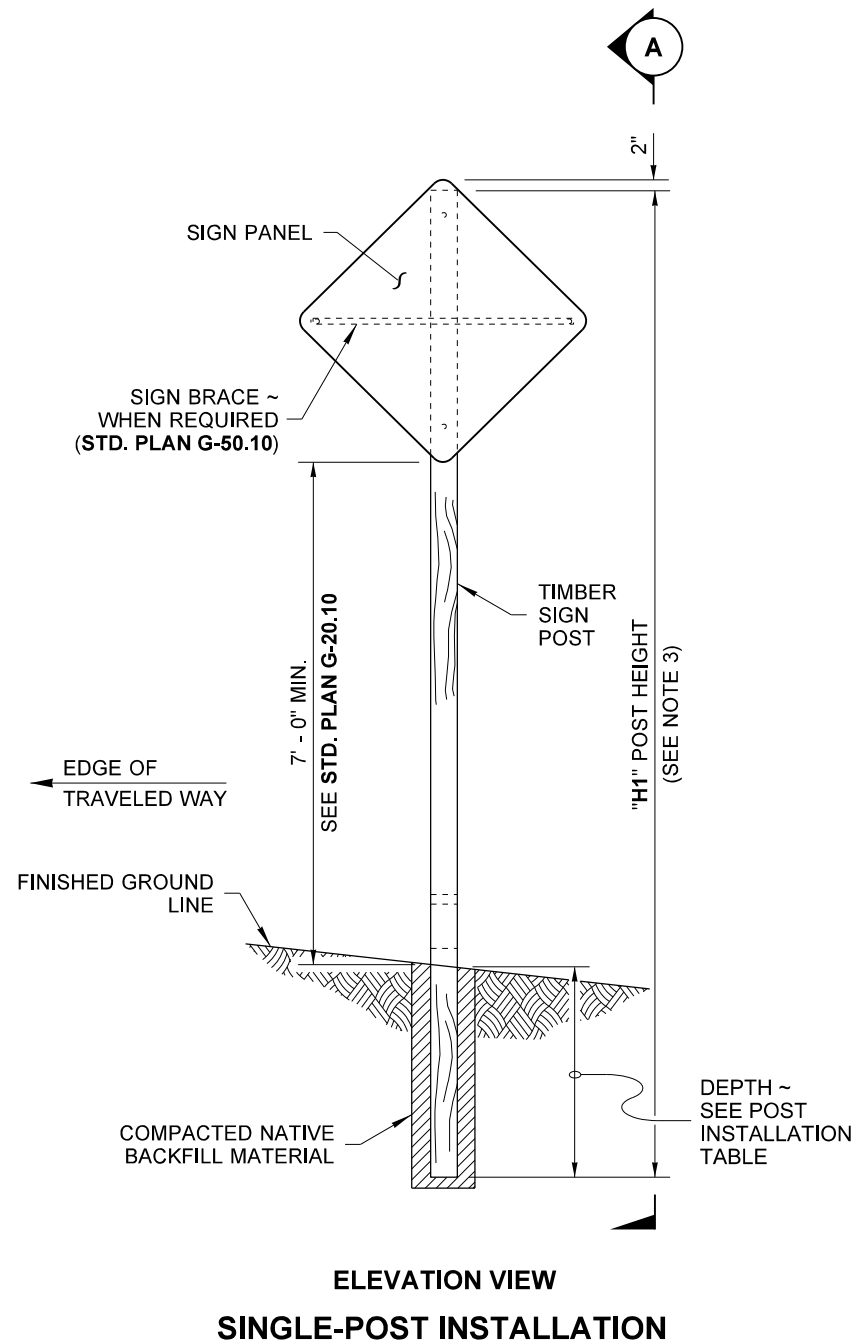
[Signature]

Aug 20, 2021

STATE DESIGN ENGINEER

Washington State Department of Transportation

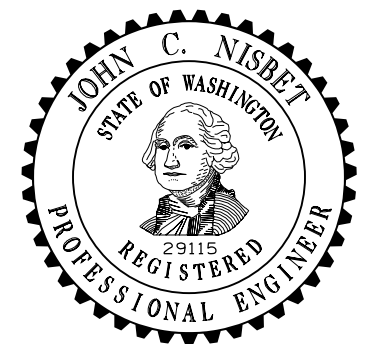
DRAWN BY: BILL BERENS



NOTES

1. Notch is only required with multiple post installations.
2. 6×10, 8×10, and 6×12 Timber Sign Posts cannot be made breakaway and do not have holes or notches. These posts shall not be installed within the Design Clear Zone. They may be installed behind traffic barrier.
3. For "X", "Y", "H1", "H2", "H3", and "H4", refer to the Sign Specification Sheet in the Contract.
4. For 6×6 posts and larger, 7' (ft) minimum spacing is required between posts.
5. All materials shall meet the requirements of **Standard Specification Section 9-28**.

POST INSTALLATION TABLE			
POST SIZE (NOM.)	DEPTH	HOLE DIAMETER	NOTCH DEPTH (SEE NOTE 1)
4×4	3' - 0"	NOT REQ'D	NOT REQ'D
4×6	4' - 0"	1 1/2"	1 1/2"
6×6	4' - 0"	2" SEE NOTES 3 & 4	2" SEE NOTES 3 & 4
6×8	5' - 0"	3" SEE NOTES 3 & 4	3" SEE NOTES 3 & 4
6×10	6' - 0"	SEE NOTE 2	SEE NOTE 2
8×10	6' - 0"	SEE NOTE 2	SEE NOTE 2
6×12	7' - 0"	SEE NOTE 2	SEE NOTE 2



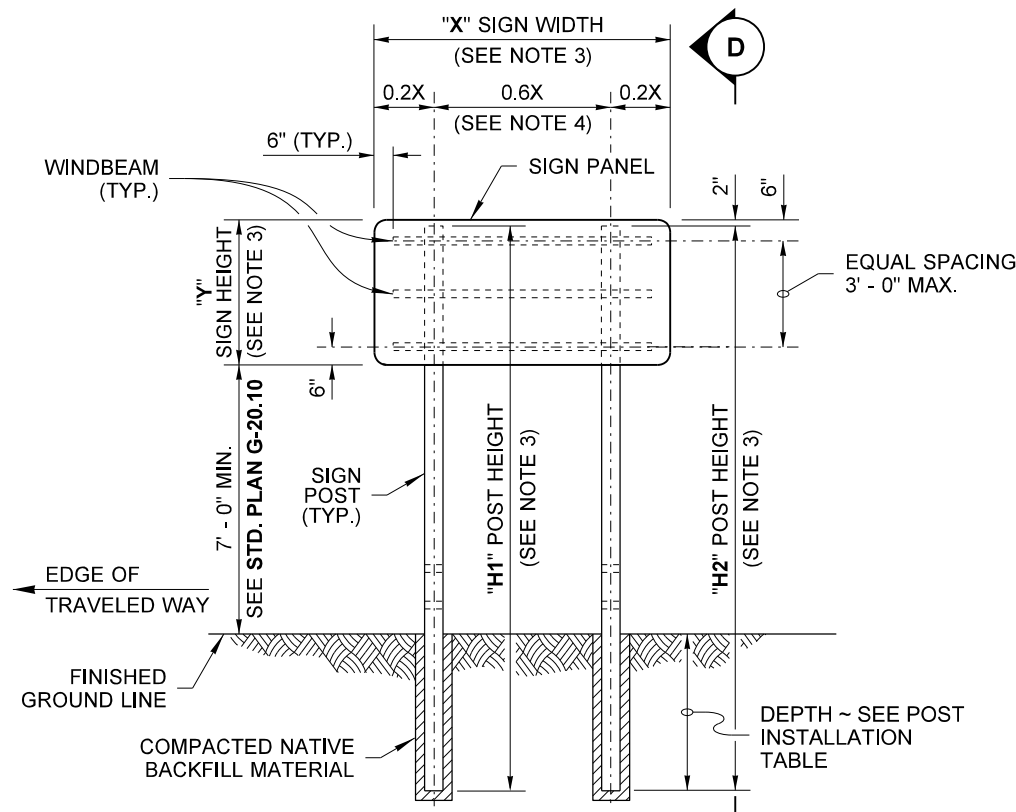
**TIMBER SIGN SUPPORT
STANDARD PLAN G-22.10-04**

SHEET 1 OF 3 SHEETS

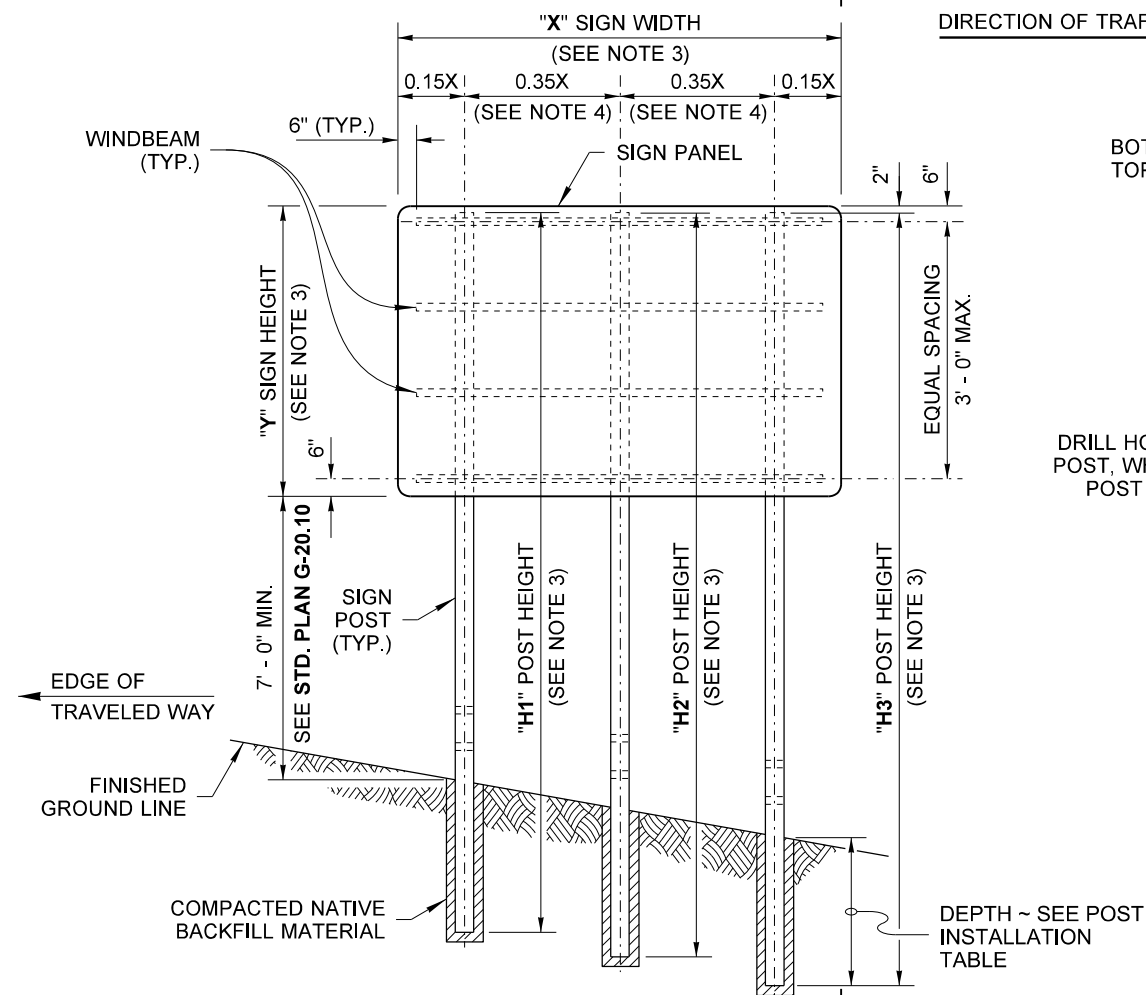
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER
Washington State Department of Transportation

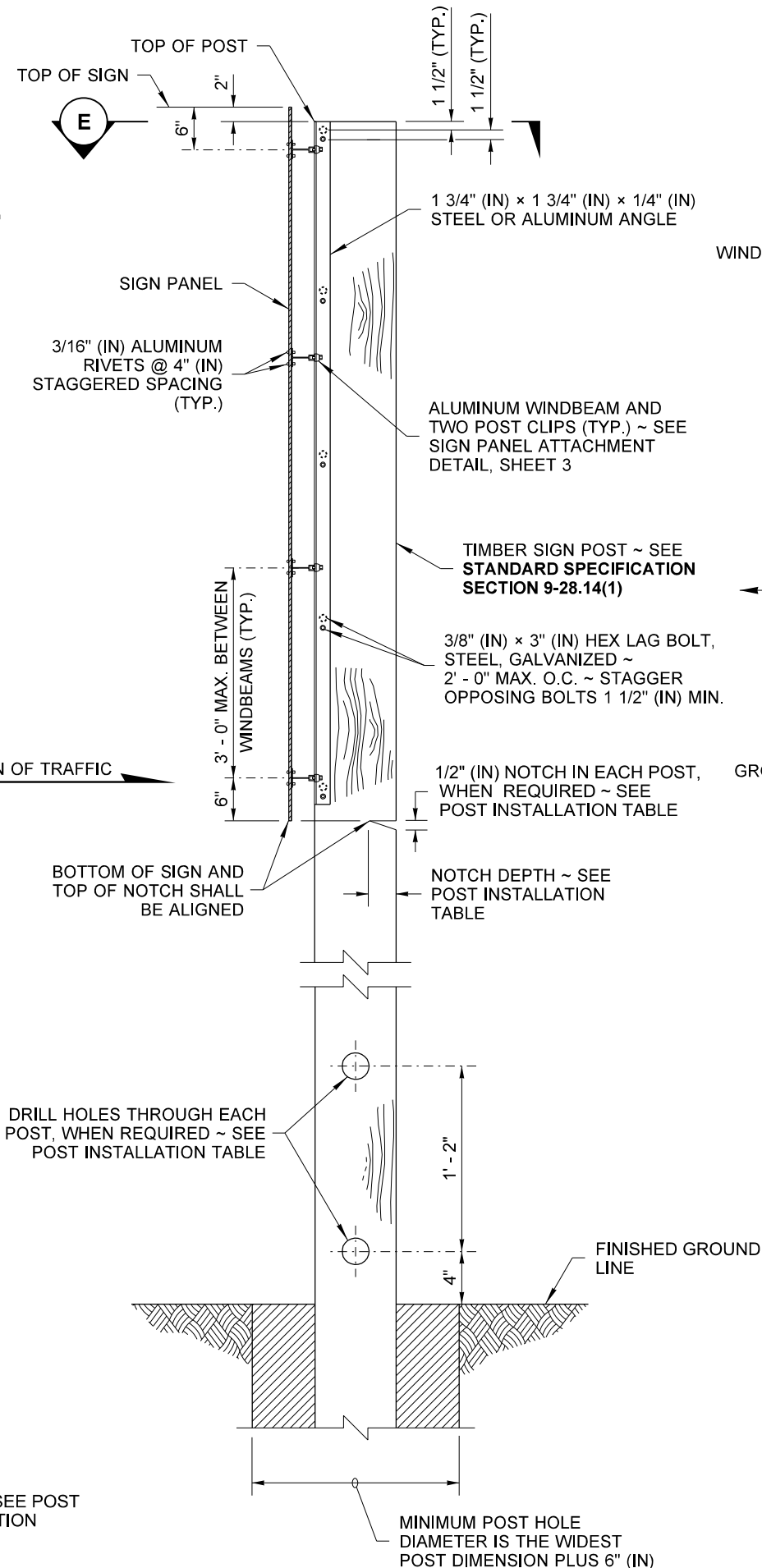
DRAWN BY: BILL BERENS



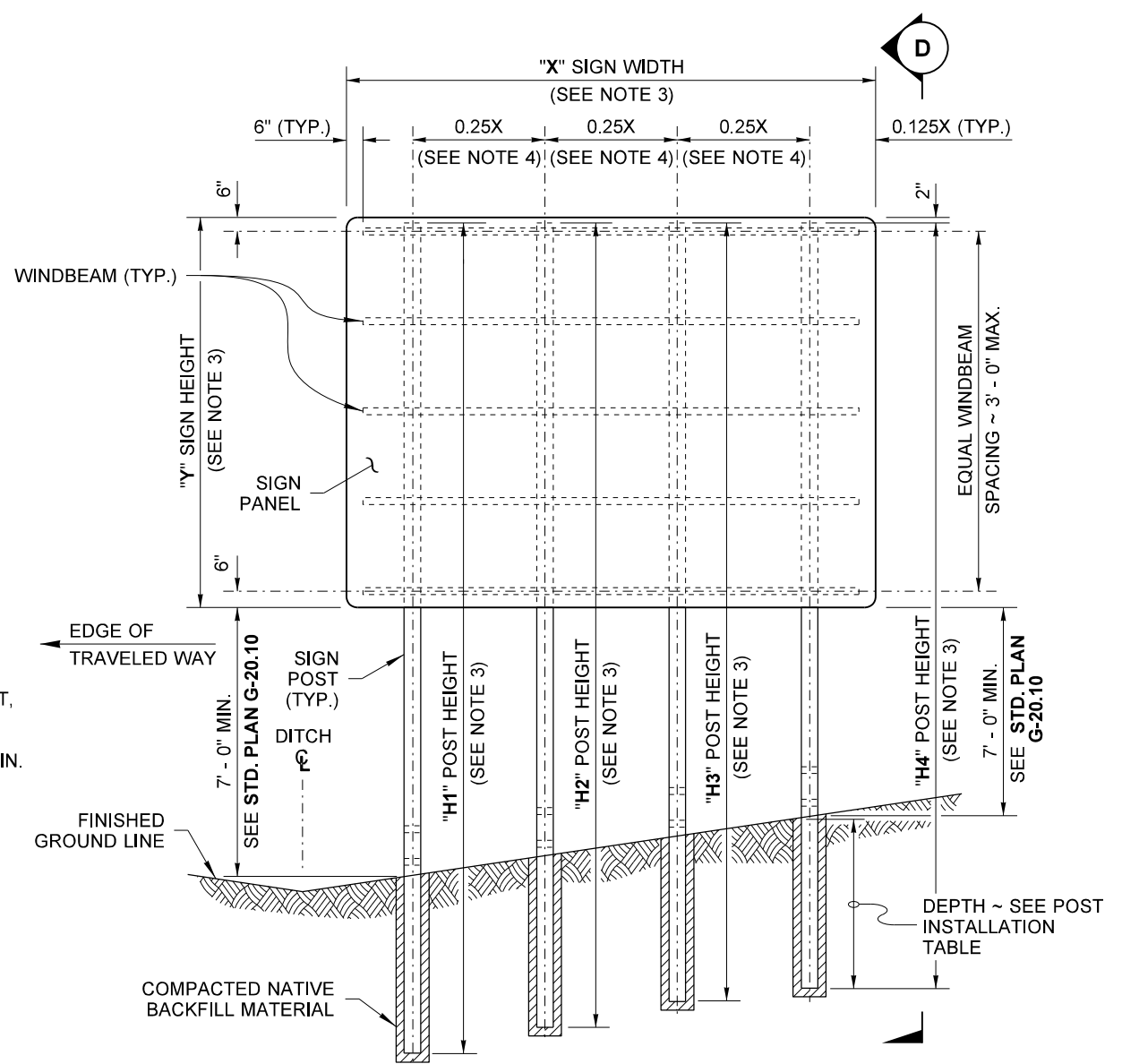
TWO-POST INSTALLATION



THREE-POST INSTALLATION



VIEW D



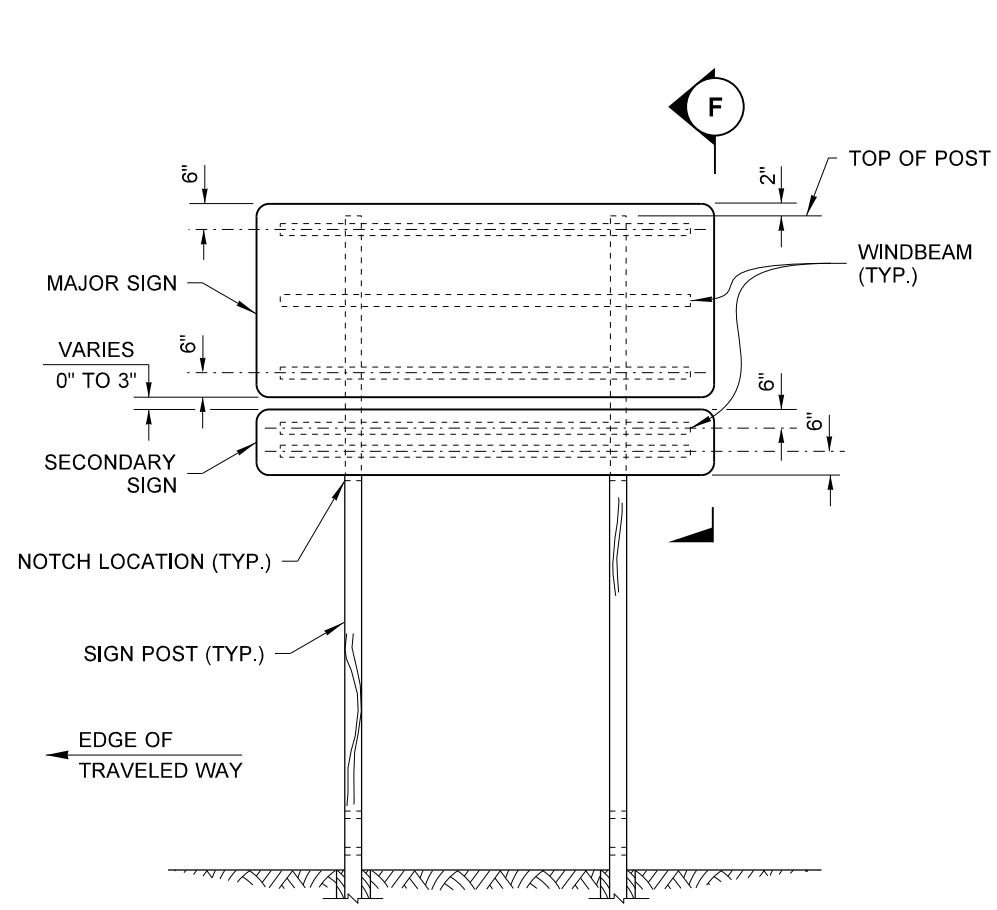
TIMBER SIGN SUPPORT
STANDARD PLAN G-22.10-04

SHEET 2 OF 3 SHEETS

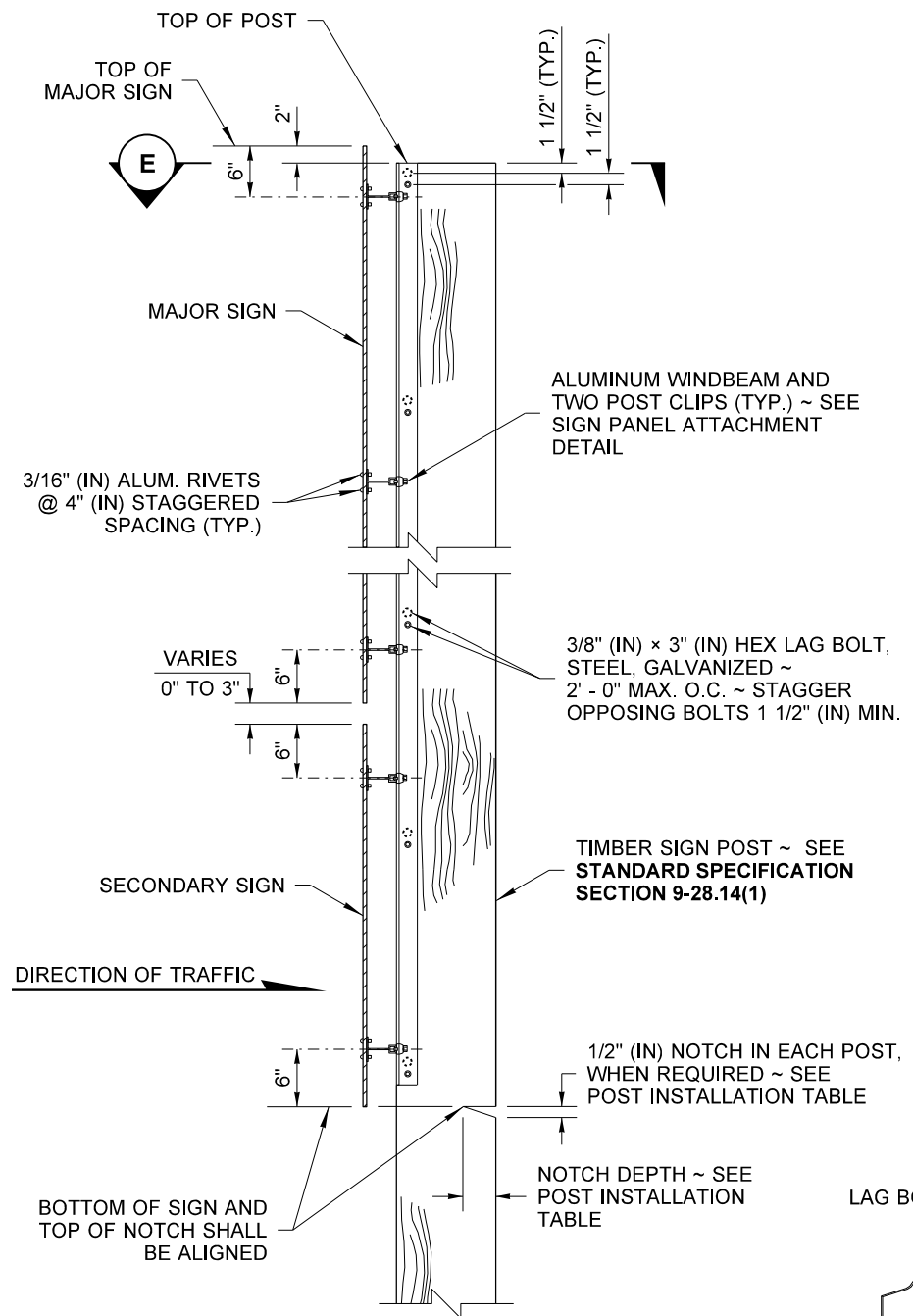
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER
 Washington State Department of Transportation

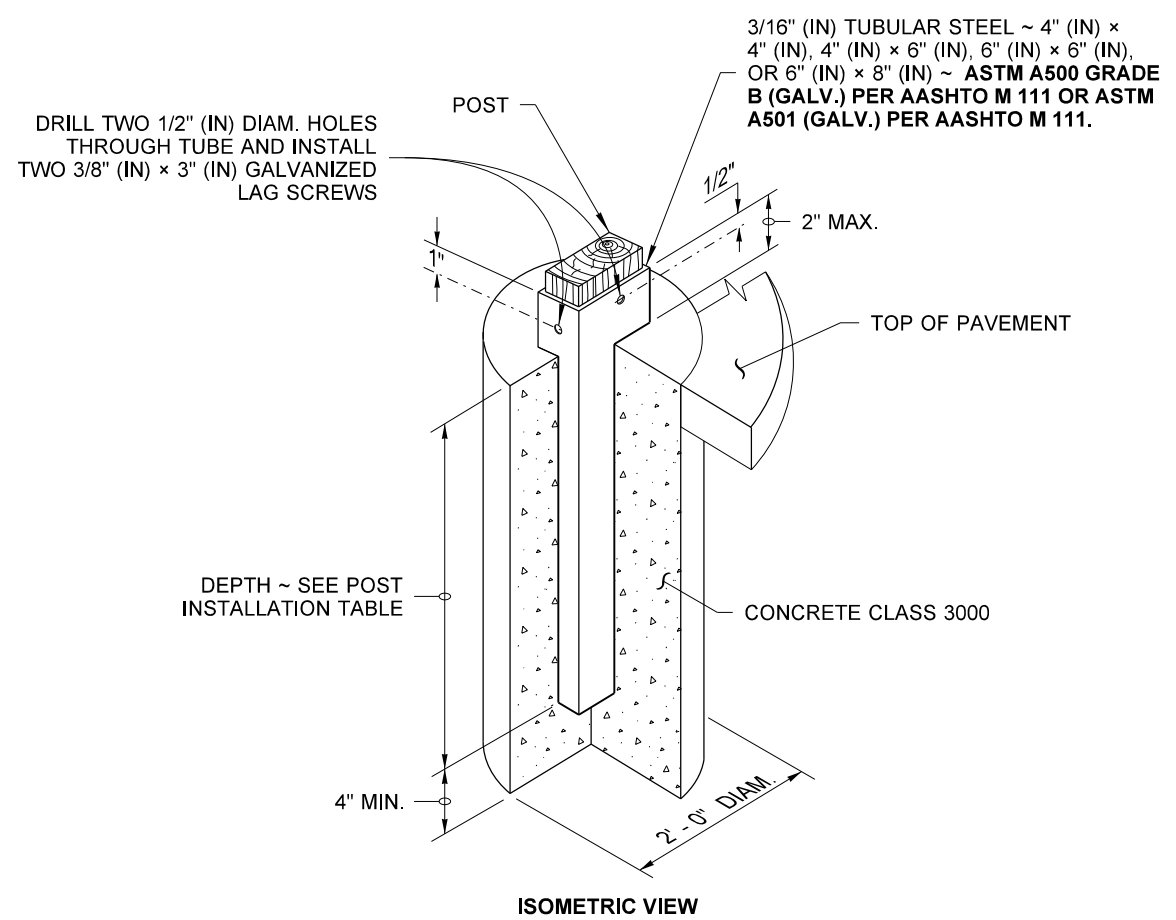
DRAWN BY: BILL BERENS



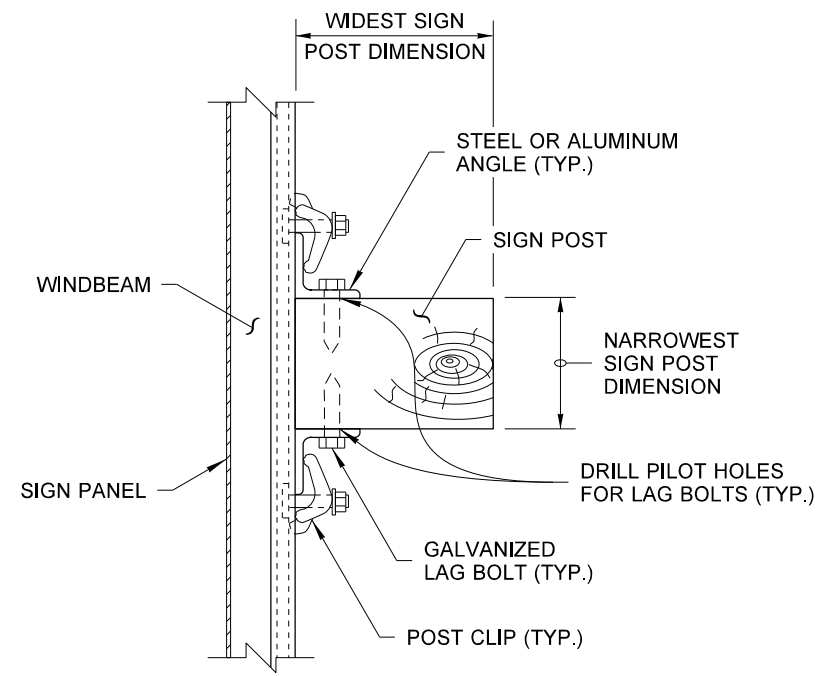
MAJOR AND SECONDARY SIGN INSTALLATION



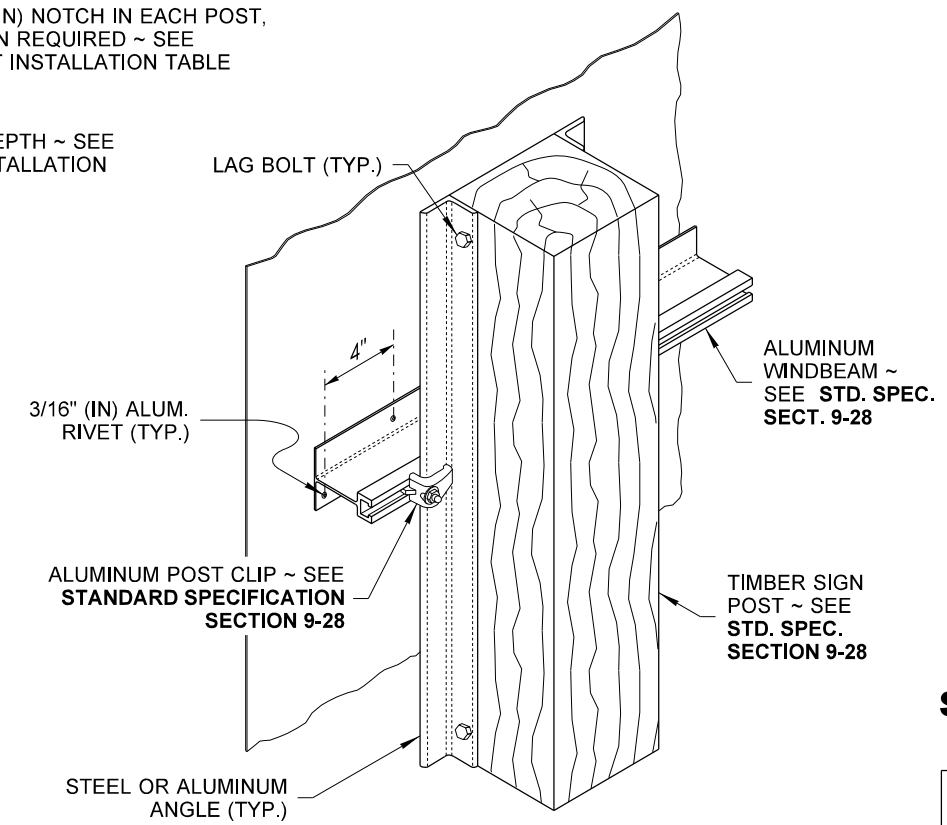
VIEW F



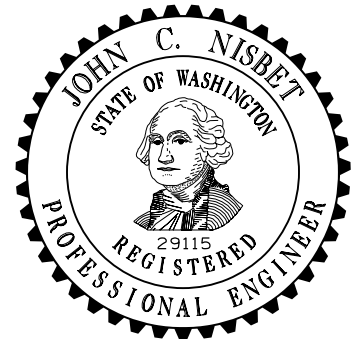
CONCRETE FOUNDATION SLEEVE DETAIL
TO BE USED WHEN PLACING TIMBER POST IN A PAVED AREA



VIEW E



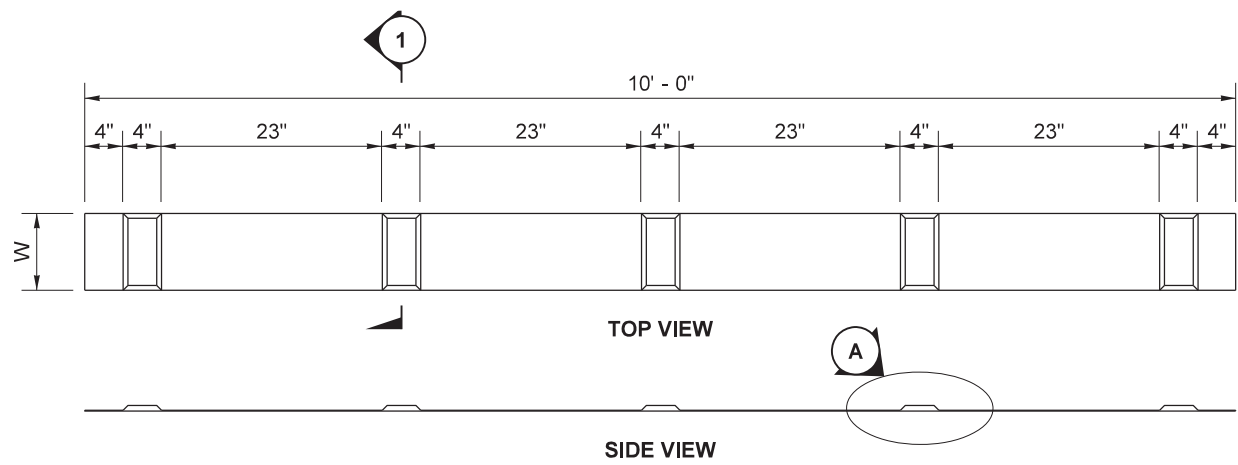
ISOMETRIC VIEW
SIGN PANEL ATTACHMENT DETAIL



TIMBER SIGN SUPPORT
STANDARD PLAN G-22.10-04

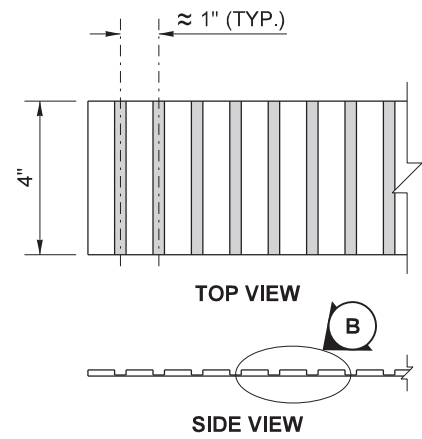
SHEET 3 OF 3 SHEETS
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER
Washington State Department of Transportation



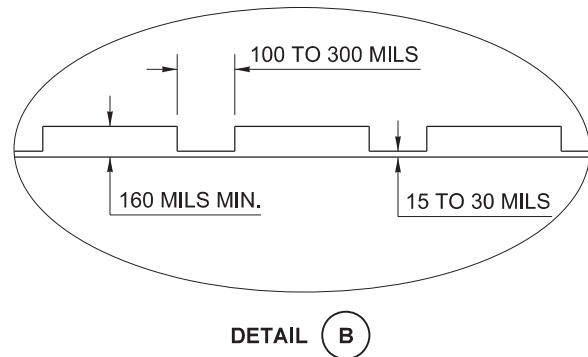
PROFILED PLASTIC
(BROKEN LINE)

FOR: CENTERLINE & LANE LINE ~ W = 4"
NO-PASS LINE & TWO-WAY LEFT-TURN CENTERLINE ~ W = 4"
REVERSIBLE LANE LINE ~ W = 4"
WIDE BROKEN LANE LINE ~ W = 8"



EMBOSSSED PLASTIC
(SOLID OR BROKEN LINE)

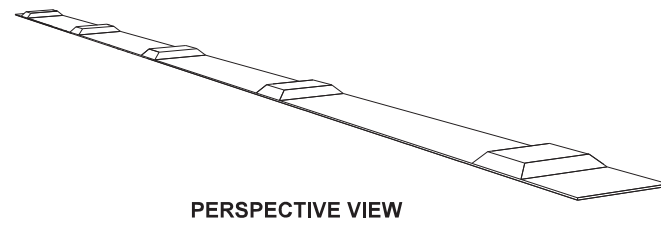
FOR: CENTERLINE & LANE LINE
NO-PASS LINE & TWO-WAY LEFT-TURN CENTERLINE
REVERSIBLE LANE LINE
DOUBLE CENTERLINE & DOUBLE LANE LINE
EDGE LINE & SOLID LANE LINE



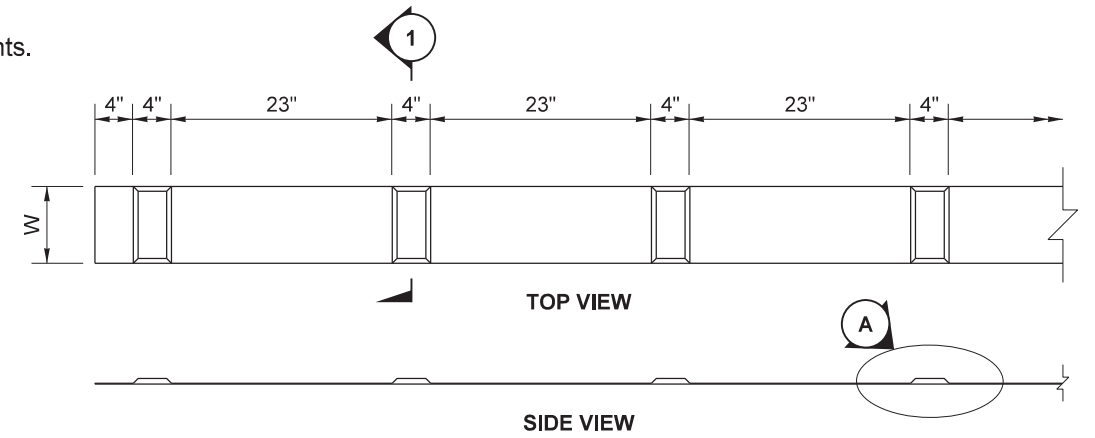
DETAIL B

GENERAL NOTE

See Standard Plan M-20.10 for pattern and color requirements.

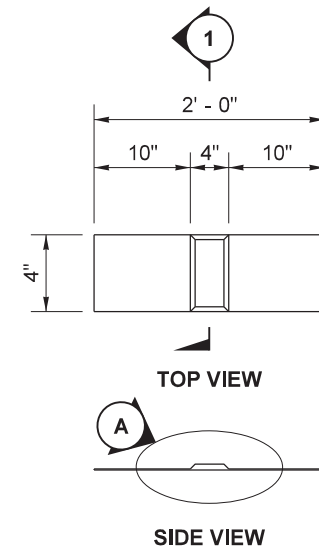


PERSPECTIVE VIEW

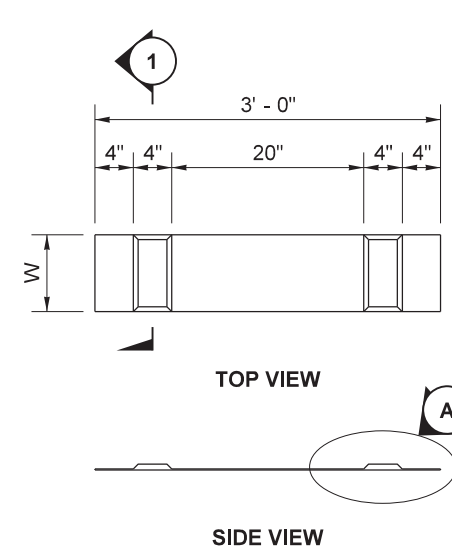


PROFILED PLASTIC
(SOLID LINE)

FOR: NO-PASS LINE ~ W = 4"
TWO-WAY LEFT-TURN CENTERLINE ~ W = 4"
DOUBLE CENTERLINE & DOUBLE LANE LINE ~ W = 4"
EDGE LINE & SOLID LANE LINE ~ W = 4"
WIDE LANE LINE & WIDE LINE ~ W = 8"
DOUBLE WIDE LANE LINE ~ W = 8"
BARRIER CENTERLINE ~ W = 20"

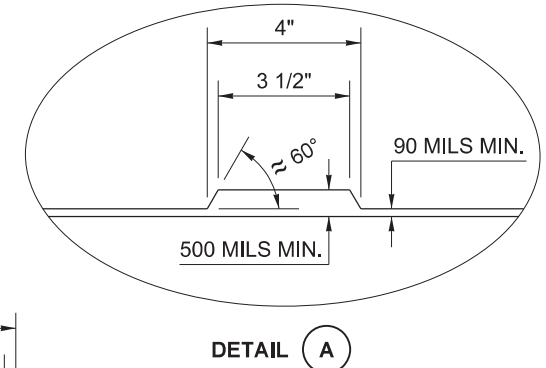


DOTTED EXTENSION LINE

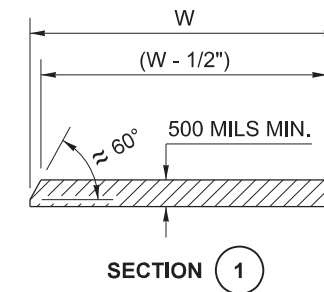


DOTTED LANE LINE ~ W = 4"
WIDE DOTTED LANE LINE ~ W = 8"

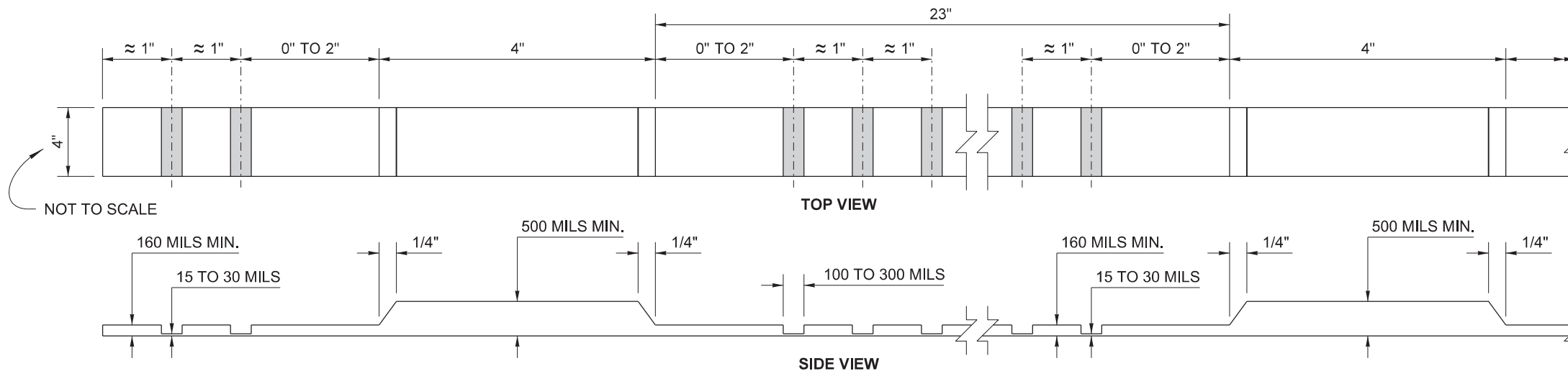
PROFILED PLASTIC
(BROKEN LINE)



DETAIL A



SECTION 1



PROFILED EMBOSSSED PLASTIC
(SOLID OR BROKEN LINE)

FOR: CENTERLINE & LANE LINE
NO-PASS LINE
TWO-WAY LEFT-TURN CENTERLINE
REVERSIBLE LANE LINE
DOUBLE CENTERLINE & DOUBLE LANE LINE
EDGE LINE & SOLID LANE LINE



Walsh, Brian
Apr 16 2015 2:27 PM

PROFILED AND EMBOSSSED PLASTIC LINES

STANDARD PLAN M-20.20-02

SHEET 1 OF 1 SHEET

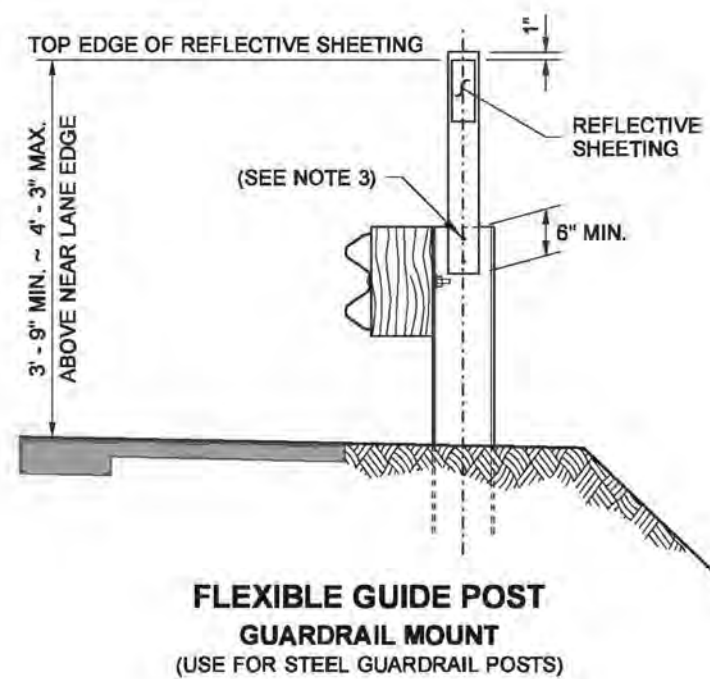
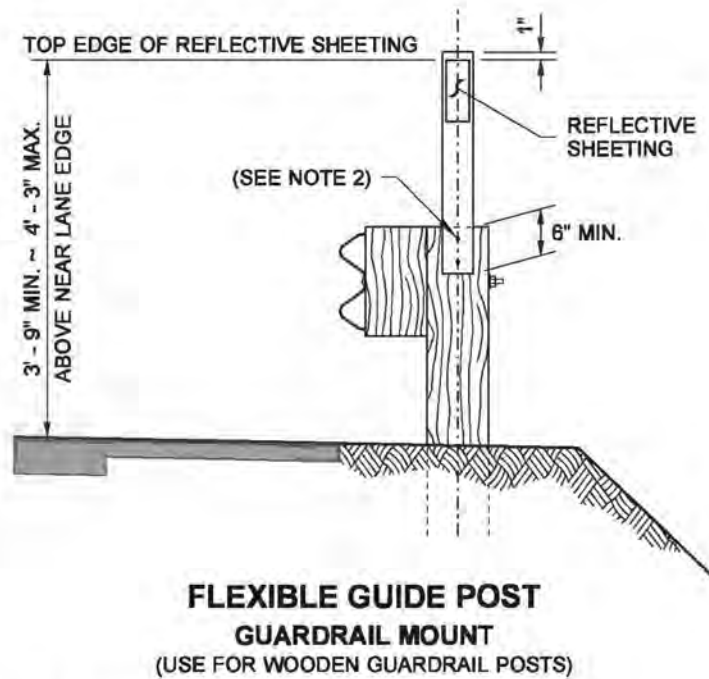
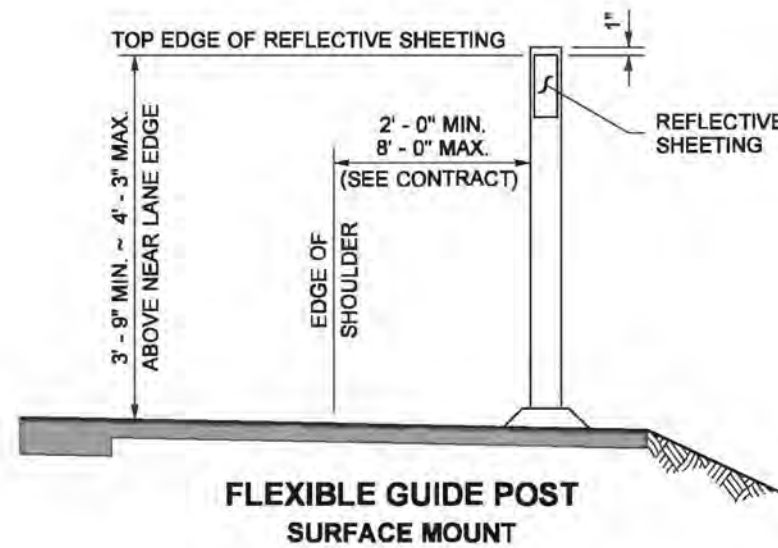
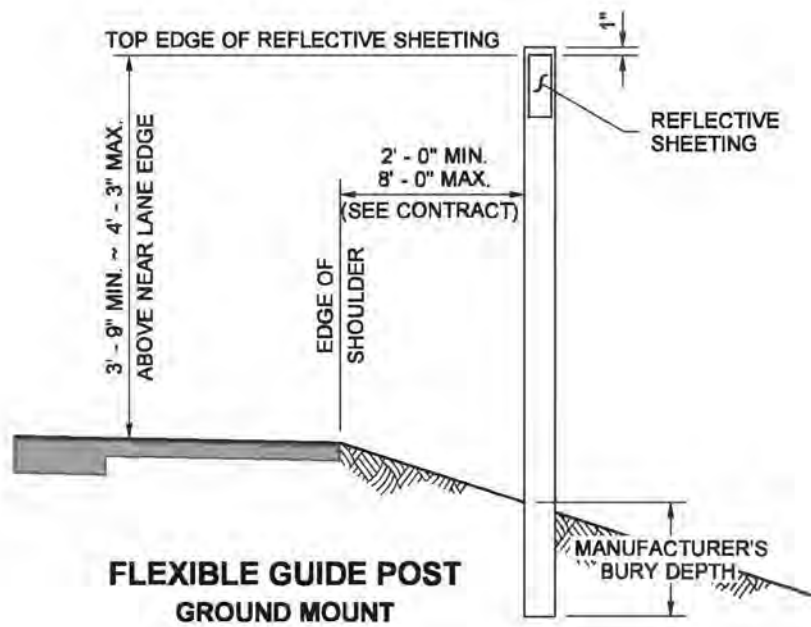
APPROVED FOR PUBLICATION

Apr 20 2015 10:07 AM

STATE DESIGN ENGINEER
Washington State Department of Transportation

DRAWN BY: COLBY FLETCHER

DRAWN BY: LISA CYFORD



NOTES

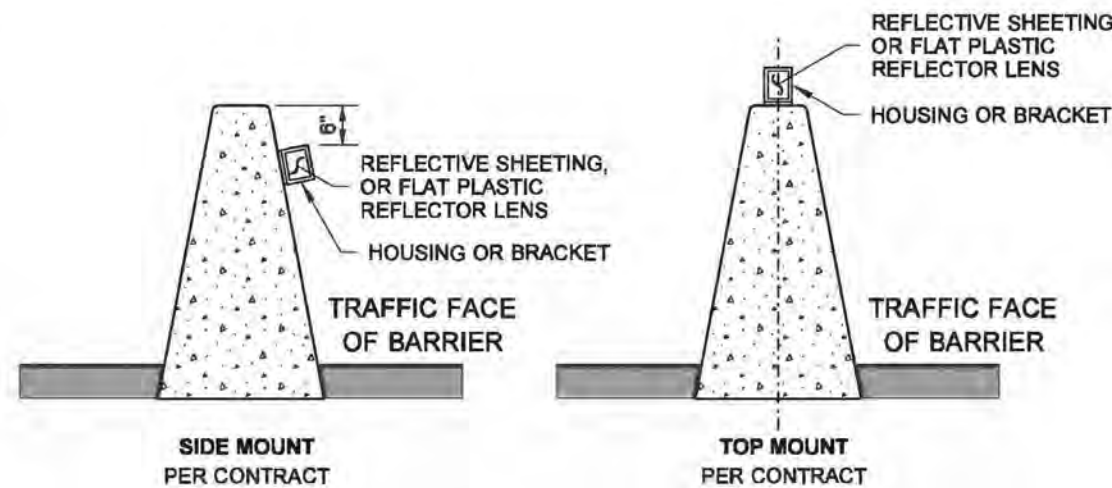
- When the Contract Plans requires a guide post with concurrent guardrail runs, the Contractor shall either:
 - Drive the flexible guide post in line with the guardrail posts, or
 - Mount the shorter flexible guide post onto the guardrail post.
- Guide posts shall be fastened to the wooden guardrail 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 3" 8" WHITE	FACING TRAFFIC 3" 8" WHITE	BACK SIDE 3" 4" 4" WHITE	FACING TRAFFIC 3" 8" YELLOW	FACING TRAFFIC 3" 8" YELLOW	BACK SIDE 3" 8" 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 Sheeting: 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**

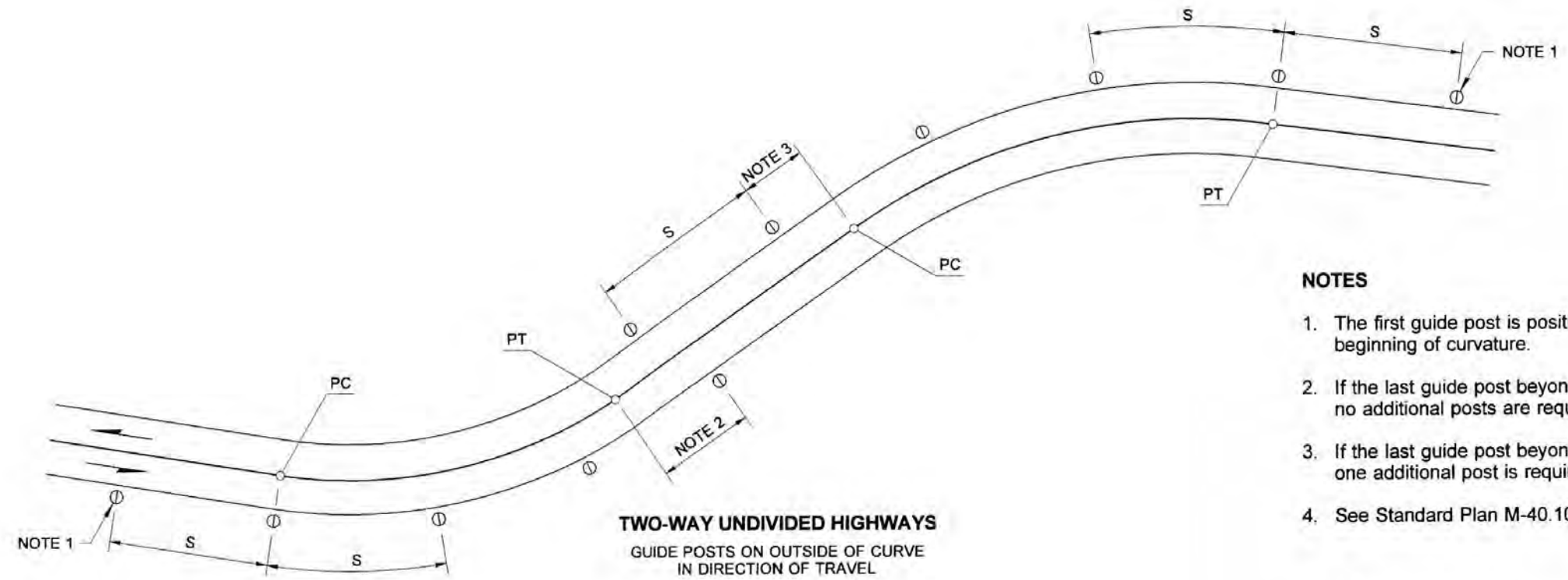
SHEET 1 OF 1 SHEET

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

DRAWN BY: 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

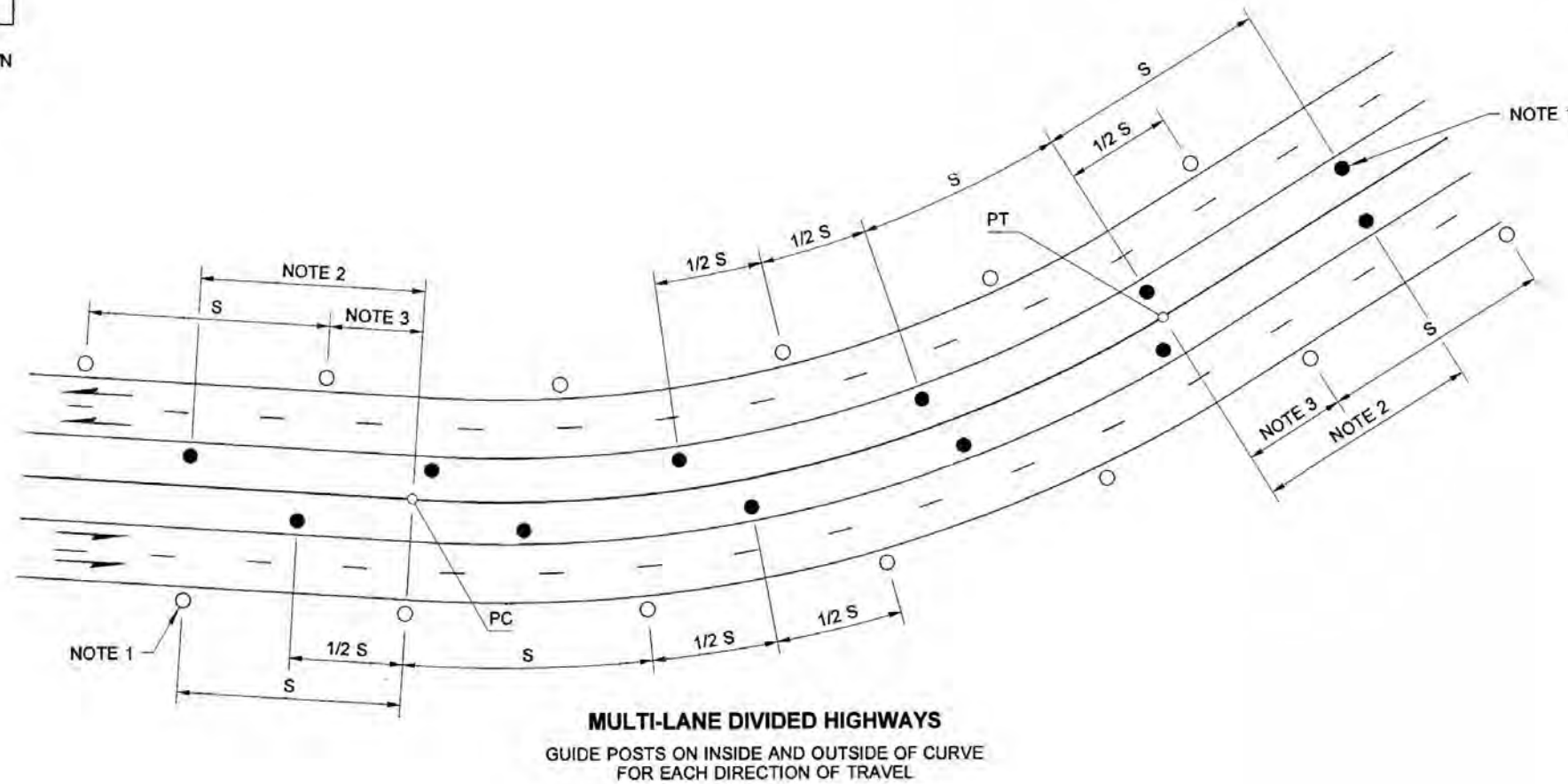


NOTES

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

Peter B... 9/20/07
STATE DESIGN ENGINEER DATE

Washington State Department of Transportation

APPENDIX B

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

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 6/21/2022

<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	\$72.54	<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	\$14.49		<u>1</u>		View
Skagit	Building Service Employees	Shampooer	\$14.49		<u>1</u>		View
Skagit	Building Service Employees	Waxer	\$14.49		<u>1</u>		View
Skagit	Building Service Employees	Window Cleaner	\$14.49		<u>1</u>		View
Skagit	Cabinet Makers (In Shop)	Journey Level	\$18.85		<u>1</u>		View
Skagit	Carpenters	Acoustical Worker	\$68.19	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Bridge, Dock And Wharf Carpenters	\$68.19	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Carpenter	\$68.19	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Floor Finisher	\$68.19	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Floor Layer	\$68.19	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Scaffold Erector	\$68.19	<u>15J</u>	<u>4C</u>		View
Skagit	Cement Masons	Application of all Composition Mastic	\$67.41	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Epoxy Material	\$66.91	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Plastic Material	\$67.41	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Sealing Compound	\$66.91	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Underlayment	\$67.41	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Building General	\$66.91	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Composition or Kalman Floors	\$67.41	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Concrete Paving	\$66.91	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Curb & Gutter Machine	\$67.41	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Curb & Gutter, Sidewalks	\$66.91	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Curing Concrete	\$66.91	<u>15J</u>	<u>4U</u>		View

Skagit	Cement Masons	Finish Colored Concrete	\$67.41	15J	4U		View
Skagit	Cement Masons	Floor Grinding	\$67.41	15J	4U		View
Skagit	Cement Masons	Floor Grinding/Polisher	\$66.91	15J	4U		View
Skagit	Cement Masons	Green Concrete Saw, self-powered	\$67.41	15J	4U		View
Skagit	Cement Masons	Grouting of all Plates	\$66.91	15J	4U		View
Skagit	Cement Masons	Grouting of all Tilt-up Panels	\$66.91	15J	4U		View
Skagit	Cement Masons	Gunite Nozzleman	\$67.41	15J	4U		View
Skagit	Cement Masons	Hand Powered Grinder	\$67.41	15J	4U		View
Skagit	Cement Masons	Journey Level	\$66.91	15J	4U		View
Skagit	Cement Masons	Patching Concrete	\$66.91	15J	4U		View
Skagit	Cement Masons	Pneumatic Power Tools	\$67.41	15J	4U		View
Skagit	Cement Masons	Power Chipping & Brushing	\$67.41	15J	4U		View
Skagit	Cement Masons	Sand Blasting Architectural Finish	\$67.41	15J	4U		View
Skagit	Cement Masons	Screed & Rodding Machine	\$67.41	15J	4U		View
Skagit	Cement Masons	Spackling or Skim Coat Concrete	\$66.91	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator	\$67.41	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator on Colored Slabs	\$67.41	15J	4U		View
Skagit	Cement Masons	Tunnel Workers	\$67.41	15J	4U		View
Skagit	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	15J	4C		View
Skagit	Divers & Tenders	Diver	\$122.49	15J	4C	8V	View
Skagit	Divers & Tenders	Diver On Standby	\$81.04	15J	4C		View
Skagit	Divers & Tenders	Diver Tender	\$73.60	15J	4C		View
Skagit	Divers & Tenders	Manifold Operator	\$73.60	15J	4C		View
Skagit	Divers & Tenders	Manifold Operator Mixed Gas	\$78.60	15J	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$73.60	15J	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Tender	\$68.64	15J	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	\$68.19	15J	4C		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	\$88.89	5A	4D		View
Skagit	Electricians - Powerline Construction	Certified Line Welder	\$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Groundperson	\$52.91	5A	4D		View
Skagit	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	5A	4D		View
Skagit	Electricians - Powerline Construction	Meter Installer	\$52.91	5A	4D	8W	View
Skagit	Electricians - Powerline Construction	Pole Sprayer	\$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Powderperson	\$60.75	5A	4D		View
Skagit	Electronic Technicians	Electronic Technicians Journey Level	\$49.41	5B	1B		View
Skagit	Elevator Constructors	Mechanic	\$103.81	7D	4A		View
Skagit	Elevator Constructors	Mechanic In Charge	\$112.09	7D	4A		View
Skagit	Fabricated Precast Concrete Products	Journey Level	\$14.49		1		View
Skagit	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$14.49		1		View
Skagit	Fence Erectors	Fence Erector	\$46.29	15J	4V	8Y	View
Skagit	Fence Erectors	Fence Laborer	\$46.29	15J	4V	8Y	View
Skagit	Flaggers	Journey Level	\$46.29	15J	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	\$57.31	15J	4V	8Y	View
Skagit	Industrial Power Vacuum Cleaner	Journey Level	\$14.49		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	\$14.49		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$14.49		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$14.49		1		View

	Remote Control						
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$14.49			1	View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$14.49			1	View
Skagit	Insulation Applicators	Journey Level	\$68.19	15J	4C		View
Skagit	Ironworkers	Journeyman	\$80.28	7N	10		View
Skagit	Laborers	Air, Gas Or Electric Vibrating Screed	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Airtrac Drill Operator	\$56.31	15J	4V	8Y	View
Skagit	Laborers	Ballast Regular Machine	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Batch Weighman	\$46.29	15J	4V	8Y	View
Skagit	Laborers	Brick Pavers	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Brush Cutter	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Brush Hog Feeder	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Burner	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Caisson Worker	\$56.31	15J	4V	8Y	View
Skagit	Laborers	Carpenter Tender	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Cement Dumper-paving	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Cement Finisher Tender	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Change House Or Dry Shack	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (30 Lbs. And Over)	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (Under 30 Lbs.)	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Choker Setter	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Chuck Tender	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Clary Power Spreader	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Clean-up Laborer	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Concrete Dumper/Chute Operator	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Concrete Form Stripper	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Concrete Placement Crew	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Concrete Saw Operator/Core Driller	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Crusher Feeder	\$46.29	15J	4V	8Y	View
Skagit	Laborers	Curing Laborer	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Ditch Digger	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Diver	\$56.31	15J	4V	8Y	View
Skagit	Laborers	Drill Operator (Hydraulic, Diamond)	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Dry Stack Walls	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Dump Person	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Epoxy Technician	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Erosion Control Worker	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Faller & Bucker Chain Saw	\$55.62	15J	4V	8Y	View

Skagit	Laborers	Fine Graders	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Firewatch	\$46.29	15J	4V	8Y	View
Skagit	Laborers	Form Setter	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Gabian Basket Builders	\$54.62	15J	4V	8Y	View
Skagit	Laborers	General Laborer	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Grade Checker & Transit Person	\$57.31	15J	4V	8Y	View
Skagit	Laborers	Grinders	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Grout Machine Tender	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Guardrail Erector	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level A)	\$56.31	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level B)	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level C)	\$54.62	15J	4V	8Y	View
Skagit	Laborers	High Scaler	\$56.31	15J	4V	8Y	View
Skagit	Laborers	Jackhammer	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Laserbeam Operator	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Maintenance Person	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Manhole Builder-Mudman	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Material Yard Person	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Motorman-Dinky Locomotive	\$55.62	15J	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)	\$57.31	15J	4V	8Y	View
Skagit	Laborers	Pavement Breaker	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Pilot Car	\$46.29	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer (Lead)	\$57.31	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer/Tailor	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Pipe Pot Tender	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Pipe Reliner	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Pipe Wrapper	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Pot Tender	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Powderman	\$56.31	15J	4V	8Y	View
Skagit	Laborers	Powderman's Helper	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Power Jacks	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Railroad Spike Puller - Power	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Raker - Asphalt	\$57.31	15J	4V	8Y	View
Skagit	Laborers	Re-timberman	\$56.31	15J	4V	8Y	View
Skagit	Laborers	Remote Equipment Operator	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Rigger/Signal Person	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Rip Rap Person	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Rivet Buster	\$55.62	15J	4V	8Y	View

Skagit	Laborers	Rodder	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Scaffold Erector	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Scale Person	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Sloper (Over 20")	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Sloper Sprayer	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Spreader (Concrete)	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Stake Hopper	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Stock Piler	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Swinging Stage/Boatswain Chair	\$46.29	15J	4V	8Y	View
Skagit	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Tamper (Multiple & Self-propelled)	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Toolroom Person (at Jobsite)	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Topper	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Track Laborer	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Track Liner (Power)	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Traffic Control Laborer	\$49.50	15J	4V	9C	View
Skagit	Laborers	Traffic Control Supervisor	\$52.45	15J	4V	9C	View
Skagit	Laborers	Truck Spotter	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Tugger Operator	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Guage and Lock Tender	\$57.41	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Miner	\$57.41	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Miner	\$57.41	7A	4V	8Y	View
Skagit	Laborers	Vibrator	\$55.62	15J	4V	8Y	View
Skagit	Laborers	Vinyl Seamer	\$54.62	15J	4V	8Y	View
Skagit	Laborers	Watchman	\$42.08	15J	4V	8Y	View
Skagit	Laborers	Welder	\$55.62	15J	4V	8Y	View

Skagit	Laborers	Well Point Laborer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Laborers	Window Washer/Cleaner	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Laborers - Underground Sewer & Water	General Laborer & Topman	\$54.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Laborers - Underground Sewer & Water	Pipe Layer	\$55.62	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Landscape Construction	Landscape Operator	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Landscape Maintenance	Groundskeeper	\$14.49		<u>1</u>		View
Skagit	Lathers	Journey Level	\$68.19	<u>15J</u>	<u>4C</u>		View
Skagit	Marble Setters	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
Skagit	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>		View
Skagit	Metal Fabrication (In Shop)	Laborer	\$14.49		<u>1</u>		View
Skagit	Metal Fabrication (In Shop)	Machine Operator	\$14.49		<u>1</u>		View
Skagit	Metal Fabrication (In Shop)	Painter	\$14.49		<u>1</u>		View
Skagit	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>		View
Skagit	Millwright	Journey Level	\$69.74	<u>15J</u>	<u>4C</u>		View
Skagit	Modular Buildings	Journey Level	\$14.49		<u>1</u>		View
Skagit	Painters	Journey Level	\$47.70	<u>6Z</u>	<u>2B</u>		View
Skagit	Pile Driver	Crew Tender	\$62.69	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Crew Tender/Technician	\$62.69	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	<u>15J</u>	<u>4C</u>		View
Skagit	Pile Driver	Journey Level	\$68.64	<u>15J</u>	<u>4C</u>		View
Skagit	Plasterers	Journey Level	\$64.14	<u>7Q</u>	<u>1R</u>		View
Skagit	Plasterers	Nozzleman	\$67.64	<u>7Q</u>	<u>1R</u>		View
Skagit	Playground & Park Equipment Installers	Journey Level	\$14.49		<u>1</u>		View
Skagit	Plumbers & Pipefitters	Journey Level	\$82.22	<u>5A</u>	<u>1G</u>		View
Skagit	Power Equipment Operators	Asphalt Plant Operators	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

Skagit	Power Equipment Operators	Assistant Engineer	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Barrier Machine (zipper)	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Batch Plant Operator: concrete	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Boat Operator	\$76.87	7A	11H	8X	View
Skagit	Power Equipment Operators	Bobcat	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Brooms	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Bump Cutter	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Cableways	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Chipper	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Compressor	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Conveyors	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.20	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.30	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.44	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	7A	11H	8X	View
Skagit	Power Equipment Operators	Crusher	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$76.09	15J	11G	8X	View

Skagit	Power Equipment Operators	Derricks, On Building Work	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Dozers D-9 & Under	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Drilling Machine	\$77.53	15J	11G	8X	View
Skagit	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Gradechecker/Stakeman	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Guardrail Punch	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Locator	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Operator	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$75.60	7A	11H	8X	View
Skagit	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.30	7A	11H	8X	View
Skagit	Power Equipment Operators	Leverman	\$78.33	15J	11G	8X	View
Skagit	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Plant Feed	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders: Elevating Type Belt	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Locomotives, All	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Material Transfer Device	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	15J	11G	8X	View
Skagit	Power Equipment Operators	Motor Patrol Graders	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.63	7A	11H	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 45 tons	\$76.87	7A	11H	8X	View

		through 99 tons					
Skagit	Power Equipment Operators	Pavement Breaker	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Posthole Digger, Mechanical	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Power Plant	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Pumps - Water	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Rigger and Bellman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Rollagon	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Roller, Other Than Plant Mix	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Roto-mill, Roto-grinder	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Saws - Concrete	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Scrapers - Concrete & Carry All	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Service Engineers: Equipment	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Shotcrete/Gunite Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Slipform Pavers	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Spreader, Topsider & Screedman	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Subgrader Trimmer	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Tower Bucket Elevators	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View

Skagit	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Trenching Machines	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X	View
Skagit	Power Equipment Operators	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators	Welder	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators	Yo Yo Pay Dozer	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$76.87	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brooms	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cableways	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Chipper	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Compressor	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.20	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.30	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom	\$77.63	7A	11H	8X	View

		(including jib with attachments)					
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.19	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.44	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Crusher	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$77.53	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road	\$76.09	15J	11G	8X	View

		Equipment Under 45 Yards					
Skagit	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Leverman	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$75.50	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.60	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$76.09	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Welder	\$76.77	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$72.20	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$76.09	15J	11G	8X	View
Skagit	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
Skagit	Refrigeration & Air Conditioning Mechanics	Journey Level	\$82.21	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	\$49.17	15J	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	\$49.80	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	\$82.22	5A	1G		View
Skagit	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$47.68	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	\$59.05	5A	3H	View
Skagit	Roofers	Using Irritable Bituminous Materials	\$62.05	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	\$48.92	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	\$14.49		1	View
Skagit	Soft Floor Layers	Journey Level	\$54.41	5A	3J	View
Skagit	Solar Controls For Windows	Journey Level	\$14.49		1	View
Skagit	Sprinkler Fitters (Fire Protection)	Journey Level	\$89.49	5C	1X	View

Skagit	Stage Rigging Mechanics (Non Structural)	Journey Level	\$14.49		1		View
Skagit	Stone Masons	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		View
Skagit	Street And Parking Lot Sweeper Workers	Journey Level	\$15.00		1		View
Skagit	Surveyors	Assistant Construction Site Surveyor	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Chainman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Construction Site Surveyor	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Ground Penetrating Radar Operator	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Telecommunication Technicians	Telecom Technician Journey Level	\$49.41	<u>5B</u>	<u>1B</u>		View
Skagit	Telephone Line Construction - Outside	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>		View
Skagit	Terrazzo Workers	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>		View
Skagit	Tile Setters	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>		View
Skagit	Tile, Marble & Terrazzo Finishers	Finisher	\$49.54	<u>7E</u>	<u>1N</u>		View
Skagit	Traffic Control Stripers	Journey Level	\$50.51	<u>7A</u>	<u>1K</u>		View
Skagit	Truck Drivers	Asphalt Mix Over 16 Yards	\$69.20	<u>15J</u>	<u>11I</u>	<u>8L</u>	View
Skagit	Truck Drivers	Asphalt Mix To 16 Yards	\$68.36	<u>15J</u>	<u>11I</u>	<u>8L</u>	View
Skagit	Truck Drivers	Dump Truck	\$68.36	<u>15J</u>	<u>11I</u>	<u>8L</u>	View
Skagit	Truck Drivers	Dump Truck & Trailer	\$69.20	<u>15J</u>	<u>11I</u>	<u>8L</u>	View
Skagit	Truck Drivers	Other Trucks	\$69.20	<u>15J</u>	<u>11I</u>	<u>8L</u>	View
Skagit	Truck Drivers - Ready Mix	Transit Mix	\$69.20	<u>15J</u>	<u>11I</u>	<u>8L</u>	View
Skagit	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$14.49		1		View
Skagit	Well Drillers & Irrigation Pump Installers	Oiler	\$14.49		1		View
Skagit	Well Drillers & Irrigation Pump Installers	Well Driller	\$14.49		1		View

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

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.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

11. I. 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. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

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).

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

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.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

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 - Manufactures - Fabricator**

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

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

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See 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.]

"General Decision Number: WA20220001 04/29/2022
 Superseded General Decision Number: WA20210001
 State: Washington
 Construction Type: Highway
 Counties: Washington Statewide.
 HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin
 Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	03/18/2022
4	04/29/2022

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHAKIYAKUM 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
PILEDRIEVERS.....	\$ 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
PILEDRIVER, 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 PILEDRIERS)

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

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

Zone Pay:

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

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

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

Zone Pay:

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

CARP0059-002 06/01/2019

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

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

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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

DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

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

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

CARP0770-003 06/01/2020

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
PILEDRIVER, 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 PILEDRIVERS

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

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

Zone Pay:

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

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

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

Zone Pay:

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

ELEC0046-001 01/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 68.50	25.72
ELECTRICIAN.....	\$ 64.31	26.28

*** ELEC0048-003 01/01/2022**

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.23	21.00

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 01/01/2022**

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.23	21.00

 ELEC0073-001 01/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 39.55	19.68

 ELEC0076-002 08/31/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 51.77	24.23

 ELEC0112-005 06/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 52.50	23.01
ELECTRICIAN.....	\$ 50.00	22.93

 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 06/01/2021

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.....	\$ 51.91	23.82
Group 1AA.....	\$ 52.66	23.82
Group 1AAA.....	\$ 53.42	23.82
Group 1.....	\$ 51.15	23.82
Group 2.....	\$ 50.50	23.82
Group 3.....	\$ 49.92	23.82
Group 4.....	\$ 46.73	23.82

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill,roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish 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 06/01/2021

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

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and 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 tonsto 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in
height, bas to boom

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

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

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

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

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

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

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

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 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

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

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

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

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

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

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

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

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.

 ENGI0701-002 01/01/2018

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

POWER EQUIPMENT OPERATORS: ZONE 1

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

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

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

IRON0014-005 07/01/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 35.55	30.36

IRON0029-002 07/01/2020

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

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

IRON0086-002 01/03/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.19	30.70

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 06/01/2021

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.....	\$ 27.34	15.35
GROUP 2.....	\$ 29.44	15.35
GROUP 3.....	\$ 29.71	15.35
GROUP 4.....	\$ 29.98	15.35
GROUP 5.....	\$ 30.26	15.35

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

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

 LABO0238-006 06/01/2021

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.....	\$ 30.00	13.50

LABO0242-003 06/01/2021

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.29
GROUP 2A.....	\$ 32.96	13.29
GROUP 3.....	\$ 41.29	13.29
GROUP 4.....	\$ 42.29	13.29
GROUP 5.....	\$ 42.98	13.29
Group 6.....	\$ 43.98	13.29

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 06/10/2021

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19
GROUP 5.....	\$ 42.98	13.19

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

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

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

LABO0292-008 06/01/2021

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19
GROUP 5.....	\$ 42.98	13.19

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

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; 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 06/01/2021

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

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 36.59	13.19
GROUP 2.....	\$ 37.34	13.19
GROUP 3.....	\$ 37.91	13.19
GROUP 4.....	\$ 38.39	13.19
GROUP 5.....	\$ 33.47	13.19
GROUP 6.....	\$ 30.43	13.19
GROUP 7.....	\$ 26.40	13.19

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

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

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

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

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2021

	Rates	Fringes
Hod Carrier.....	\$ 39.28	13.19

LABO0348-003 06/10/2021

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.47	13.19
GROUP 2.....	\$ 28.11	13.19
GROUP 3.....	\$ 30.79	13.19
GROUP 4.....	\$ 31.54	13.19
GROUP 5.....	\$ 32.09	13.19

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

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; 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 07/01/2021

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

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 32.36	18.15

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, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM 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, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

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

PLAS0072-004 06/01/2020

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

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

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

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

PLAS0528-001 06/01/2021

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

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 47.87	19.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 48.37	19.04
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 48.37	19.04

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

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

Zone Differential (Add To Zone 1 Rates):

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

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

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

TEAM0037-002 06/01/2020

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

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

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

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

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

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

* TEAM0174-001 06/01/2020

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

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

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

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

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

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	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.
=====

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISIO"

APPENDIX C

Construction Contract and Contract Bond-Information 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 **Priarie Road Guidance Improvements #ES50000-7** 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 2022 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 _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Ron Wesen, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

**LOCAL AGENCY CONTRACT BOND –
Highway Construction**

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

THE CONDITION of this bond is such that whereas, on the _____ day of
_____ A.D., 2022, 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

PRAIRIE ROAD GUIDANCE IMPROVEMENTS PROJECT #ES50000-7

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 _____, 2022.

(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 Beddall
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2022

SURETY BOND NUMBER

CONTRACT NUMBER

APPENDIX D

Proposal Forms-Information Only

Proposal for Bidding Purposes

For Construction of:

**Prairie Road Guidance Improvements
#ES50000-7**

Federal Aid # HSIP-T292(002)

SKAGIT COUNTY PUBLIC WORKS



**SKAGIT COUNTY
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273**

PROPOSAL

**PRAIRIE ROAD GUIDANCE IMPROVEMENTS
#ES50000-7**

All bid envelopes must be plainly marked on the outside, "**Sealed Bid, Prairie Road Guidance Improvements #ES50000-7**"

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 **Tuesday, June 21, 2022**. The bids will be publicly opened and read after **12:45 p.m.** on this date.

Bid Advertisement: Skagit Valley Herald – May 26th, June 2nd and June 9th, 2022
Daily Journal of Commerce - May 26th, June 2nd and June 9th, 2022

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:

PRAIRIE ROAD GUIDANCE IMPROVEMENTS #ES50000-7

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.)

PRAIRIE ROAD GUIDANCE IMPROVEMENTS #ES50000-7

Item No.	Description	Spec	QTY	Unit of Measure	Unit Price	Total Price
1	Mobilization	1-09.7	1.00	LS	\$ _____ . ____	\$ _____ . ____
2	SPCC Plan	1-07.15(1)	1.00	LS	\$ _____ . ____	\$ _____ . ____
3	Minor Changes	1-04.4	EST	DOL	\$ _____ <u>1.00</u>	\$ _____ <u>6,000.00</u>
4	Flaggers	1-10.5(2)	160.00	HR	\$ _____ . ____	\$ _____ . ____
5	Traffic Control Supervisor	1-10.5(2)	1.00	LS	\$ _____ . ____	\$ _____ . ____
6	Project Temporary Traffic Control	1-10.5(1)	1.00	LS	\$ _____ . ____	\$ _____ . ____

7	Trimming and Cleanup	2-11.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
8	Flexible Guide Posts	8-10.5	123.00	EA	\$ _____ . ____	\$ _____ . ____
9	Permanent Signing	8-21.5	1.00	LS	\$ _____ . ____	\$ _____ . ____
10	Profiled Plastic Line	8-22.5	16097.00	LF	\$ _____ . ____	\$ _____ . ____
TOTAL BID						\$ _____ . ____

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.

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**

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:

Prairie Road Guidance Improvements #ES50000-7

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 _____, 2022.

(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.

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: _____



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**May 26, 2022**), 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-T292(002)	NEPA Start Date July 15, 2021	Intent of Submittal <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/> Re-Evaluate
Agency Skagit County	Project Title Prairie Road Guidance Improvements	
County Skagit		
Beginning terminus: <u>0.00</u>	Township(s): <u>36N / 35N</u>	
Ending terminus: <u>7.79</u>	Range(s): <u>4E</u>	
Miles: <u>7.79</u>	Section(s): <u>32,33,28,27,26,25 / 4</u>	

Part 1 - Project Description (Attach Vicinity Map)

Install Signing and Roadway Guidance Improvements.

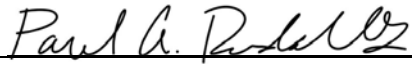

This project consists of improving the safety along Prairie Road. Small chevron signs will be replace with updated larger chevron signs at corners. Carsonite posts will also be installed at corners.

The goals of this project is to improve safety along the road to meet current standards.

Part 2 - Categorical Exclusion & STIP

- Identify one CE from 23 CFR 771.117 (CE Guidebook - Appendix A) that fits the entire project **C#8**
- 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

	8.31.21	_____	_____
Local Agency Approving Authority	Date	Local Programs Environmental Engineer	Date
	Digitally signed by Mehrdad Moini, PE Date: 2021.09.01 09:40:34 -07'00'	CE per PA	9/1/21
Regional Local Programs Engineer	Date	Federal Highway Administration	Date

Completed By (Print Official's Name) David Walde	Telephone (include area code) 360-416-1439	E-mail Address davidw@co.skagit.wa.us
---	---	--

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.

Safety Project

- 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-36 OK per TD 7/19/21

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 ½-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:

Sign posts will be installed and no 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:

There will be no impacts to the farmland, work will be done within the road right of way

- 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 four small bridges and various culvert.

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: 904,886 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.

2) - Installation of signs and other traffic control devices.

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 checked="" type="checkbox"/> Yes <input 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	<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	<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	<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	<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	<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	<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	<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	<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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>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.</p> <p>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 signs for safety.</p> <p>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 installing post.</p>		

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. **OK per HP 7/20/21**

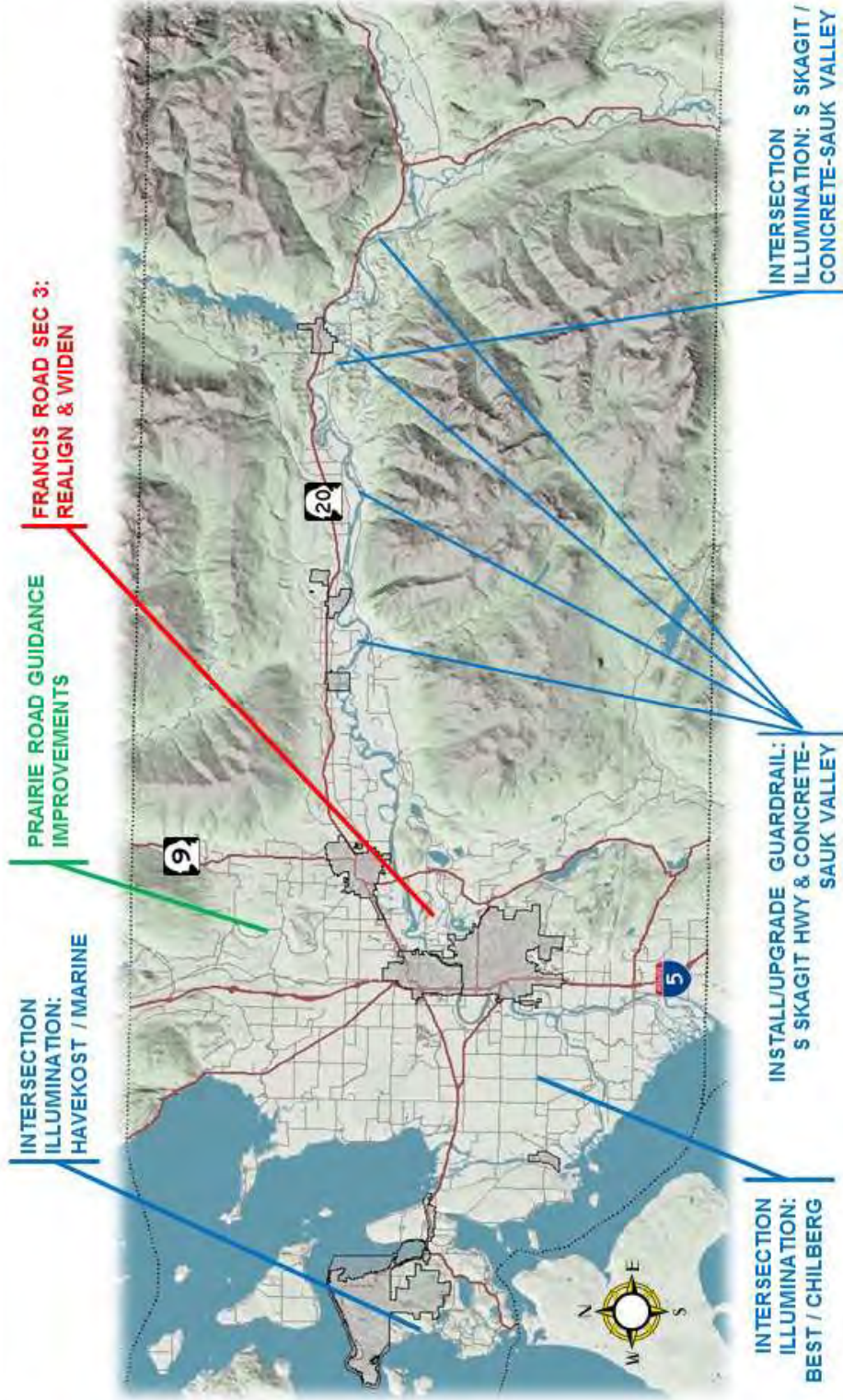
	NMFS	USFWS	EFH Determination
<input checked="" type="checkbox"/> No Effect	<i>7/20/21</i> _____	<i>7/20/21</i> _____	<input checked="" type="checkbox"/> No Adverse Effect
<input type="checkbox"/> NLTAA - Date of Concurrence	_____	_____	<input type="checkbox"/> Adverse Effect - Date of NMFS concurrence _____
<input type="checkbox"/> LTAA - Date BO Issued	_____	_____	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> RRMP 4(d)	_____	_____	

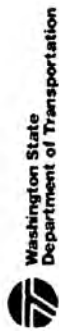
Part 6 - FHWA Comments



HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

2019 COUNTY SAFETY PROGRAM PRIORITY PROJECT VICINITY MAP





Six Year Transportation Improvement Program From 2020 to 2025

Agency: Skagit Co.
County: Skagit
MPO/RTPO: SCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08		PRAIRIE ROAD GUIDANCE IMPROVEMENTS 50000 00 00 to 07 79 Install Signing and Roadway Guidance Improvements		WA-12501					21	P	7.790	CE	No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE		2020	HSIP	11,500		0	1,500	13,000
P	CN		2020	HSIP	57,000		0	0	57,000
Totals					68,500		0	1,500	70,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
PE		13,000	0	0	0	0
CN		57,000	0	0	0	0
Totals		70,000	0	0	0	0



United States Department of the Interior



FISH AND WILDLIFE SERVICE
911 NE 11th Avenue
Portland, Oregon 97232-4181

In Reply Refer to:
MBSP-MBHP

Dear User,

Thank you for using the U.S. Fish and Wildlife Service - Region 1(Service) Eagle Permit Recommendation Tool (EPRT) to determine risk to eagles. Based on the answers to your questions, we have determined that your project or activity, is consistent with the Service's recommendations for avoiding disturbance of eagles in the Pacific Region (ID, OR, and WA) and is unlikely to take eagles in violation of federal laws.

Below is a record of the questions, and your responses to them, that led us to that determination.

Activity Type: Construction Maintenance and General Activities

1.) Will the activity or resulting human presence occur within one mile of an eagle nest or roost?

Response: Yes

2.) Are you concerned about impacts to golden eagles, bald eagles, or both from your activity?

Response: Bald Eagles

3.) Will the activity or resulting human presence occur within 660 feet of the nearest bald eagle nest or roost?

Response: No

Please print, sign, and date this certificate, and keep in your records for five (5) years after your project or activity is completed. By printing this document, and signing and dating it for your records, you agree that the above responses are true, and that you commit to implement your project as described above. You also agree to revisit the Service's EPRT to determine whether or not technical assistance, or a permit, may be necessary should any details of the project or activity change substantially.

User Signature: _____

Date: _____

Name (Print): _____

Title: _____

Physical Address / Location of Project:

Following the Service's recommendations and implementing your project or activity as described above will substantively reduce the likelihood of take; however, take may occur even if all avoidance and minimization measures above are followed. Though it is not possible to absolve individuals and entities from liability under the Eagle Act if take (defined to include pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb) should occur, the Service prioritizes its enforcement efforts on those individuals or entities who take eagles without implementing appropriate measures recommended by the Service, such as the Bald Eagle Management Guidelines.

You are responsible for determining if additional authorization from federal, state, local, or tribal governments is needed.



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

MEMORANDUM

DATE: July 12, 2021

TO: Mike Davis, WSDOT Local Programs NW Region

FROM: David Walde, Project Manager

SUBJECT: Area of Potential Effect (APE)
Prairie Road Guidance Improvements
Project #ES5000-7
HSIP-T292(002)

Skagit County Public Works is submitting this APE package for review of the Prairie Road guidance improvements project under 36 CFR 800.16(d). The following information is being provided for comment at your earliest convenience.

PROJECT DESCRIPTION

This project consists of installing signs and roadway guidance improvements along Prairie Road (M.P. 0.00 to M.P. 7.79).

The goals of this project is to improve safety along Prairie Road. The existing signs and markings don't meet current safety standards. Prairie Road abuts up to rural reserve land and agricultural land on both sides of the road.

Objectives:

1. Reduce fatal and disabling accidents, property damage, and societal cost along with the overall severity of any collisions that do occur.
2. Put in place countermeasures to eliminate and reduce run off the road crashes.
3. Protect the motoring public from run off the road hazards.
4. Address the local community's concerns for safety of the roadway.

SITE LOCATION

Prairie Road M.P. 0.00-7.79 is classified at Agricultural-Natural Resource Land and Rural Reserve, traversing through farmlands, rural houses and rolling hillside in rural Sedro Woolley. The improvements for this project will occur within Section

25,26,27,28,32 and 33 of Township 35 North, Range 04 East, of the Willamette Meridian and part of Section 4 of Township 36North, Range 04 East, in Central Skagit County Washington (see Vicinity Map). All improvements will take place within the existing ROW.

CROSS-SECTION

Prairie Road M.P. 0.00-7.79 has 11 foot Bituminous Surface Treatment (chip sealed) lanes for both east and west bound with 2-4 foot gravel shoulders on both sides. This project will not affect the existing roadway.

GROUND DISTURBING ACTIVITIES

Ground disturbing activities will take place in the form of installing new sign posts (3' to 4' deep). The excavation for the post will be performed by hand.

RIGHT OF WAY

The existing Right of Way is typically 60' wide. All work will be within the right of way and there are no known easements that will affect the project. Impacts to the adjacent land owners will be minimal over the entire length of the project. Additional Right of Way will not be required as work for the signs and safety improvements will be constructed within the existing Right of Way. Temporary construction and/or slope easements will not need to be acquired for the project.

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Skagit County, Washington



Local office

Washington Fish And Wildlife Office

☎ (360) 753-9440

📠 (360) 753-9405

510 Desmond Drive Se, Suite 102
Lacey, WA 98503-1263

<http://www.fws.gov/wafwo/>

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME

STATUS

Gray Wolf *Canis lupus*

Proposed Endangered

No critical habitat has been designated for this species.

Birds

NAME	STATUS
Marbled Murrelet <i>Brachyramphus marmoratus</i> There is final critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/4467	Threatened
Streaked Horned Lark <i>Eremophila alpestris strigata</i> Wherever found There is final critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/7268	Threatened
Yellow-billed Cuckoo <i>Coccyzus americanus</i> There is final critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/3911	Threatened

Amphibians

NAME	STATUS
Oregon Spotted Frog <i>Rana pretiosa</i> Wherever found There is final critical habitat for this species. Your location overlaps the critical habitat. https://ecos.fws.gov/ecp/species/6633	Threatened

Fishes

NAME	STATUS
Bull Trout <i>Salvelinus confluentus</i> There is final critical habitat for this species. Your location overlaps the critical habitat. https://ecos.fws.gov/ecp/species/8212	Threatened
Dolly Varden <i>Salvelinus malma</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1008	PSAT

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

This location overlaps the critical habitat for the following species:

NAME	TYPE
Bull Trout <i>Salvelinus confluentus</i> https://ecos.fws.gov/ecp/species/8212#crithab	Final
Oregon Spotted Frog <i>Rana pretiosa</i> https://ecos.fws.gov/ecp/species/6633#crithab	Final

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

APPENDIX G

Vicinity Map and Plans