

## CITY OF EVERETT, WASHINGTON

### CONTRACT

THIS CONTRACT is made and entered into as of date of last signature below, by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and Earthwork Solutions, LLC (the "Contractor").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: **"Fulton Street Pedestrian Bicycle Corridor"** (the "Project").

**1. Contract Documents.** The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract:

- A. Notice to Contractors
- B. Instructions to Bidders
- C. Washington State Department of Transportation Standard Specifications 2023 as modified by all amendments thereto as of the date of bid opening of this Project ("Standard Specifications").
- D. Contract Provisions, including without limitation the Special Provisions
- E. Plans, Drawings and Project Specifications
- F. Addenda (if any)
- G. Performance Bond and Payment Bond
- H. Contractor's Proposal/Bid (conformed copy dated October 1, 2024 and attached hereto)
- I. All provisions required by law whether set forth and reproduced herein or not.
- J. Disadvantaged Business Enterprise (DBE) utilization certification.

**2. Contract Time.** Substantial completion shall be achieved within **48 working** days of the effective date of the Notice to Proceed.

**3. Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the work in all respects and have it ready for use by the substantial completion date stated. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages as stated in Section 1-08.9 of the Special Provisions, for each and every **working** day required to accomplish substantial completion of the work in excess of the period established above for substantial completion.

**4. Contract Sum.** The amount of this Contract is Six hundred sixty- three thousand eight hundred forty dollars and seven cents (\$663,840.07) and is based on the proposal/bid submitted by Contractor dated October 01, 2024. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final shall be made as specified therein.

**5. Compliance with Employment and Wage Laws.** Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

**6. Indemnification.**

A. Contractor will defend and indemnify and hold harmless the City from any and all Claims arising out of or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify and hold harmless the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 6 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 6 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 6 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

**7. Insurance.** The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently

negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

**8. Waiver of Industrial Insurance Immunity.** Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

**9. Repair of Damage.** The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

**10. Pre-Bid Inspection and Risk of Loss.** It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

**11. Headings for Convenience Only.** The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

**12. Effective Date.** This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

**CITY OF EVERETT  
WASHINGTON**

By:   
\_\_\_\_\_  
Cassie Franklin, Mayor

01/30/2025

\_\_\_\_\_  
Date

**CONTRACTOR:**


**EARTHWORK SOLUTIONS, LLC**

By: *Pavel Nikolin*  
\_\_\_\_\_  
Pavel Kikolin, President

01/27/2025

\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Office of the City Clerk  
Date 01/30/2025

STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

(6.9.22)

**ATTACHMENT TO CONTRACT  
(CONTRACTOR PROPOSAL)**

**CITY OF EVERETT, WASHINGTON**

**CONTRACT PROVISIONS**

**FULTON STREET PEDESTRIAN BICYCLE CORRIDOR**

**WORK ORDER #3785**

**Federal Aid # TAP-0420(026)**

**BID PROPOSAL**

To the City Council  
Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for \* The construction of up to 135 tons of Hot Mix Asphalt, Class ½-inch, PG 64-22, two inches (2") thick, on Fulton Street from Hewitt Ave to California , including grinding, sidewalk construction, driveway ramps, Concrete panel replacement for up to 353 SY from Pacific to Hewitt, signing, bike lanes, utility adjustments, valve box, J-box, striping, video traffic detection, \* and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or necessary to complete the work in the manner herein specified and according to the requirements of the Engineer.

The undersigned bidder certifies that this Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned below, and no officer or employee of the City of Everett is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the work to which it relates, or any portion of the profits thereof.

The undersigned bidder agrees that it will complete the work in all respects within \*forty eight (48)\* working days from the date of written Notice to Proceed; that they will pay liquidated damages to the City in the amount specified in the Contract.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and the Standard Specifications, the Special Provisions, and the "Instructions to Bidders" hereby attached. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute the Contract and provide the required bonds as stated in the Instructions to Bidders hereto attached, within twenty (20) calendar days after the award date, then the City may, at its option, determine that the undersigned has abandoned the Contract and thereupon this Contract shall be null and void and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

*This page intentionally left blank*

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.

## BID SCHEDULES, FULTON STREET PEDESTRIAN BICYCLE CORRIDOR WO# 3785

BIDDER: EARTHWORK SOLUTIONS, LLC

Item No.	Item Description	Unit	Bid Qty	Unit Cost	Total
1	Mobilization 10%	L.S.	1.0	\$ 63,000.00	\$ 63,000.00
2	REMOVING PLASTIC LINE	LF	1201	\$ 1.20	\$ 1,441.20
3	REMOVING PLASTIC TRAFFIC MARKING	EA	3	\$ 120.00	\$ 360.00
4	REMOVING PLASTIC CROSSWALK LINE	SF	720	\$ 3.60	\$ 2,592.00
5	ROADWAY EXCAVATION, INCL. HAUL	CY	72	\$ 102.00	\$ 7,344.00
6	CRUSH SURFACING BASE COURSE	TON	177	\$ 81.61	\$ 14,444.97
7	GRAVEL BORROW INCL HAUL	TON	19	\$ 75.90	\$ 1,442.10
8	REPLACE CEMENT CONCRETE PANEL	SY	353	\$ 312.60	\$ 110,347.80
9	SAWCUT CONCRETE	LF	35	\$ 6.60	\$ 231.00
10	SAWCUT ASPHALT	LF	473	\$ 3.90	\$ 1,844.70
11	Planing Bituminous Pavement	SY	1,299	\$ 15.00	\$ 19,485.00
12	HMA Class 1/2 inch, PG 64-22	TON	135	\$ 211.80	\$ 28,593.00
13	INLET PROTECTION	EA	4	\$ 120.00	\$ 480.00
14	TOPSOIL TYPE A	SY	64	\$ 67.20	\$ 4,300.80
15	SOD INSTALLATION	SY	64	\$ 32.40	\$ 2,073.60
16	STREET CLEANING	HR	140	\$ 162.00	\$ 22,680.00
17	SPCC PLAN	LS	1	\$ 600.00	\$ 600.00
18	CEMENT CONC. TRAFFIC CURB Type E-1	LF	450	\$ 55.87	\$ 25,141.50
19	PLASTIC LINE	LF	520	\$ 4.80	\$ 2,496.00
20	WIDE LINE	LF	1,934	\$ 4.80	\$ 9,283.20
21	24" PLASTIC CROSSWALK LINE	SF	720	\$ 5.70	\$ 4,104.00
22	24" PLASTIC STOP LINE	LF	92	\$ 13.50	\$ 1,242.00
23	PLASTIC TRAFFIC SHARO STRAIGHT	EA	2	\$ 459.74	\$ 919.48
24	PLASTIC BICYCLE LANE SYMBOL	EA	10	\$ 379.20	\$ 3,792.00
25	PLASTIC BICYCLE LANE SYMBOL (STRAIGHT)	EA	1	\$ 673.20	\$ 673.20
26	PLASTIC BICYCLE DETECTOR SYMBOL	EA	3	\$ 885.00	\$ 2,655.00
27	PLASTIC BICYCLE LANE LEFT/RIGHT TURN ARROW (WHITE)	EA	1	\$ 709.20	\$ 709.20
28	PLASTIC BIKE LANE EXTENTION LINE (GREEN AND WHITE)	SF	216	\$ 9.42	\$ 2,034.72
29	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 24,000.00	\$ 24,000.00
30	TRAFFIC SIGNAL SYSTEM VIDEO	EA	3	\$ 48,300.00	\$ 144,900.00
31	PERMANENT SIGNING	LS	1	\$ 8,160.00	\$ 8,160.00
32	ADA FEATURES SURVEYING	LS	1	\$ 6,000.00	\$ 6,000.00
33	ADJUST VALVE BOX TO GRADE	EA	2	\$ 900.00	\$ 1,800.00

34	ADJUST JUNCTION BOX TO GRADE	EA	1	\$ 900.00	\$ 900.00
35	CEMENT CONCRETE CURB RAMP TYPE PARALLEL	EA	1	\$ 5,076.00	\$ 5,076.00
36	Temporary ACP Ramp	SY	24	\$ 1,476.00	\$ 35,424.00
37	CEMENT CONCRETE SIDEWALK	SY	255	\$ 128.40	\$ 32,742.00
38	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	SY	264	\$ 134.40	\$ 35,481.60
39	Mailbox SUPPORT TYPE	EA	1	\$ 1,320.00	\$ 1,320.00
40	Minor Change	CALC	1	\$ 25,000.	\$ 25,000.00
41	WORK ZONE SAFETY CONTINGENCY	EST	1,350	1.00	\$ 1,350.00
42	UNIFORM POLICE OFFICER	HOURL	32	\$ 168.00	\$ 5,376.00
43	RECORD DRAWINGS (MINIMUM BID \$2,000)	LS	1	\$ 2,000.00	\$ 2,000.00
<b>TOTAL</b>					\$ 663,840.07

The undersigned bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the provisions of the Drawings and Specifications and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

[illegible]

Dated at: 11:10 am Date: 10/01/24

*This page intentionally left blank*

# 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.

**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.

DOT Form 272-0361 EF  
07/2011

## BID GUARANTY

Bidder herewith guarantees its bid by depositing one of the following with its bid/proposal in an amount of five percent (5%) or more of the bidder's total bid/proposal:

- ☐ Certified check
- ☐ Cashier's check
- ☒ Bid Bond

  
\_\_\_\_\_  
Signature

## BID BOND

Bond No. Bid Bond

Project Fulton Street Pedestrian Bicycle Corridor

W.O. # 3785

KNOW ALL MEN BY THESE PRESENTS,

that Earthwork Solutions, LLC [Contractor], a <sup>Limited Liability Company</sup> ~~corporation~~ organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and United Fire & Casualty Company [Surety], a corporation organized under the laws of the State of Iowa and registered to transact business in the State of Washington, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the City in the sum of Five Percent (5%) of the Total Amount Bid and \_\_\_/100's Dollars (\$ --5%--), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to pay and forfeit to the City the amount of this bond as provided herein, upon the conditions contained herein, unless the conditions for release contained herein are satisfied or expressly waived in a writing signed by the City Attorney.

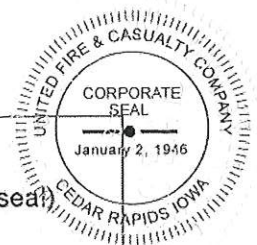
It is expressly understood and agreed that:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1. City accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City) the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents, o

3.2. All bids are rejected by City, or

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.
7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.
8. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
Earthwork Solutions, LLC (seal) Bidder's Name and Corporate Seal	United Fire & Casualty Company (seal) Surety's Name and Corporate Seal
By: <u>[Signature]</u> President, 10/1/24 Signature, Title, and Date	By: <u>[Signature]</u> 10/01/2024 Signature, Title, and Date Elizabeth R. Hahn, Attorney-in-Fact
Address: <u>8629 156th Street NE</u> <u>Arlington, WA 98223</u>	Address: <u>2233 112th Ave NE</u> <u>Bellevue, WA 98004</u>
Attest: <u>[Signature]</u> 10/1/24 Signature, Title and Date Witness	Attest: <u>[Signature]</u> 10/1/2024 Signature, Title and Date Witness





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

NICHOLAS FREDRICKSON, ANDREW KERSLAKE, GUY P. ARMFIELD, ROGER KALTENBACH, ELIZABETH R. HAHN, SCOTT MCGILVRAY, ALEC GUMPFER, GREG LAGREID, DEANNA M. FRENCH, JANA M. ROY, KATELYN COOPER, RONALD J. LANGE, SCOTT FISHER, SCOTT GARCIA, SUSAN B. LARSON, MINDEE L. RANKIN, FRANCIS WIRT, JOHN N. BUSTARD, ROLAND R. EUGENIO, SHIRLEY J. PACE, LAUREN ZAKARIAN, REBECCA SARMIENTO, CHRIS LARSON, KYLE DOZIER, ABBIE A. BONNEY, SANDY L. BOSWELL, JANIE MA, BRENDA S. NOLIN, SHARON POPE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

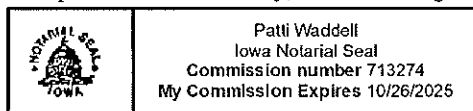


UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 1st day of October, 2024.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC



## Form Instructions

The following information on each firm that submitted a bid is required as part of part of 49 CFR 26.11(c)(2):

**Firm/Subcontractor Name:** Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

**Address:** Enter the date the main address of the firm/subcontractor. Include the zip code.

**DBE Status:** Enter the DBE status. Options are DBE and Non-DBE.

**Race:** Enter the race of the majority DBE Owner. Options are "Black American", "Hispanic American", "Native American", "Asian-Pacific American", "Subcontinent Asian American", and "White".

**Gender:** Enter the gender of the majority DBE Owner. Options are "Female" and "Male".

**NAICS Codes:** Enter the appropriate NAICS Codes for the work the bid was submitted.

**Scope of Work:** Enter the scope of the work the bid was submitted for.

**Firm Age:** Enter the age of the Firm.

**Firm Gross Receipts:** Enter the annual gross receipts. Options are "Less than \$1 million", "\$1-\$3 million", "\$3-\$6 million", "\$6-\$10 million", "\$10-\$20 million", "\$20-\$30.72 million", "Greater than \$30.72 million".

## Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: FULTON STREET PEDESTRIAN BICYCLE CO.

[illegible]

Disadvantaged Business Enterprise \$79,660.81  
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount \$129,000.20

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

## Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

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

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state "**Partial**" and describe the Work that is included.
  - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

**Note 1:** For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to  $(\$100,000 \times 50\%) = \$50,000$  (Column 5) to be applied towards the goal.

**Note 2:** For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to  $(\$100,000 \times 60\%) = \$60,000$  (Column 5) to be applied towards the goal

**Note 3:** For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to  $(\$100,000 \times \text{reasonable fee } \%) = \$$  (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

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



## Disadvantaged Business Enterprise Utilization Certification

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

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

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

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

**EXAMPLE**

Disadvantaged Business Enterprise 356,968.16  
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount 1,295,250  
Box 4

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



**Disadvantaged Business Enterprise (DBE)  
Written Confirmation Document**

See Contract Provisions: DBE Document Submittal Requirements  
Disadvantaged Business Enterprise Participation

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

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

---

**PART A: To be completed by the bidder**

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

Contract Title: Fulton Street Pedestrian Bicycle Corridor - Everett WA

Bidder's Business Name: Earthworks Solutions

DBE's Business Name: J&G Concrete Corporation

Description of DBE's Work: Cement Conc. Flat Work : Sidewalk, Driveway, Curb, Conc. Panel

Dollar Amount to be Applied Towards DBE Goal: \$119,199.00

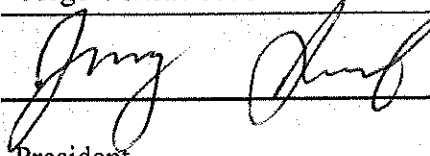
Dollar Amount to be Subcontracted to DBE\*: \_\_\_\_\_  
\*Optional Field

---

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

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

Name (printed): Jorge Velica / J&G Concrete Corporation

Signature: 

Title: President

Address: P.O. BOX 1062  
Milton, WA. 98354

Date: 10/01/24



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

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

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

---

**PART A: To be completed by the bidder**

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

Contract Title: Fulton Street Pedestrian Bicycle Corridor, City of Everett #3785

Bidder's Business Name: Earthwork Solutions, LLC

DBE's Business Name: AAA Contractors, Inc.

Description of DBE's Work: Planing

Dollar Amount to be Applied Towards DBE Goal: \$4,030.20

Dollar Amount to be Subcontracted to DBE\*: \$4936.20  
\*Optional Field

---

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

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

Name (printed): Pavitarpal Purewal

Signature: Pavitarpal Purewal-Pres

Title: President

Address: 24816 Pacific Hwy South  
Kent, WA 98032

Date: 10/1/2024



Washington State  
Department of Transportation

**Disadvantaged Business Enterprise (DBE)  
Written Confirmation Document**

See Contract Provisions: DBE Document Submittal Requirements  
Disadvantaged Business Enterprise Participation

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

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

**PART A: To be completed by the bidder**

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

Contract Title: Fulton Street Pedestrian Bicycle Corridor

Bidder's Business Name: Earthwork Solutions

DBE's Business Name: Obunco Engineering

Description of DBE's Work: Surveying

Dollar Amount to be Applied Towards DBE Goal: \$4,862.00

Dollar Amount to be Subcontracted to DBE\*: \_\_\_\_\_  
\*Optional Field

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

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

Name (printed): Todd Williams

Signature: \_\_\_\_\_

Title: Principal

Address: 33650 6th Avenue S STE 102  
Federal Way WA 98003

Date: 9/26/24



## Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number 3785		2. Contract Name Fulton Street Pedestrian Bicycle Corridor	
3. Prime Contractor EARTHWORK SOLUTIONS LLC		4. Prime Contractor Representative Name JOSH FRIZZELL	
5. Prime Contractor Representative Phone Number 360-540-1954		6. Prime Contractor Representative Email JOSH.F@EARTHWORKSOLUTIONS.COM	

Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partial (See Instructions)	Column 4 Quantity (See Instructions)	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8 Dollar Amount to be Applied Towards Goal (See Instructions)
J&G CONCRETE	1	PARTIAL	1	MOBILIZATION	\$3,400.00	\$3,400.00	\$3,400.00
J&G CONCRETE	8	FULL	353	REPLACE CEMENT CONC Panel	\$148.00	\$52,244.00	\$52,244.00
J&G CONCRETE	18	FULL	450	Cement Conc. Traffic Curb	\$35.00	\$15,750.00	\$15,750.00
J&G CONCRETE	35	FULL	1	Cement Conc. Curb Ramp	\$3,600.00	\$3,600.00	\$3,600.00
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
J&G CONCRETE	37	FULL	255	Cement Conc. Sidewalk	\$75.00	\$19,125.00	\$19,125.00
J&G CONCRETE	38	FULL	264	Cement Conc. Driveway En	\$95.00	\$25,080.00	\$25,080.00
O'bunco Engineering	32	FULL	1	Surveying	\$4,865.00	\$4,865.00	\$4,865.00
AAA CONTRACTORS	11	FULL	1,299	PLANNING BITUMINOUS PAVEMENT	\$3.80	\$4,936.20	\$4,936.20
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
<b>TOTAL UDBE Dollar Amount:</b>						\$ 0.00	\$ 0.00

## Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

**Use Additional Sheets if necessary.**

# Disadvantaged Business Enterprise (DBE) Trucking Credit Form

## PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal. Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		
Email		I certify that the above information is complete and accurate.
		Date

## PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

## INSTRUCTIONS

**Please note – All Fields are required**

### PART A: TO BE COMPLETED BY THE BIDDER

**Federal Aid:** Include the project federal-aid number.

**County:** Specify the County where the project will take place.

**Contract #:** Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

**Bid Item:** Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

**Item Description:** Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

**Bidder:** In this section, provide the bidder's legal name, title, Business address, Phone and email.

**The bidder's representative signature is required in addition to the date the form was signed.**

### PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

**DBE Firm:** In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

**The DBE Firm's representative signature is required in addition to the date the form was signed.**



---

**Proposal for Incorporating Recycled Materials into the Project**

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

Proposed total percentage: \_\_\_\_\_ zero 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:

EARTHWORK SOLUTIONS, LLC

Signature of Authorized Official:

Date:

10/1/2024

---

*This page intentionally left blank*



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (October 1, 2024), 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.

EARTHWORK SOLUTIONS LLC

Bidder's Business Name

  
Signature of Authorized Official\*

PAVEL NIKOLIN

Printed Name

PRESIDENT

Title

10/1/2024

Date

ARLINGTON

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☒ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

ARLINGTON, WA

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.*

**COVERSHEET  
DOCUMENTS POSTED ON BUILDER'S EXCHANGE OF WASHINGTON**



<b>Project Name</b>	<b>Fulton Street Pedestrian Bicycle Corridor, City of Everett, WA #3785</b>
<b>Contractor Name</b>	<b>Earthworks Solutions, LLC</b>
<b>Bid Opening Date</b>	<b>10/1/2024 @ 2:00 pm PDT</b>
	<p>Digital Certified Copy Maintained by City Clerk's Office at:</p> <p><a href="https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1807622&amp;searchid=fd4884fb-4e74-4436-9336-f349d18ee2d6&amp;dbid=0">https://lfportal.everettwa.gov/WebLink/DocView.aspx?id=1807622&amp;searchid=fd4884fb-4e74-4436-9336-f349d18ee2d6&amp;dbid=0</a>.</p>

**CITY OF EVERETT**  
DEPARTMENT OF PUBLIC WORKS

**SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS  
FOR**

**FULTON STREET PEDESTRIAN BICYCLE CORRIDOR**

COE PW# 3785

FEDERAL AID # TAP-0420(026)



PREPARED BY:  
**CITY OF EVERETT**  
PUBLIC WORKS - ENGINEERING & PUBLIC SERVICES DEPARTMENT  
3200 CEDAR STREET  
EVERETT, WA 98201

*This page intentionally left blank*

CITY OF EVERETT, WASHINGTON  
SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS

**FULTON STREET PEDESTRIAN BICYCLE CORRIDOR**

COE PW# 3785

FEDERAL AID # TAP-0420(026)

**SEPTEMBER 2024**

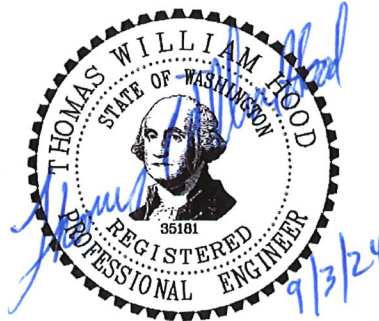
*Prepared By:*

Laura Claywell  
City of Everett, Public Works Department  
425-257-8909  
lclaywell@everettwa.gov



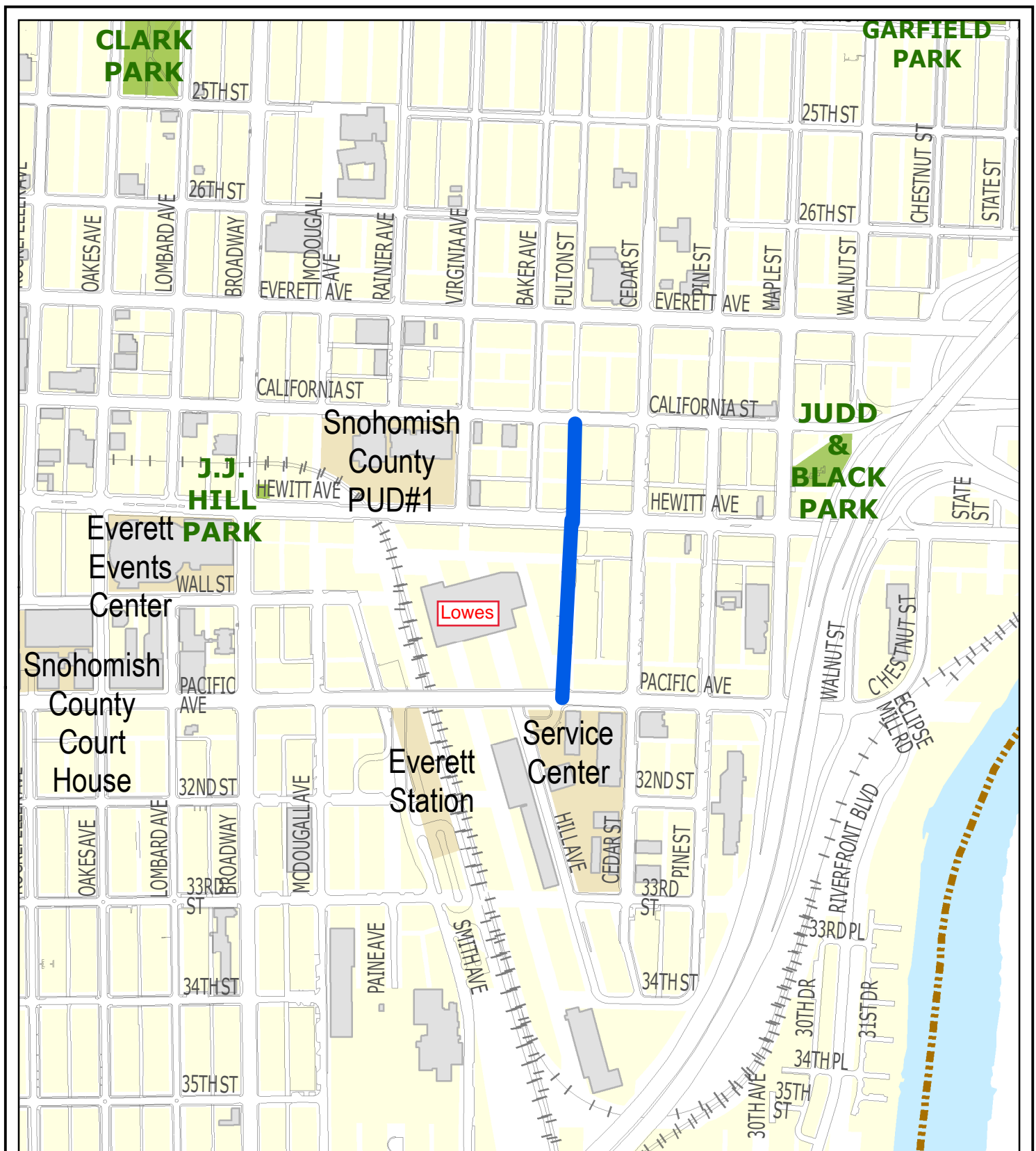
8/30/2024

City of Everett  
Principal Engineer



City of Everett  
City Engineer

*This page intentionally left blank*



### FULTON STREET PEDESTRIAN/BICYCLE CORRIDOR

- City Parks
- Commercial
- Hospital
- Government
- Cemetery
- Fulton Street Pedestrian/Bicycle Corridor

0 0.2 0.4 Miles

This Map has been produced using the best information available. However, the City of Everett in no way guarantees its accuracy.



*This page intentionally left blank*



**CITY OF EVERETT, WASHINGTON  
SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS FOR**

**FULTON STREET PEDESTRIAN BICYCLE CORRIDOR**

COE # 3785

FEDERAL AID # TAP-0420(026)

**NOTICE TO CONTRACTORS**

**ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids/proposals for the **Fulton Street Pedestrian Bicycle Corridor** will be received at the City Clerk, 1st Floor Everett Municipal Building, 2930 Wetmore, Everett, WA, 98201, until 2:00 p.m. on Tuesday, **October 1, 2024**. At this appointed time, all bids/proposals will be opened and read aloud publicly via live streaming, or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett, WA 98201. The link to view the live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>.

The engineer's estimate for this project is **\$882,000**, not including sales tax.

The project includes, is not limited to, The construction of up to 135 tons of Hot Mix Asphalt, Class ½-inch, PG 64-22, two inches (2") thick, on Fulton Street from Hewitt to California, including grinding, 353 SY cement concrete pavement panel replacement on Fulton from Pacific to Hewitt intersections, utility adjustments, such as catch basin, inlet, valve box, monument case and cover, striping, channelization, video traffic detection, and performing all other work as required by the contract.

Free-of-charge access to project bidding documents (plans, specifications, addenda, bidders list, and other documents, if any) is provided to bidders, subcontractors, and vendors at [www.bxwa.com](http://www.bxwa.com) by clicking on "Posted Projects", "Public Works", and "City of Everett". This online plan room provides bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

All bids/proposals must be made upon the City forms provided in the bidding documents and must be accompanied by a bid bond or certified check or cashier's check in an amount not less than five percent (5%) of the total amount of the bid/proposal, all in accordance with the bidding documents. A one hundred percent (100%) performance bond (and a one hundred percent (100%) payment bond, as may be required in the bidding documents), on form(s) provided by the City, will be required of the successful bidder to guarantee faithful performance of the Contract.

Bidders are made aware of the requirement to include a Bidders Questionnaire (WSDOT form 272-022) in accordance with special provisions section 1-02.6. Bids that do not include this form at the time of bid will be rejected in accordance with Section 1-02.13 of the special provisions.

The City reserves the right to reject any and all bids/proposals and to waive any irregularities or informalities. Except as may be provided in the bidding documents, no bidder may withdraw its Bid after the hour set for the

opening thereof. The City further reserves the right to make the award as deemed in the best interest of the City. The right is reserved by the City to postpone the award for a period of 45 days after bid opening.

The Contractor will be required to comply with all local, State, and Federal laws and regulations pertaining to equal employment opportunities.

**The City, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and 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.**

By order of the City Council, Everett, Washington.

## Table of Contents

COVER

SIGNATURE PAGE

VICINITY MAP

NOTICE TO CONTRACTORS

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS FOR SPECIAL PROVISIONS

SPECIAL PROVISIONS

BID PROPOSAL:

LETTER TO COUNCIL

BID ITEM TABLE

PROPOSAL SIGNATURE SHEET

LOCAL AGENCY CERTIFICATION FOR FEDERAL-AID CONTRACTS (272-040A, 07/11) [WSDOT forms](#)

NON-COLLUSION DECLARATION (272-036I, 07/11) [WSDOT forms](#)

BID GUARANTY AND BID BOND

BIDDERS QUESTIONNAIRE (272-022, 08/24) [WSDOT forms](#)

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION (272-056, 12/21) [WSDOT forms](#)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) WRITTEN CONFIRMATION DOCUMENT (422-031, 07/16) [WSDOT forms](#)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) BID ITEM BREAKDOWN FORM (272-054, 9/20) [WSDOT forms](#)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) TRUCKING CREDIT FORM (272-058, 9/20) [WSDOT forms](#)

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT (REV 1/8/16)

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

CONTRACT:

CONTRACT WITH SIGNATURE PAGE

PERFORMANCE BOND (272-002A, 12/19)

PAYMENT BOND (272-003A, 12/19)

APPENDICES:

A) L&I POLICY STATEMENT

BENEFITS CODE KEY

STATE PREVAILING WAGES

B) FEDERAL PREVAILING WAGES

C) PUGET SOUND CLEAN AIR AGENCY EXCERPTS OF AIR QUALITY RULES

D) FEDERAL-AID CONSTRUCTION; REQUIRED CONTRACT PROVISIONS (FHWA-1273, 10/23/23)

E) SAMPLE CHANGE ORDER FORMS; AGREED AND UNILATERAL

**NOTE: PDF FILL-ABLE WSDOT FORMS FOUND AT <https://www.wsdot.wa.gov/forms/pdfForms.html> MAY BE SUBSTITUED FOR PROVIDED FORMS IF MATCHING FORM NUMBER AND REVISION DATE IS USED.**

*This page intentionally left blank*

**CITY OF EVERETT, WASHINGTON  
CONTRACT PROVISIONS FOR  
WORK ORDER NO.: PW 3785  
FEDERAL AID NO.: TAP-0420(026)**

**INSTRUCTIONS TO BIDDERS  
FOR FEDERAL-AID PROJECTS**

**1.0 Design Engineer**

Questions and inquiries about these Contract Provisions should be directed to the attention of Laura Claywell, (425) 257-8909 or lclaywell@everettwa.gov.

**2.0 Bidder's Check List**

The bidder's attention is directed to the following City-provided forms which must be executed in full as required and submitted with the bid. Online fill-able forms may be downloaded from <https://www.wsdot.wa.gov/forms/pdfForms.html>, exact form number and revision date must be used:

1. **Proposal:** The lump sum and unit price items must be shown in the space provided. Show unit prices in figures.
2. **Proposal Signature Sheet:** To be filled in and signed by the Bidder.
3. **Local Agency Subcontractor List (DOT Form 271-15A Rev 06/2020):** To be filled in by the Bidder.
4. **Local Agency Certification for Federal-Aid Contracts (DOT Form 272-040A Rev 07/2011):** To be submitted with the bid.
5. **Local Agency Non-Collusion Declaration (DOT Form 272-036I Rev 07/2011):** To be submitted with the bid.
6. **Bid Bond:** This form provided by the City is to be executed by the Bidder and the surety company unless bid is accompanied by a certified check or cashier's check. The amount of this bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. Cash will not be accepted.
7. **Bidder Questionnaire (DOT Form 272-022):** To be filled in and signed by the bidder (if DBE goal is assigned.)
8. **Disadvantaged Business Enterprise Utilization Certification (DOT Form 272-056 Rev 12/2021):** To be filled in and signed by the bidder (if DBE goal is assigned.)
9. **Disadvantaged Business Enterprise (DBE) Written Confirmation Document (DOT Form 422-031 Rev 07/2016):** To be filled in and signed by DBEs (if DBE goal is assigned.)
10. **Disadvantaged business enterprise (DBE) Bid Item Breakdown Form (DOT Form 272-054 Rev 09/2020):** To be filled in by Bidder (if DBE goal is assigned.)
11. **Disadvantaged Business Enterprise (DBE) Trucking Credit Form (DOT Form 422-058 Rev 09/2020):** To be filled in and signed by DBE Trucking Firms (if DBE goal is assigned.)
12. **Proposal for Incorporating Recycled Materials into the Project:** To be filled in and signed by the Bidder. (<http://www.wsdot.wa.gov/partners/apwa/recycledmatsbidform.pdf>)

**CITY OF EVERETT, WASHINGTON  
CONTRACT PROVISIONS FOR  
WORK ORDER NO.: PW 3785  
FEDERAL AID NO.: TAP-0420(026)**

Failure to complete the aforementioned forms and to submit said forms with the bid may be due cause for rejection of bid. All protests by Bidders must be in accordance with Chapter 3.46 of the Everett Municipal Code, "Bid Protest Procedures."

### **3.0 Pre-Award Forms**

The following form is required to be signed and submitted prior to award of Contract:

1. **Certification of Compliance with Wage Payment Statutes:** To be filled in and signed. This certification is not required to be submitted with the bid proposal and may be submitted after bid opening. The Contract cannot be awarded without this certification.

### **4.0 Contract Forms**

The following forms are to be executed and/or delivered after the award of Contract:

1. **Contract:** This Contract to be executed by the successful bidder with the City's AdobeSign system within twenty (20) calendar days after the award date.
2. **Performance Bond (DOT Form 272-002A Rev 12/2019):** This form is to be executed by the successful bidder and surety company in duplicate and delivered to the City within twenty (20) calendar days after the award date. The amount of this bond shall be one hundred percent (100%) of the amount of the bid and shall be submitted with the contract.
3. **Payment Bond (DOT Form 272-003A Rev 12/2019):** This form is to be executed by the successful bidder and surety company in duplicate and delivered to the City within twenty (20) calendar days after the award date. The amount of this bond shall be one hundred percent (100%) of the amount of the bid and shall be submitted with the contract.
4. **Proof of Insurance:** Insurance certificates and endorsements shall be obtained and maintained in force in accordance with Section 1-07.18 of the Special Provisions. Pdf copies of the certification and endorsements must be delivered to the City within twenty (20) calendar days after the award date.
5. **Power of Attorney:** Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
6. **Statement of Intent to Pay Prevailing Wage (L&I Form 700-29) and Affidavit of Wages Paid (K-700-007-000)** from the Contractor, Subcontractor and any agent to the Subcontractor shall be submitted to the Employment Standards Division, State Department of Labor and Industries, Olympia, Washington.
7. **Weekly Statement with Respect to Payment of Wages (Form WH347):** Contractors, Subcontractors, and agents to Subcontractors using Payroll Form WH347 may use State of Compliance found on back of form. Contractors, Subcontractors, or agents to Subcontractors not using Payroll Form WH347 shall attach the Statement of Compliance Form WH348 to each payroll. Submittal of Certified Payrolls and Statements of

**CITY OF EVERETT, WASHINGTON  
CONTRACT PROVISIONS FOR  
WORK ORDER NO.: PW 3785  
FEDERAL AID NO.: TAP-0420(026)**

Compliance is required for projects utilizing federal funds, or when requested in writing by the Engineer.

*This page intentionally left blank*

1 **CONTENTS**

2 PAGE

3  
4

5 INTRODUCTION-----1

6 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

7 **SPECIAL PROVISIONS**

8 **DIVISION 1**  
9 **GENERAL REQUIREMENTS**

10	DESCRIPTION OF WORK-----	1
11	Definitions -----	2
12	BID PROCEDURES AND CONDITIONS -----	4
13	1-02.2 Plans and Specifications -----	4
14	General-----	4
15	Proposal Forms -----	5
16	Preparation of Proposal -----	5
17	Recycled Materials Proposal-----	6
18	Bid Deposit-----	7
19	Delivery of Proposal -----	7
20	Irregular Proposals-----	9
21	Disqualification of Bidders -----	10
22	Pre Award Information -----	10
23	Identical Bid Totals -----	10
24	Execution of Contract -----	11
25	Contract Bond -----	11
26	Judicial Review -----	12
27	Coordination of Contract Documents, Plans, Special Provisions, -----	12
28	Changes -----	12
29	Minor Changes-----	12
30	Conformity with and Deviations from Plans and Stakes-----	13
31	Contractor Surveying – ADA Features-----	13
32	Removal of Defective and Unauthorized Work-----	14
33	Final Inspection -----	14

1	Superintendents, Labor and Equipment of Contractor -----	16
2	Cooperation with Other Contractors -----	16
3	Other Contracts Or Other Work -----	16
4	Water and Power -----	17
5	Record Drawings -----	17
6	CONTROL OF MATERIAL -----	19
7	Build America/Buy America -----	19
8	Financial Incentive -----	22
9	Recycled Materials -----	23
10	LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC -----	23
11	State Sales Tax -----	23
12	Environmental Regulations -----	25
13	Environmental Commitments -----	25
14	Payment -----	25
15	Load Limits -----	25
16	Wages -----	25
17	General -----	25
18	Required Documents -----	25
19	Requirements For Nondiscrimination -----	26
20	Disadvantaged Business Enterprise Condition of Award Participation -----	33
21	Contractual Requirements -----	47
22	Federal Agency Inspection -----	48
23	Required Federal Aid Provisions -----	48
24	Utilities and Similar Facilities -----	49
25	Excess or Umbrella Liability -----	54
26	LHWCA Insurance -----	55
27	Pollution Liability -----	55
28	Public Convenience and Safety -----	55
29	Construction Under Traffic -----	58
30	Rights Of Way -----	58
31	PROSECUTION AND PROGRESS -----	58
32	Prosecution and Progress -----	58
33	Preliminary Matters -----	58

1	Preconstruction Conference-----	58
2	Hours of Work -----	59
3	Subcontracting -----	59
4	Payments to Subcontractors and Lower-Tier Subcontractors -----	60
5	Subcontractor Retainage-----	61
6	Required Subcontract Clauses -----	61
7	Clauses Required in Subcontracts of All Tiers -----	61
8	Progress Schedule-----	61
9	Type A Progress Schedule-----	61
10	Preliminary Progress Schedules -----	61
11	Prosecution of Work -----	62
12	Notice to Proceed and Prosecution of Work -----	62
13	Time For Completion -----	62
14	Suspension of Work -----	63
15	Liquidated Damages-----	64
16	General Requirements for Weighing Equipment -----	65
17	Measurement-----	65
18	Force Account-----	65
19	Mobilization -----	65
20	Payment For Material On Hand -----	66
21	Payments-----	67
22	Retainage-----	67
23	Time Limitation and Jurisdiction -----	68
24	Arbitration General -----	68
25	Venue for Litigation -----	68
26	TEMPORARY TRAFFIC CONTROL -----	68
27	Traffic Control Management-----	69
28	General-----	69
29	Traffic Control Labor, Procedures and Devices -----	70
30	Traffic Control Labor-----	70
31	1-10.3(1)C Uniformed Police Officer-----	70

1	<b>DIVISION 2</b>	
2	<b>EARTHWORK</b>	
3	STREET CLEANING-----	72
4	<b>DIVISION 5</b>	
5	<b>SURFACE TREATMENTS AND PAVEMENTS</b>	
6	Hot Mix Asphalt-----	74
7	5-05 CEMENT CONCRETE PAVEMENT -----	98
8	5-05.2 Materials -----	98
9	5-05.3 Construction Requirements-----	98
10	5-05.4 Measurement -----	99
11	5-05.5 Payment-----	99
12	<b>DIVISION 7</b>	
13	<b>DRAINAGE STRUCTURES, STORM SEWERS, SANITARY</b>	
14	<b>SEWERS, WATER MAINS, AND CONDUITS</b>	
15	MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS -----	100
16	Construction Requirements-----	100
17	Adjusting Manholes and Catch Basins to Grade -----	100
18	Adjusting Valve Boxes to Grade-----	101
19	7-05.4 Measurement -----	101
20	7-05.5 Payment-----	101
21	<b>DIVISION 8</b>	
22	<b>MISCELLANEOUS CONSTRUCTION</b>	
23	CEMENT CONCRETE SIDEWALKS-----	103
24	Construction Requirements-----	103
25	ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION	
26	SYSTEMS, AND ELECTRICAL-----	104
27	Materials -----	104
28	9-29.18 Vehicle Detector-----	104
29		

## INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 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 GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 City of Everett COE GSP) Agency Special Provision

*Project specific special provisions are labeled without a date as such:*

(\*\*\*\*\*)

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 Manual M21-01, current edition
- *Design and Construction Standards & Specifications for Development*, City of Everett, current edition

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

DIVISION1.GR1

### Division 1 General Requirements

DESWORK.GR1

## DESCRIPTION OF WORK

1 FDESWORK1  
2 (March 13, 1995)  
3 This Contract provides for the improvement of \*\*\*The construction of up to 130 tons of Hot Mix  
4 Asphalt, Class ½-inch, PG 64-22, two inches (2") thick, on Fulton Street from Hewitt Ave to  
5 California , including grinding, sidewalk construction, driveway ramps, Concrete panel  
6 replacement for up to 410 SY from Pacific to Hewitt, signing, bike lanes, utility adjustments,  
7 valve box, J-box, striping, video traffic detection, \*\*\* and other work, all in accordance with  
8 the attached Contract Plans, these Contract Provisions, and the Standard Specifications.  
9  
10 **1-01.3.RTF**  
11 **1-01.3 Definitions**  
12 *(January 19, 2022 APWA GSP)*  
13  
14 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace  
15 them with the following:  
16  
17 **Dates**  
18 ***Bid Opening Date***  
19 The date on which the Contracting Agency publicly opens and reads the Bids.  
20 ***Award Date***  
21 The date of the formal decision of the Contracting Agency to accept the lowest  
22 responsible and responsive Bidder for the Work.  
23 ***Contract Execution Date***  
24 The date the Contracting Agency officially binds the Agency to the Contract.  
25 ***Notice to Proceed Date***  
26 The date stated in the Notice to Proceed on which the Contract time begins.  
27 ***Substantial Completion Date***  
28 The day the Engineer determines the Contracting Agency has full and unrestricted  
29 use and benefit of the facilities, both from the operational and safety standpoint, any  
30 remaining traffic disruptions will be rare and brief, and only minor incidental work,  
31 replacement of temporary substitute facilities, plant establishment periods, or  
32 correction or repair remains for the Physical Completion of the total Contract.  
33 ***Physical Completion Date***  
34 The day all of the Work is physically completed on the project. All documentation  
35 required by the Contract and required by law does not necessarily need to be  
36 furnished by the Contractor by this date.  
37 ***Completion Date***  
38 The day all the Work specified in the Contract is completed and all the obligations of  
39 the Contractor under the contract are fulfilled by the Contractor. All documentation  
40 required by the Contract and required by law must be furnished by the Contractor  
41 before establishment of this date.  
42 ***Final Acceptance Date***  
43 The date on which the Contracting Agency accepts the Work as complete.  
44  
45 Supplement this Section with the following:  
46  
47 All references in the Standard Specifications or WSDOT General Special Provisions, to  
48 the terms "Department of Transportation", "Washington State Transportation  
49 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",  
50 and "State Treasurer" shall be revised to read "Contracting Agency".

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

**1-02.1.RTF**  
**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**  
*(January 24, 2011 APWA GSP)*

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

**COE 1-02.2.RTF**

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

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	<b>5</b>	Furnished automatically upon award.
Contract Provisions	<b>5</b>	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	<b>3</b>	Furnished only upon request.

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

**F1-02.4(1).OptionB.docx**

**1-02.4(1) General**  
*(December 30, 2022 APWA GSP Option B)*

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

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

1  
2 **1-02.5.RTF**

3 **1-02.5 Proposal Forms**  
4 *(July 31, 2017 APWA GSP)*  
5

6 Delete this section and replace it with the following:  
7

8 The Proposal Form will identify the project and its location and describe the work. It will  
9 also list estimated quantities, units of measurement, the items of work, and the materials  
10 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal  
11 form that call for, but are not limited to, unit prices; extensions; summations; the total bid  
12 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment  
13 of addenda; the bidder's name, address, telephone number, and signature; the bidder's  
14 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's  
15 Registration Number; and a Business License Number, if applicable. Bids shall be  
16 completed by typing or shall be printed in ink by hand, preferably in black ink. The  
17 required certifications are included as part of the Proposal Form.  
18

19 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
20 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
21 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
22 specified.  
23

24 **1-02.6.GR1**

25 **Preparation of Proposal**  
26

27 **1-02.6.INST3.GR1**

28 Section 1-02.6 is supplemented with the following:  
29

30 **1-02.6.OPT3.NEW.GR1**

31 ***(November 20, 2023)***

32 The Bidder shall submit with the Bid the following:

- 33 1) Disadvantaged Business Enterprise Utilization Certification (WSDOT Form  
34 272-056)
- 35 2) DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every  
36 DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise  
37 Utilization Certification, the Bidder shall submit written confirmation from that  
38 DBE firm that the DBE is in agreement with the DBE participation commitment  
39 that the Bidder has made in the Bidder's completed Disadvantaged Business  
40 Enterprise Utilization Certification.
- 41 3) Good Faith Effort Documentation - Bidder must submit good faith effort  
42 documentation with the Disadvantaged Business Enterprise Utilization  
43 Certification ONLY In The Event the bidder's efforts to solicit sufficient DBE  
44 participation have been unsuccessful.
- 45 4) DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE  
46 Item Breakdown form defining the scope of work to be performed by each DBE  
47 listed on the DBE Utilization Certification.

Directions for delivery of the Disadvantaged Business Enterprise, Written Confirmation Documents, and Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9 and 1-02.10.

**1-02.6.OptionB.RTF**

*(January 4, 2024 APWA GSP 1-02.6, Option B)*

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

**1-02.6(1).RTF**

Add the following new section:

**1-02.6(1) Recycled Materials Proposal**

*(January 4, 2016 APWA GSP)*

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

**1-02.7.RTF**

**1-02.7 Bid Deposit**

*(March 8, 2013 APWA GSP)*

Supplement this section with the following:

Bid bonds shall contain the following:

- 1 1. Contracting Agency-assigned number for the project;
- 2 2. Name of the project;
- 3 3. The Contracting Agency named as obligee;
- 4 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
- 5 represents five percent of the maximum bid amount that could be awarded;
- 6 5. Signature of the bidder's officer empowered to sign official statements. The signature
- 7 of the person authorized to submit the bid should agree with the signature on the
- 8 bond, and the title of the person must accompany the said signature;
- 9 6. The signature of the surety's officer empowered to sign the bond and the power of
- 10 attorney.
- 11

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

14  
15 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

16  
17 **1-02.9.OptionB.RTF**

18 **1-02.9 Delivery of Proposal**

19 *( July 8, 2024 APWA GSP Option B)*

20

21 Delete this section and replace it with the following:

22

23 **DBE DOCUMENT SUBMITTAL REQUIREMENTS**

24 **General**

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

29

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

32

- 33 • DBE Utilization Certification (WSDOT 272-056)
- 34 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm
- 35 listed on the Bidder's completed DBE Utilization Certification
- 36 • Good Faith Effort (GFE) Documentation (if applicable)
- 37 • DBE Bid Item Breakdown (WSDOT 272-054)
- 38

39 Proposals that are received as required will be publicly opened and read as specified  
40 in Section 1-02.12. The Contracting Agency will not open or consider any Bid  
41 Proposal that is received after the time specified in the Call for Bids for receipt of Bid  
42 Proposals or received in a location other than that specified in the Call for Bids. The  
43 Contracting Agency will not open or consider any "Supplemental Information" (Written  
44 Confirmation Documents or GFE Documentation) that is received after the time  
45 specified or received in a location other than that specified in the Call for Bids.

46

47 If an emergency or unanticipated event interrupts normal work processes of the  
48 Contracting Agency so that Proposals cannot be received at the office designated for  
49 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the  
50 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.

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By facsimile to the following FAX number: 425 257-8882, or
3. By e-mail to the following e-mail address: sbridge@everettwa.gov

**DBE Utilization Certification (WSDOT Form 272-056)**

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.

**DBE Written Confirmation Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)**

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation(if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The Written Confirmation and/or GFE Documentation 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 Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

**DBE Bid Item Breakdown Form (WSDOT Form 272-054)**

The DBE Bid Item Breakdown 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, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

**1-02.13.RTF**

**1-02.13 Irregular Proposals**

*(January 4, 2024 APWA GSP)*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;

- 1 d. The Proposal form is not properly executed;  
2 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT  
3 Form 271-015), if applicable, as required in Section 1-02.6;  
4 f. The Bidder fails to submit or properly complete a Disadvantaged Business  
5 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in  
6 Section 1-02.6;  
7 g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)  
8 from each DBE firm listed on the Bidder's completed DBE Utilization  
9 Certification that they are in agreement with the bidder's DBE participation  
10 commitment, if applicable, as required in Section 1-02.6, or if the written  
11 confirmation that is submitted fails to meet the requirements of the Special  
12 Provisions;  
13 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
14 as required in Section 1-02.6, or if the documentation that is submitted fails to  
15 demonstrate that a Good Faith Effort to meet the Condition of Award in  
16 accordance with Section 1-07.11;  
17 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-  
18 054), if applicable, as required in Section 1-02.6, or if the documentation that  
19 is submitted fails to meet the requirements of the Special Provisions;  
20 j. The Bid Proposal does not constitute a definite and unqualified offer to meet  
21 the material terms of the Bid invitation.  
22  
23 2. A Proposal may be considered irregular and may be rejected if:  
24 a. The Proposal does not include a unit price for every Bid item;  
25 b. Any of the unit prices are excessively unbalanced (either above or below the  
26 amount of a reasonable Bid) to the potential detriment of the Contracting  
27 Agency;  
28 c. The authorized Proposal Form furnished by the Contracting Agency is not  
29 used or is altered;  
30 d. The completed Proposal form contains unauthorized additions, deletions,  
31 alternate Bids, or conditions;  
32 e. Receipt of Addenda is not acknowledged;  
33 f. A member of a joint venture or partnership and the joint venture or  
34 partnership submit Proposals for the same project (in such an instance, both  
35 Bids may be rejected); or  
36 g. If Proposal form entries are not made in ink.  
37

38 **1-02.14.Option.A.RTF**

39 **1-02.14 Disqualification of Bidders**

40 *(May 17, 2018 APWA GSP, Option A)*

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

43  
44 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
45 responsibility criteria in RCW 39.04.350(1), as amended.  
46

47 The Contracting Agency will verify that the Bidder meets the mandatory bidder  
48 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the  
49 Contracting Agency reserves the right to request documentation as needed from the  
50 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder  
51 responsibility criteria.  
52

1 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
2 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
3 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
4 If the Bidder disagrees with this determination, it may appeal the determination within two  
5 (2) business days of the Contracting Agency's determination by presenting its appeal and  
6 any additional information to the Contracting Agency. The Contracting Agency will  
7 consider the appeal and any additional information before issuing its final determination.  
8 If the final determination affirms that the Bidder is not responsible, the Contracting Agency  
9 will not execute a contract with any other Bidder until at least two business days after the  
10 Bidder determined to be not responsible has received the Contracting Agency's final  
11 determination.

12

13 **1-02.15.RTF**

14 **1-02.15 Pre Award Information**

15 *(December 30, 2022 APWA GSP)*

16

17 Revise this section to read:

18

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

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

32

33 **1-03.1(1).RTF**

34 **1-03.1(1) Identical Bid Totals**

35 *(December 30, 2022 APWA GSP)*

36

37 Revise this section to read:

38

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

1 responsive Bid, and with a proposed recycled materials percentage that is exactly equal  
2 to the highest proposed recycled materials amount, are eligible to draw.  
3

4 **1-03.3 Execution of Contract**  
5 *(July 8, 2024 APWA GSP Option B)*  
6

7 This section is supplemented with the following:

8 No later than 5 calendar days after the Award date (not including Saturdays, Sundays and  
9 Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form  
10 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-  
11 056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be  
12 able to perform the scope of work subcontracted to them.  
13

14 Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included  
15 as part of the executed Contract.  
16

17 DBE Trucking Credit Forms shall be submitted in one of the following ways:

- 18 1. By E-mail Sbridge@everettwa.gov
- 19 2. By Mail to: 3200 Cedar Street Everett, WA 98201
- 20
- 21
- 22
- 23

24 **1-03.4.RTF**

25 **1-03.4 Contract Bond**  
26 *(July 23, 2015 APWA GSP)*  
27

28 Delete the first paragraph and replace it with the following:  
29

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

- 34 1. Be on Contracting Agency-furnished form(s);
- 35 2. Be signed by an approved surety (or sureties) that:
  - 36 a. Is registered with the Washington State Insurance Commissioner, and
  - 37 b. Appears on the current Authorized Insurance List in the State of Washington  
38 published by the Office of the Insurance Commissioner,
- 39 3. Guarantee that the Contractor will perform and comply with all obligations, duties,  
40 and conditions under the Contract, including but not limited to the duty and obligation  
41 to indemnify, defend, and protect the Contracting Agency against all losses and  
42 claims related directly or indirectly from any failure:
  - 43 a. Of the Contractor (or any of the employees, subcontractors, or lower tier  
44 subcontractors of the Contractor) to faithfully perform and comply with all contract  
45 obligations, conditions, and duties, or
  - 46 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the  
47 Contractor) to pay all laborers, mechanics, subcontractors, lower tier  
48 subcontractors, material person, or any other person who provides supplies or  
49 provisions for carrying out the work;

- 1 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the  
2 project under titles 50, 51, and 82 RCW; and  
3 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign  
4 the bond; and  
5 6. Be signed by an officer of the Contractor empowered to sign official statements (sole  
6 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed  
7 by the president or vice president, unless accompanied by written proof of the  
8 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate  
9 resolution, power of attorney, or a letter to such effect signed by the president or vice  
10 president).

11

12 **1-03.7.RTF**

13 **1-03.7 Judicial Review**

14 *(December 30, 2022 APWA GSP)*

15

16 Revise this section to read:

17

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

24

25 **1-04.2.RTF**

26 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,  
27 Specifications, and Addenda**

28 *(December 30, 2022 APWA GSP)*

29

30 Revise the second paragraph to read:

31

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

34

- 35 1. Addenda,  
36 2. Proposal Form,  
37 3. Special Provisions,  
38 4. Contract Plans,  
39 5. Standard Specifications,  
40 6. Contracting Agency's Standard Plans or Details (if any), and  
41 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

42

43 **1-04.4.RTF**

44 **1-04.4 Changes**

45 *(January 19, 2022 APWA GSP)*

46

47 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

48

49 **1-04.4(1).RTF**

50 **1-04.4(1) Minor Changes**

51 *(May 30, 2019 APWA GSP)*

1 Delete the first paragraph and replace it with the following:

2  
3 Payments or credits for changes amounting to \$\$\$25,000\$\$ or less may be made under  
4 the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure  
5 for Minor Changes may be used in lieu of the more formal procedure as outlined in Section  
6 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work  
7 and will not change Contract Time.  
8

9 1-05.4.GR1

10 **Conformity with and Deviations from Plans and Stakes**

11  
12 1-05.4.INST1.GR1

13 Section 1-05.4 is supplemented with the following:

14  
15 1-05.4.OPT4.GR1

16 **(March 9, 2023)**

17 **Contractor Surveying – ADA Features**

18 **ADA Feature Staking Requirements**

19 The Contractor shall be responsible for setting, maintaining, and resetting all  
20 alignment stakes, and grades necessary for the construction of the ADA features.  
21 Calculations, surveying, and measuring required for setting and maintaining the  
22 necessary lines and grades shall be the Contractor's responsibility. The Contractor  
23 shall build the ADA features within the specifications in the Standard Plans and  
24 contract documents.  
25

26 **ADA Feature Contract Compliance**

27 The Contractor shall be responsible for completing measurements to verify all ADA  
28 features comply with the Contract in the presence of the Engineer.  
29

30 **ADA Feature As-Built Measurements**

31 The Contractor shall be responsible for providing the latitude and longitude of each  
32 ADA feature as indicated on the ADA Inspection Form(s) (WSDOT Form 224-020).  
33

34 The completed ADA Inspection Form(s) (WSDOT Form 224-020) shall be submitted  
35 as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar  
36 days of completing the ADA feature. After acceptance, the Contracting Agency will  
37 submit the final form(s) to the WSDOT ADA Steward.  
38  
39

40 **Payment**

41 Payment will be made for the following bid item that is included in the Proposal:

42  
43 "ADA Features Surveying", lump sum.  
44

45 The lump sum Contract price for "ADA Features Surveying" shall be full pay for all the  
46 Work as specified.  
47

48 In the instance where an ADA feature does not meet accessibility requirements, all work  
49 to replace non-compliant work and then to measure, record the as-built measurements,  
50 and transmit the electronic forms to the Engineer shall be completed at no additional cost  
51 to the Contracting Agency.  
52

1 **1-05.7.RTF**

2 **1-05.7 Removal of Defective and Unauthorized Work**

3 *(October 1, 2005 APWA GSP)*

4  
5 Supplement this section with the following:

6  
7 If the Contractor fails to remedy defective or unauthorized work within the time specified  
8 in a written notice from the Engineer, or fails to perform any part of the work required by  
9 the Contract Documents, the Engineer may correct and remedy such work as may be  
10 identified in the written notice, with Contracting Agency forces or by such other means as  
11 the Contracting Agency may deem necessary.

12  
13 If the Contractor fails to comply with a written order to remedy what the Engineer  
14 determines to be an emergency situation, the Engineer may have the defective and  
15 unauthorized work corrected immediately, have the rejected work removed and replaced,  
16 or have work the Contractor refuses to perform completed by using Contracting Agency  
17 or other forces. An emergency situation is any situation when, in the opinion of the  
18 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk  
19 of loss or damage to the public.

20  
21 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
22 remedying defective or unauthorized work, or work the Contractor failed or refused to  
23 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
24 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
25 include in particular, but without limitation, compensation for additional professional  
26 services required, and costs for repair and replacement of work of others destroyed or  
27 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

28  
29 No adjustment in contract time or compensation will be allowed because of the delay in  
30 the performance of the work attributable to the exercise of the Contracting Agency's  
31 rights provided by this Section.

32  
33 The rights exercised under the provisions of this section shall not diminish the  
34 Contracting Agency's right to pursue any other avenue for additional remedy or damages  
35 with respect to the Contractor's failure to perform the work as required.

36  
37  
38 **1-05.11.RTF**

39 **1-05.11 Final Inspection**

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

42  
43 **1-05.11 Final Inspections and Operational Testing**  
44 *(October 1, 2005 APWA GSP)*

45  
46 **1-05.11(1) Substantial Completion Date**

47  
48 When the Contractor considers the work to be substantially complete, the Contractor  
49 shall so notify the Engineer and request the Engineer establish the Substantial  
50 Completion Date. The Contractor's request shall list the specific items of work that  
51 remain to be completed in order to reach physical completion. The Engineer will  
52 schedule an inspection of the work with the Contractor to determine the status of

1 completion. The Engineer may also establish the Substantial Completion Date  
2 unilaterally.

3  
4 If, after this inspection, the Engineer concurs with the Contractor that the work is  
5 substantially complete and ready for its intended use, the Engineer, by written notice to  
6 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
7 Engineer does not consider the work substantially complete and ready for its intended  
8 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
9 therefor.

10  
11 Upon receipt of written notice concurring in or denying substantial completion, whichever  
12 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
13 interruption, the work necessary to reach Substantial and Physical Completion. The  
14 Contractor shall provide the Engineer with a revised schedule indicating when the  
15 Contractor expects to reach substantial and physical completion of the work.

16  
17 The above process shall be repeated until the Engineer establishes the Substantial  
18 Completion Date and the Contractor considers the work physically complete and ready for  
19 final inspection.

#### 20 21 **1-05.11(2) Final Inspection and Physical Completion Date**

22  
23 When the Contractor considers the work physically complete and ready for final  
24 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
25 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
26 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
27 writing of all particulars in which the final inspection reveals the work incomplete or  
28 unacceptable. The Contractor shall immediately take such corrective measures as are  
29 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
30 diligently, and without interruption until physical completion of the listed deficiencies. This  
31 process will continue until the Engineer is satisfied the listed deficiencies have been  
32 corrected.

33  
34 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
35 written notice listing the deficiencies, the Engineer may, upon written notice to the  
36 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
37 Section 1-05.7.

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

41  
42 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
43 Contracting Agency, in writing, of the date upon which the work was considered physically  
44 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
45 not imply acceptance of the work or that all the obligations of the Contractor under the  
46 contract have been fulfilled.

#### 47 48 **1-05.11(3) Operational Testing**

49  
50 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
51 complete and operable system. Therefore when the work involves the installation of  
52 machinery or other mechanical equipment; street lighting, electrical distribution or signal

1 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
2 Engineer to have the Contractor operate and test the work for a period of time after final  
3 inspection but prior to the physical completion date. Whenever items of work are listed in  
4 the Contract Provisions for operational testing they shall be fully tested under operating  
5 conditions for the time period specified to ensure their acceptability prior to the Physical  
6 Completion Date. During and following the test period, the Contractor shall correct any  
7 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
8 class operating condition. Equipment, electrical controls, meters, or other devices and  
9 equipment to be tested during this period shall be tested under the observation of the  
10 Engineer, so that the Engineer may determine their suitability for the purpose for which  
11 they were installed. The Physical Completion Date cannot be established until testing  
12 and corrections have been completed to the satisfaction of the Engineer.

13  
14 The costs for power, gas, labor, material, supplies, and everything else needed to  
15 successfully complete operational testing, shall be included in the unit contract prices  
16 related to the system being tested, unless specifically set forth otherwise in the proposal.

17  
18 Operational and test periods, when required by the Engineer, shall not affect a  
19 manufacturer's guaranties or warranties furnished under the terms of the contract.  
20  
21

#### 22 **1-05.13.RTF**

#### 23 **1-05.13 Superintendents, Labor and Equipment of Contractor** 24 *(August 14, 2013 APWA GSP)*

25  
26 Delete the sixth and seventh paragraphs of this section.  
27

#### 28 **1-05.14.GR1**

#### 29 **Cooperation with Other Contractors**

#### 30 31 **1-05.14.INST1.GR1**

32 Section 1-05.14 is supplemented with the following:  
33

#### 34 **F1-05.14.OPT1.DOCX**

35 ***(March 13, 1995)***

#### 36 ***Other Contracts Or Other Work***

37 It is anticipated that the following work adjacent to or within the limits of this project will  
38 be performed by others during the course of this project and will require coordination of  
39 the work:  
40

41 \*\*\*

- 42  
43 • 2024 Pavement Maintenance Overlay project is adjacent to the Work on Pacific Ave  
44 at Fulton Ave.

45  
46  
47 \*\*\*  
48

#### 49 **1-05.15.RTF**

#### 50 **1-05.15 Method of Serving Notices** 51 *(January 4, 2024 APWA GSP)* 52

Revise the second paragraph to read:

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

**1-05.16.RTF**

Add the following new section:

**1-05.16 Water and Power**

*(October 1, 2005 APWA GSP)*

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

**1-05.18.RTF**

Add the following new section:

**1-05.18 Record Drawings**

*(March 8, 2013 APWA GSP)*

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.



Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-06.GR1

### **Control of Material**

1-06.INST1.GR1

Section 1-06 is supplemented with the following:

1-06.OPT2.GR1

### ***Build America/Buy America***

1-06.OPT2(A).GR1

***(December 20, 2023)***

### ***General Requirements***

In accordance with Buy America Preferences for Infrastructure Projects requirements contained in 2 CFR 184 and Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

1. All steel and iron used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of three categories: 1) Steel and Iron, 2) Manufactured Product or 3) Construction Material. Only a single category will apply to an item and be subject to the requirements of the BABA requirements of that category. Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a construction material, manufactured product, or steel and iron based on their composition when they arrive at the staging area or work site. When steel or iron are a component of a manufactured product or construction material, the steel and iron components will be subject to "Steel and Iron Requirements" of this Specification.

**Definitions**

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
  - a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
  - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
  - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);
  - d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
  - e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, through the completion of the draw;
  - f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
  - g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or
  - h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.
- Construction Materials do not include items of primarily iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.
- If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.
2. Manufactured Product: A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
3. Manufactured in the United States: A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.
4. Structural Steel: Defined as all structural steel products included in the project.

- 1  
2 5. United States: To further define the coverage, a domestic product is a manufactured  
3 steel construction material that was produced in one of the 50 states, the District of  
4 Columbia, Puerto Rico, or in the territories and possessions of the United States.  
5

6 ***Steel and Iron Requirements***

7 Major quantities of steel and iron construction materials that are permanently incorporated  
8 into the project shall consist of American-made materials only. BABA requirements do not  
9 apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges,  
10 steel scaffolding and falsework.

11  
12 Minor amounts of foreign steel and iron may be utilized in this project provided the cost  
13 of the foreign material used does not exceed one-tenth of one percent of the total contract  
14 cost or \$2,500.00, whichever is greater.  
15

16 American-made material is defined as material having all manufacturing processes  
17 occurring domestically.  
18

19 If domestically produced steel billets or iron ingots are exported outside of the area of  
20 coverage, as defined above, for any manufacturing process then the resulting product  
21 does not conform to the BABA requirements. Additionally, products manufactured  
22 domestically from foreign source steel billets or iron ingots do not conform to the BABA  
23 requirements because the initial melting and mixing of alloys to create the material  
24 occurred in a foreign country.  
25

26 Manufacturing begins with the initial melting and mixing and continues through the coating  
27 stage. Any process which modifies the chemical content, the physical size or shape, or  
28 the final finish is considered a manufacturing process. The processes include rolling,  
29 extruding, machining, bending, grinding, drilling, welding, and coating. The action of  
30 applying a coating to steel or iron is deemed a manufacturing process. Coating includes  
31 epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or  
32 enhances the value of steel or iron. Any process from the original reduction from ore to  
33 the finished product constitutes a manufacturing process for iron.  
34

35 Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore  
36 and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and  
37 reduced iron ore.  
38

39 The following are considered to be steel manufacturing processes:

- 40  
41 1. Production of steel by any of the following processes:  
42  
43 a. Open hearth furnace.  
44  
45 b. Basic oxygen.  
46  
47 c. Electric furnace.  
48  
49 d. Direct reduction.  
50  
51 2. Rolling, heat treating, and any other similar processing.  
52

3. Fabrication of the products:

- a. Spinning wire into cable or strand.
- b. Corrugating and rolling into culverts.
- c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109.

**Manufactured Products**

Due to a nationwide waiver, BABA requirements do not apply to manufactured products. Manufactured products that contain steel and iron, regardless of a nationwide waiver, will follow "Steel and Iron Requirements" of this Specification.

**Construction Material Requirements**

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

**Waiver for De Minimis Costs**

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\text{Total cost of Foreign Construction Materials}}{\text{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Steel and Iron, and all Manufactured Products. Total applicable material costs does not include the cost of cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Steel and iron materials shall follow the "Steel and Iron Requirements" of this Specification.

1-06.2(2)B.docx

**1-06.2(2)B Financial Incentive**  
(January 4, 2024 AWWPA GSP)

1 Replace the first sentence of this Section with the following:

2  
3 The maximum Composite Pay Factor shall be 1.00.

4  
5 **1-06.6.RTF**

6 **1-06.6 Recycled Materials**

7 *(January 4, 2016 APWA GSP)*

8  
9 Delete this section, including its subsections, and replace it with the following:

10  
11 The Contractor shall make their best effort to utilize recycled materials in the construction  
12 of the project. Approval of such material use shall be as detailed elsewhere in the  
13 Standard Specifications.

14  
15 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
16 that were utilized in the construction of the project for each of the items listed in Section  
17 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
18 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material  
19 and aggregates from concrete returned to the supplier). The Contractor's report shall be  
20 provided on DOT form 350-075 Recycled Materials Reporting.

21  
22 1-07.GR1

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

24  
25  
26 **1-07.2.RTF**

27 **1-07.2 State Taxes**

28  
29 Delete this section, including its sub-sections, in its entirety and replace it with the following:

30  
31 **1-07.2 State Sales Tax**

32 *(June 27, 2011 APWA GSP)*

33  
34 The Washington State Department of Revenue has issued special rules on the State  
35 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
36 Contractor should contact the Washington State Department of Revenue for answers to  
37 questions in this area. The Contracting Agency will not adjust its payment if the  
38 Contractor bases a bid on a misunderstood tax liability.

39  
40 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
41 contract amounts. In some cases, however, state retail sales tax will not be included.  
42 Section 1-07.2(2) describes this exception.

43  
44 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
45 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
46 Department of Revenue a certificate showing that all contract-related taxes have been  
47 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
48 Contractor any amount the Contractor may owe the Washington State Department of  
49 Revenue, whether the amount owed relates to this contract or not. Any amount so  
50 deducted will be paid into the proper State fund.  
51

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

2  
3 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
4 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
5 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
6 This includes storm or combined sewer systems within and included as a part of the  
7 street or road drainage system and power lines when such are part of the roadway  
8 lighting system. For work performed in such cases, the Contractor shall include  
9 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
10 amounts, including those that the Contractor pays on the purchase of the materials,  
11 equipment, or supplies used or consumed in doing the work.  
12

13 **1-07.2(2) State Sales Tax — Rule 170**

14  
15 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
16 existing buildings, or other structures, upon real property. This includes, but is not  
17 limited to, the construction of streets, roads, highways, etc., owned by the state of  
18 Washington; water mains and their appurtenances; sanitary sewers and sewage  
19 disposal systems unless such sewers and disposal systems are within, and a part of, a  
20 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
21 or other conduits or lines in or above streets or roads, unless such power lines become a  
22 part of a street or road lighting system; and installing or attaching of any article of  
23 tangible personal property in or to real property, whether or not such personal property  
24 becomes a part of the realty by virtue of installation.  
25

26 For work performed in such cases, the Contractor shall collect from the Contracting  
27 Agency, retail sales tax on the full contract price. The Contracting Agency will  
28 automatically add this sales tax to each payment to the Contractor. For this reason, the  
29 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
30 contract amount subject to Rule 170, with the following exception.  
31

32 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
33 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
34 consumable supplies not integrated into the project. Such sales taxes shall be included  
35 in the unit bid item prices or in any other contract amount.  
36

37 **1-07.2(3) Services**

38  
39 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
40 contract wholly for professional or other services (as defined in Washington State  
41 Department of Revenue Rules 138 and 244).  
42

43 1-07.5.GR1

44 **Environmental Regulations**

45  
46 1-07.5.INST1.GR1

47 Section 1-07.5 is supplemented with the following:  
48

1 1-07.5.OPT1.GR1  
2 **(September 20, 2010)**  
3 **Environmental Commitments**  
4 The following Provisions summarize the requirements, in addition to those required  
5 elsewhere in the Contract, imposed upon the Contracting Agency by the various  
6 documents referenced in the Special Provision **Permits and Licenses**. Throughout the  
7 work, the Contractor shall comply with the following requirements:  
8  
9 1-07.5.OPT2.GR1  
10 **(August 3, 2009)**  
11 **Payment**  
12 All costs to comply with this special provision for the environmental commitments and  
13 requirements are incidental to the contract and are the responsibility of the Contractor.  
14 The Contractor shall include all related costs in the associated bid prices of the contract.  
15  
16  
17 1-07.7.GR1  
18 **Load Limits**  
19  
20 1-07.7.INST1.GR1  
21 Section 1-07.7 is supplemented with the following:  
22  
23 1-07.7.OPT6.GR1  
24 (March 13, 1995)  
25 If the sources of materials provided by the Contractor necessitates hauling over roads  
26 other than State Highways, the Contractor shall, at the Contractor's expense, make all  
27 arrangements for the use of the haul routes.  
28  
29 1-07.9.GR1  
30 **Wages**  
31  
32 **1-07.9(1).GR1**  
33 **General**  
34  
35 1-07.9(1).INST1.GR1  
36 Section 1-07.9(1) is supplemented with the following:  
37  
38 1-07.9(1).OPT1.GR1  
39 (January 10, 2024)  
40 The Federal wage rates incorporated in this contract have been established by the  
41 Secretary of Labor under United States Department of Labor General Decision No.  
42 WA20240001.  
43  
44 The State rates incorporated in this contract are applicable to all construction  
45 activities associated with this contract.  
46  
47 **1-07.9(5)A.RTF**  
48 **1-07.9(5)A Required Documents**  
49 **(July 8, 2024 APWA GSP)**  
50  
51 This section is revised to read as follows:  
52

1 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified  
2 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be  
3 submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit  
4 (PWIA) system. When apprenticeship is a requirement of the contract, include in PWIA all  
5 apprentices.  
6

7 1-07.11.GR1

8 **Requirements for Nondiscrimination**  
9

10 1-07.11.INST1.GR1

11 Section 1-07.11 is supplemented with the following:  
12

13 1-07.11.OPT1.GR1

14 (October 3, 2022)

15 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive  
16 Order 11246)  
17

- 18 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard  
19 Federal Equal Employment Opportunity Construction Contract Specifications set  
20 forth herein.  
21
- 22 2. The goals and timetables for minority and female participation set by the Office of  
23 Federal Contract Compliance Programs, expressed in percentage terms for the  
24 Contractor's aggregate work force in each construction craft and in each trade on all  
25 construction work in the covered area, are as follows:  
26

27 Women - Statewide  
28

29 <u>Timetable</u>	30 <u>Goal</u>
31 Until further notice	32 6.9%
33 <u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
34 Spokane, WA:	
35 SMSA Counties:	
36 Spokane, WA	37 2.8
38 WA Spokane.	
39 Non-SMSA Counties	
40 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA	41 3.0
42 Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
43 Richland, WA	
44 SMSA Counties:	
45 Richland Kennewick, WA	46 5.4
47 WA Benton; WA Franklin.	
48 Non-SMSA Counties	
WA Walla Walla.	3.6

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

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

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

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

geographical area in which the contract is to be performed. The notification shall be sent to:

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

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

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

1. As used in these specifications:

- a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
  - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
  - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
  - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
  - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- 1  
2  
3 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan  
4 approved by the U.S. Department of Labor in the covered area either individually or  
5 through an association, its affirmative action obligations on all work in the Plan area  
6 (including goals and timetables) shall be in accordance with that Plan for those trades  
7 which have unions participating in the Plan. Contractors must be able to demonstrate  
8 their participation in and compliance with the provisions of any such Hometown Plan.  
9 Each Contractor or subcontractor participating in an approved Plan is individually  
10 required to comply with its obligations under the EEO clause, and to make a good  
11 faith effort to achieve each goal under the Plan in each trade in which it has  
12 employees. The overall good faith performance by other Contractors or  
13 subcontractors toward a goal in an approved Plan does not excuse any covered  
14 Contractor's or subcontractor's failure to take good faith effort to achieve the Plan  
15 goals and timetables.
- 16 4. The Contractor shall implement the specific affirmative action standards provided in  
17 paragraphs 7a through 7p of this Special Provision. The goals set forth in the  
18 solicitation from which this contract resulted are expressed as percentages of the  
19 total hours of employment and training of minority and female utilization the  
20 Contractor should reasonably be able to achieve in each construction trade in which  
21 it has employees in the covered area. Covered construction contractors performing  
22 construction work in geographical areas where they do not have a Federal or  
23 federally assisted construction contract shall apply the minority and female goals  
24 established for the geographical area where the work is being performed. The  
25 Contractor is expected to make substantially uniform progress in meeting its goals in  
26 each craft during the period specified.
- 27 5. Neither the provisions of any collective bargaining agreement, nor the failure by a  
28 union with whom the Contractor has a collective bargaining agreement, to refer either  
29 minorities or women shall excuse the Contractor's obligations under these  
30 specifications, Executive Order 11246, or the regulations promulgated pursuant  
31 thereto.
- 32 6. In order for the nonworking training hours of apprentices and trainees to be counted  
33 in meeting the goals, such apprentices and trainees must be employed by the  
34 Contractor during the training period, and the Contractor must have made a  
35 commitment to employ the apprentices and trainees at the completion of their  
36 training, subject to the availability of employment opportunities. Trainees must be  
37 trained pursuant to training programs approved by the U.S. Department of Labor.
- 38 7. The Contractor shall take specific affirmative actions to ensure equal employment  
39 opportunity. The evaluation of the Contractor's compliance with these specifications  
40 shall be based upon its effort to achieve maximum results from its action. The  
41 Contractor shall document these efforts fully, and shall implement affirmative action  
42 steps at least as extensive as the following:
- 43 a. Ensure and maintain a working environment free of harassment,  
44 intimidation, and coercion at all sites, and in all facilities at which the  
45 Contractor's employees are assigned to work. The Contractor, where  
46 possible, will assign two or more women to each construction project. The  
47 Contractor shall specifically ensure that all foremen, superintendents, and  
48 other on-site supervisory personnel are aware of and carry out the  
49  
50  
51  
52

- 1 Contractor's obligation to maintain such a working environment, with  
2 specific attention to minority or female individuals working at such sites or  
3 in such facilities.  
4
- 5 b. Establish and maintain a current list of minority and female recruitment  
6 sources, provide written notification to minority and female recruitment  
7 sources and to community organizations when the Contractor or its unions  
8 have employment opportunities available, and maintain a record of the  
9 organizations' responses.  
10
- 11 c. Maintain a current file of the names, addresses and telephone numbers of  
12 each minority and female off-the-street applicant and minority or female  
13 referral from a union, a recruitment source or community organization and  
14 of what action was taken with respect to each such individual. If such  
15 individual was sent to the union hiring hall for referral and was not referred  
16 back to the Contractor by the union or, if referred, not employed by the  
17 Contractor, this shall be documented in the file with the reason therefor,  
18 along with whatever additional actions the Contractor may have taken.  
19
- 20 d. Provide immediate written notification to the Director when the union or  
21 unions with which the Contractor has a collective bargaining agreement has  
22 not referred to the Contractor a minority person or woman sent by the  
23 Contractor, or when the Contractor has other information that the union  
24 referral process has impeded the Contractor's efforts to meet its obligations.  
25
- 26 e. Develop on-the-job training opportunity and/or participate in training  
27 programs for the area which expressly include minorities and women,  
28 including upgrading programs and apprenticeship and trainee programs  
29 relevant to the Contractor's employment needs, especially those programs  
30 funded or approved by the U.S. Department of Labor. The Contractor shall  
31 provide notice of these programs to the sources compiled under 7b above.  
32
- 33 f. Disseminate the Contractor's EEO policy by providing notice of the policy  
34 to unions and training programs and requesting their cooperation in  
35 assisting the Contractor in meeting its EEO obligations; by including it in  
36 any policy manual and collective bargaining agreement; by publicizing it in  
37 the company newspaper, annual report, etc.; by specific review of the policy  
38 with all management personnel and with all minority and female employees  
39 at least once a year; and by posting the company EEO policy on bulletin  
40 boards accessible to all employees at each location where construction  
41 work is performed.  
42
- 43 g. Review, at least annually, the company's EEO policy and affirmative action  
44 obligations under these specifications with all employees having any  
45 responsibility for hiring, assignment, layoff, termination or other  
46 employment decisions including specific review of these items with on-site  
47 supervisory personnel such as Superintendents, General Foremen, etc.,  
48 prior to the initiation of construction work at any job site. A written record  
49 shall be made and maintained identifying the time and place of these  
50 meetings, persons attending, subject matter discussed, and disposition of  
51 the subject matter.  
52

- 1 h. Disseminate the Contractor's EEO policy externally by including it in any  
2 advertising in the news media, specifically including minority and female  
3 news media, and providing written notification to and discussing the  
4 Contractor's EEO policy with other Contractors and Subcontractors with  
5 whom the Contractor does or anticipates doing business.  
6  
7 i. Direct its recruitment efforts, both oral and written to minority, female and  
8 community organizations, to schools with minority and female students and  
9 to minority and female recruitment and training organizations serving the  
10 Contractor's recruitment area and employment needs. Not later than one  
11 month prior to the date for the acceptance of applications for apprenticeship  
12 or other training by any recruitment source, the Contractor shall send written  
13 notification to organizations such as the above, describing the openings,  
14 screening procedures, and tests to be used in the selection process.  
15  
16 j. Encourage present minority and female employees to recruit other minority  
17 persons and women and where reasonable, provide after school, summer  
18 and vacation employment to minority and female youth both on the site and  
19 in other areas of a Contractor's work force.  
20  
21 k. Validate all tests and other selection requirements where there is an  
22 obligation to do so under 41 CFR Part 60-3.  
23  
24 l. Conduct, at least annually, an inventory and evaluation of all minority and  
25 female personnel for promotional opportunities and encourage these  
26 employees to seek or to prepare for, through appropriate training, etc., such  
27 opportunities.  
28  
29 m. Ensure that seniority practices, job classifications, work assignments and  
30 other personnel practices, do not have a discriminatory effect by continually  
31 monitoring all personnel and employment related activities to ensure that  
32 the EEO policy and the Contractor's obligations under these specifications  
33 are being carried out.  
34  
35 n. Ensure that all facilities and company activities are nonsegregated except  
36 that separate or single-user toilet and necessary changing facilities shall be  
37 provided to assure privacy between the sexes.  
38  
39 o. Document and maintain a record of all solicitations of offers for subcontracts  
40 from minority and female construction contractors and suppliers, including  
41 circulation of solicitations to minority and female contractor associations  
42 and other business associations.  
43  
44 p. Conduct a review, at least annually, of all supervisors' adherence to and  
45 performance under the Contractor's EEO policies and affirmative action  
46 obligations.  
47  
48 8. Contractors are encouraged to participate in voluntary associations which assist in  
49 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts  
50 of a contractor association, joint contractor-union, contractor-community, or other  
51 similar group of which the Contractor is a member and participant, may be asserted  
52 as fulfilling any one or more of the obligations under 7a through 7p of this Special

1 Provision provided that the Contractor actively participates in the group, makes every  
2 effort to assure that the group has a positive impact on the employment of minorities  
3 and women in the industry, ensure that the concrete benefits of the program are  
4 reflected in the Contractor's minority and female work-force participation, makes a  
5 good faith effort to meet its individual goals and timetables, and can provide access  
6 to documentation which demonstrate the effectiveness of actions taken on behalf of  
7 the Contractor. The obligation to comply, however, is the Contractor's and failure of  
8 such a group to fulfill an obligation shall not be a defense for the Contractor's  
9 noncompliance.

- 10
- 11 9. A single goal for minorities and a separate single goal for women have been  
12 established. The Contractor, however, is required to provide equal employment  
13 opportunity and to take affirmative action for all minority groups, both male and  
14 female, and all women, both minority and non-minority. Consequently, the Contractor  
15 may be in violation of the Executive Order if a particular group is employed in  
16 substantially disparate manner (for example, even though the Contractor has  
17 achieved its goals for women generally, the Contractor may be in violation of the  
18 Executive Order if a specific minority group of women is underutilized).
- 19
- 20 10. The Contractor shall not use the goals and timetables or affirmative action standards  
21 to discriminate against any person because of race, color, religion, sex, or national  
22 origin.
- 23
- 24 11. The Contractor shall not enter into any subcontract with any person or firm debarred  
25 from Government contracts pursuant to Executive Order 11246.
- 26
- 27 12. The Contractor shall carry out such sanctions and penalties for violation of these  
28 specifications and of the Equal Opportunity Clause, including suspensions,  
29 terminations and cancellations of existing subcontracts as may be imposed or  
30 ordered pursuant to Executive Order 11246, as amended, and its implementing  
31 regulations by the Office of Federal Contract Compliance Programs. Any Contractor  
32 who fails to carry out such sanctions and penalties shall be in violation of these  
33 specifications and Executive Order 11246, as amended.
- 34
- 35 13. The Contractor, in fulfilling its obligations under these specifications, shall implement  
36 specific affirmative action steps, at least as extensive as those standards prescribed  
37 in paragraph 7 of this Special Provision, so as to achieve maximum results from its  
38 efforts to ensure equal employment opportunity. If the Contractor fails to comply with  
39 the requirements of the Executive Order, the implementing regulations, or these  
40 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 41
- 42 14. The Contractor shall designate a responsible official to monitor all employment  
43 related activity to ensure that the company EEO policy is being carried out, to submit  
44 reports relating to the provisions hereof as may be required by the government and  
45 to keep records. Records shall at least include, for each employee, their name,  
46 address, telephone numbers, construction trade, union affiliation if any, employee  
47 identification number when assigned, social security number, race, sex, status (e.g.,  
48 mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours  
49 worked per week in the indicated trade, rate of pay, and locations at which the work  
50 was performed. Records shall be maintained in an easily understandable and  
51 retrievable form; however, to the degree that existing records satisfy this requirement,  
52 the Contractors will not be required to maintain separate records.

1  
2 15. Nothing herein provided shall be construed as a limitation upon the application of  
3 other laws which establish different standards of compliance or upon the application  
4 of requirements for the hiring of local or other area residents (e.g., those under the  
5 Public Works Employment Act of 1977 and the Community Development Block Grant  
6 Program).

7  
8 16. Additional assistance for Federal Construction Contractors on contracts  
9 administered by Washington State Department of Transportation or by Local  
10 Agencies may be found at:

11  
12 Washington State Dept. of Transportation  
13 Office of Equity and Civil Rights  
14 PO Box 47314  
15 310 Maple Park Ave. SE  
16 Olympia WA  
17 98504-7314  
18 Ph: 360-705-7090  
19 Fax: 360-705-6801  
20 <http://www.wsdot.wa.gov/equalopportunity/default.htm>  
21

22 **F1-07.11.OptionB.DOCX**

23 **1-07.11 Requirements for Nondiscrimination**

24 *(October 1, 2020 APWA GSP, Option B)*  
25

26 Supplement this section with the following:  
27

28 ***Disadvantaged Business Enterprise Participation***

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

36 **DBE Abbreviations and Definitions**

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

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

47 **Certified Firm Directory** – A database of all Minority, Women, and  
48 Disadvantaged Business Enterprises currently certified by Washington State.  
49 The on-line Directory is available to Bidders for their use in identifying and  
50 soliciting interest from DBE firms. The database is located under the Firm  
51 Certification section of the Diversity Management and Compliance System web  
52 page at: <https://omwbe.diversitycompliance.com>.

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

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

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

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

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

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

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

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

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

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

**DBE COA Goal**

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: \*\*\* 12% \*\*\*

**Crediting DBE Participation**

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

DBE participation is only credited upon payment to the DBE.

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

**DBE Prime Contractor**

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

**DBE Subcontractor**

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

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

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

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

- 1
- 2
- 3 1. If a DBE subcontracts a portion of the Work of its contract to another firm,
- 4 the value of the subcontracted Work may be counted toward the DBE
- 5 COA Goal only if the Lower-Tier Subcontractor is also a DBE.
- 6
- 7 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may
- 8 be counted toward the DBE COA Goal.
- 9
- 10 3. Work subcontracted to a non-DBE does not count towards the DBE COA
- 11 Goal.

### **DBE Subcontract and Lower Tier Subcontract Documents**

12 There must be a subcontract agreement that complies with 49 CFR Part 26 and

13 fully describes the distinct elements of Work committed to be performed by the

14 DBE.

15

16

### **DBE Service Provider**

17 The value of fees or commissions charged by a DBE firm behaving in a manner

18 of a Broker, or another service provider for providing a bona fide service, such

19 as professional, technical, consultant, managerial services, or for providing

20 bonds or insurance specifically required for the performance of the contract will

21 only be credited as DBE participation, if the fee/commission is determined by

22 the Contracting Agency to be reasonable and the firm has performed a CUF.

23

24

### **Force Account Work**

25 When the Bidder elects to utilize force account Work to meet the DBE COA Goal,

26 as demonstrated by listing this force account Work on the DBE Utilization

27 Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of

28 the Proposal amount shall be credited toward the Bidder's Commitment to meet

29 the DBE COA Goal.

30

31

32 One hundred percent of the actual amounts paid to the DBE for the force

33 account Work shall be credited towards the DBE COA Goal or DBE participation.

34

### **Temporary Traffic Control**

35 If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic

36 Control Supervisor (TCS) and flagger, which are under the direct control of the

37 DBE. The DBE firm shall also provide all flagging equipment for it's employees

38 (e.g. paddles, hard hats, and vests).

39

40

41 If the DBE firm provides "Traffic Control Services", the DBE firm must provide a

42 TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be

43 in total control of all items in implementing the traffic control for the project.

44

### **Trucking**

45 DBE trucking firm participation may only be credited as DBE participation for the

46 value of the hauling services, not for the materials being hauled unless the

47 trucking firm is also certified as a supplier of those materials. In situations where

48 the DBE's work is priced per ton, the value of the hauling service must be

49 calculated separately from the value of the materials in order to determine DBE

50 credit for hauling

51

52

1 The DBE trucking firm must own and operate at least one licensed, insured and  
2 operational truck on the contract. The truck must be of the type that is necessary  
3 to perform the hauling duties required under the contract. The DBE receives  
4 credit for the value of the transportation services it provides on the Contract  
5 using trucks it owns or leases, licenses, insures, and operates with drivers it  
6 employs.  
7  
8 The DBE may lease additional trucks from another DBE firm. The DBE who  
9 leases additional trucks from another DBE firm receives credit for the value of  
10 the transportation services the lessee DBE provides on the Contract.  
11  
12 The trucking Work subcontracted to any non-DBE trucking firm will not receive  
13 credit for Work done on the project.  
14  
15 The DBE may lease trucks from a truck leasing company (recognized truck  
16 rental center), but can only receive credit towards DBE participation if the DBE  
17 uses its own employees as drivers.  
18  
19 **DBE Manufacturer and DBE Regular Dealer**  
20 One hundred percent (100%) of the cost of the manufactured product obtained  
21 from a DBE manufacturer may count towards the DBE COA Goal.  
22  
23 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE  
24 Regular Dealer may be credited towards the DBE Goal. If the role of the DBE  
25 Regular Dealer is determined to be that of a Broker, then DBE credit shall be  
26 limited to the fee or commission it receives for its services. Regular Dealer  
27 status and the amount of credit is determined on a Contract-by-Contract basis.  
28  
29 DBE firms proposed to be used as a Regular Dealer must be approved before  
30 being listed as a COA/used on a project. The WSDOT Approved Regular Dealer  
31 list published on WSDOT's Office of Equal Opportunity (OEO) web site must  
32 include the specific project for which approval is being requested. For purposes  
33 of the DBE COA Goal participation, the Regular Dealer must submit the Regular  
34 Dealer Status Request form a minimum of five calendar days prior to bid  
35 opening.  
36  
37 Purchase of materials or supplies from a DBE which is neither a manufacturer  
38 nor a regular dealer, (i.e. Broker) only the fees or commissions charged for  
39 assistance in the procurement of the materials and supplies, or fees or  
40 transportation charges for the delivery of materials or supplies required on the  
41 job site, may count towards the DBE COA Goal provided the fees are not  
42 excessive as compared with fees customarily allowed for similar services.  
43 Documentation will be required to support the fee/commission charged by the  
44 DBE. The cost of the materials and supplies themselves cannot be counted  
45 toward the DBE COA Goal.  
46  
47 Note: Requests to be listed as a Regular Dealer will only be processed if the  
48 requesting firm is a material supplier certified by the Office of Minority  
49 and Women's Business Enterprises in a NAICS code that falls within  
50 the 42XXXX NAICS Wholesale code section.  
51

1 **Disadvantaged Business Enterprise Utilization**

2 To be eligible for award of the Contract, the Bidder shall properly complete and  
3 submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the  
4 Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal.  
5 The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder  
6 intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form  
7 272-056) is included in the Proposal package for this purpose as well as instructions  
8 on how to properly fill out the form.  
9

10 The Bidder is advised that the items listed below when listed in the Utilization  
11 Certification must have their amounts reduced to the percentages shown and those  
12 reduced amounts will be the amount applied towards meeting the DBE COA Goal.  
13

- 14
  - Force account at 50%
  - Regular dealer at 60%  
16

17 In the event of arithmetic errors in completing the DBE Utilization Certification, the  
18 amount listed to be applied towards the DBE COA Goal for each DBE shall govern  
19 and the DBE total amount shall be adjusted accordingly.  
20

21 Note: The Contracting Agency shall consider as non-responsive and shall  
22 reject any Bid Proposal submitted that does not contain a DBE  
23 Utilization Certification Form that accurately demonstrates how the  
24 Bidder intends to meet the DBE COA Goal.  
25

26 **Disadvantaged Business Enterprise Written Confirmation Document(s)**

27 The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written  
28 Confirmation Document (completed and signed by the DBE) for each DBE firm listed  
29 in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure  
30 to do so will result in the associated participation being disallowed, which may cause  
31 the Bid to be determined to be nonresponsive resulting in Bid rejection.  
32

33 The Confirmation Documents provide confirmation from the DBEs that they are  
34 participating in the Contract as provided in the Bidder's Commitment. The  
35 Confirmation Documents must be consistent with the Utilization Certification.  
36

37 A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the  
38 Proposal package for this purpose.  
39

40 The form(s) shall be received as specified in the special provisions for Section 1-02.9  
41 Delivery of Proposal.  
42

43 It is prohibited for the Bidder to require a DBE to submit a Written Confirmation  
44 Document with any part of the form left blank. Should the Contracting Agency  
45 determine that an incomplete Written Confirmation Document was signed by a DBE,  
46 the validity of the document comes into question. The associated DBE participation  
47 may not receive credit.  
48

49 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

50 The successful Bidder shall be selected on the basis of having submitted the lowest  
51 responsive Bid, which demonstrates a good faith effort to achieve the DBE COA  
52 Goal. The Contracting Agency, at any time during the selection process, may request

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

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

1. By meeting the DBE COA Goal

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

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

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

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

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

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

**Good Faith Effort (GFE) Documentation**

GFE is evaluated when:

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

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

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

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

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

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

9 **Administrative Reconsideration of GFE Documentation**

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

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

32 **DBE Bid Item Breakdown**

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

36 **DBE Trucking Credit Form**

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

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

## **Procedures between Award and Execution**

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

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

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

## **Procedures after Execution**

### **Commercially Useful Function (CUF)**

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

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

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

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

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

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

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

### **UDBE/DBE/FSBE Truck Unit Listing Log**

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

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

### **Joint Checking**

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

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

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

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

1                   **Original Quantity Underruns**

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

5  
6                   **Contractor Proposed DBE Substitutions**

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

13  
14                  **DBE Termination**

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

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

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

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

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

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

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

Good cause does not exist if:

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

#### **Decertification**

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

#### **Consequences of Non-Compliance**

##### **Breach of Contract**

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

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

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

#### **Notice**

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

#### **Sanctions**

If it is determined that the Contractor's failure to meet all or part of the DBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation, the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07.11(5).

#### **Payment**

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

1-07.11(2).GR1

#### ***Contractual Requirements***

1-07.11(2).INST1.GR1

Section 1-07.11(2) is supplemented with the following:

1-07.11(2).OPT1.2025.GR1

(January 24, 2024)

11. The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

- a. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation

1 regarding any allegation that the Contractor, including any subcontractor,  
2 has engaged in discrimination prohibited by this Contract pursuant to RCW  
3 49.60.530(3).  
4

5 c. Default. Notwithstanding any provision to the contrary, the Contracting  
6 Agency may suspend the Contract in accordance with Section 1-08.6, upon  
7 notice of a failure to participate and cooperate with any state agency  
8 investigation into alleged discrimination prohibited by this Contract,  
9 pursuant to RCW 49.60.530(3). Any such suspension will remain in place  
10 until the Contracting Agency receives notification that Contractor, including  
11 any subcontractor, is cooperating with the investigating state agency. In the  
12 event the Contractor, or subcontractor, is determined to have engaged in  
13 discrimination identified at RCW 49.60.530(3), the Contracting Agency may  
14 terminate this Contract in whole or in part in accordance with Section 1-  
15 08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the  
16 Contractor, subcontractor, or both, may be referred for debarment as  
17 provided in RCW 39.26.200. The Contractor or subcontractor may be given  
18 a reasonable time in which to cure this noncompliance, including  
19 implementing conditions consistent with any court-ordered injunctive relief  
20 or settlement agreement.  
21

22 d. Remedies for Breach. Notwithstanding any provision to the contrary, in the  
23 event of Contract termination or suspension for engaging in discrimination,  
24 the Contractor, subcontractor, or both, shall be liable for contract damages  
25 as authorized by law including, but not limited to, any cost difference  
26 between the original contract and the replacement or cover contract and all  
27 administrative costs directly related to the replacement contract, which  
28 damages are distinct from any penalties imposed under Chapter 49.60,  
29 RCW. The Contracting Agency shall have the right to deduct from any  
30 monies due to Contractor or subcontractor, or that thereafter become due,  
31 an amount for damages Contractor or subcontractor will owe Contracting  
32 Agency for default under this Provision.  
33

34 1-07.12.GR1

35 **Federal Agency Inspection**

36  
37 1-07.12.INST1.GR1

38 Section 1-07.12 is supplemented with the following:

39  
40 1-07.12.OPT1.GR1

41 ***(October 3, 2023)***

42 ***Required Federal Aid Provisions***

43 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)  
44 Revised October 23, 2023 and the amendments thereto supersede any conflicting  
45 provisions of the Standard Specifications and are made a part of this Contract; provided,  
46 however, that if any of the provisions of FHWA 1273, as amended, are less restrictive  
47 than Washington State Law, then the Washington State Law shall prevail.  
48

49 The provisions of FHWA 1273, as amended, included in this Contract require that the  
50 Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together  
51 with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall  
52 be included in each subcontract requiring the subcontractors to insert the FHWA 1273

and amendments thereto in any lower tier subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for subcontractors and lower tier subcontractors. For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

1-07.17.GR1

## **Utilities and Similar Facilities**

1-07.17.INST1.GR1

Section 1-07.17 is supplemented with the following:

### **COE 1-07.17.OPT1.RTF**

(April 2, 2007)

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

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

\*\*\*

#### **CITY OF EVERETT UTILITIES (SANITARY SEWER, STORMWATER, WATER)**

ATTENTION: GRANT MOEN  
TELEPHONE: (425) 257-8800  
EMAIL: [GMOEN@EVERETTWA.GOV](mailto:GMOEN@EVERETTWA.GOV)  
ADDRESS: PUBLIC WORKS DEPARTMENT  
3200 CEDAR ST  
EVERETT, WA 98201

#### **ALDERWOOD WATER & WASTEWATER DISTRICT**

ATTENTION: JOE SKEENS  
DESK PHONE: (425) 743-8912  
CELL PHONE: (425) 478-8839  
EMAIL: [JSKEENS@AWWD.COM](mailto:JSKEENS@AWWD.COM)  
ADDRESS: 15204 35TH AVE W  
LYNNWOOD, WA 98087-5021

#### **LUMEN**

ATTENTION: CHRISTIAN MARSHALL  
DESK PHONE: (206) 485-5322  
CELL PHONE: (206) 485-5322  
EMAIL: [CHRISTIAN.MARSHALL@LUMEN.COM](mailto:CHRISTIAN.MARSHALL@LUMEN.COM)  
ADDRESS: 1208 NE 64<sup>TH</sup> STREET  
SEATTLE, WA 98115-6722

#### **COMCAST**

ATTENTION: JOHN WARRICK – RESIDENTIAL  
DESK PHONE: (425) 263-5328  
CELL PHONE: (425) 757-1794  
EMAIL: [JOHN\\_WARRICK@CABLE.COMCAST.COM](mailto:JOHN_WARRICK@CABLE.COMCAST.COM)  
ADDRESS: 1525 – 75<sup>TH</sup> ST SW STE #200

1 EVERETT, WA 98203  
2  
3 ATTENTION: CASEY BROWN  
4 DESK PHONE: (425) 263-5345  
5 CELL PHONE: (425) 754-0064  
6 EMAIL: [CASEY\\_BROWN2@CABLE.COMCAST.COM](mailto:CASEY_BROWN2@CABLE.COMCAST.COM)  
7 ADDRESS: 1525 – 75<sup>TH</sup> ST SW STE #200  
8 EVERETT, WA 98203  
9  
10 ATTENTION: SHANE TURNER  
11 DESK PHONE:  
12 CELL PHONE: (425) 316-9405  
13 EMAIL: [SHANE\\_TURNER2@CABLE.COMCAST.COM](mailto:SHANE_TURNER2@CABLE.COMCAST.COM)  
14 ADDRESS: 400 SEQUIOA DR  
15 BELLINGHAM, WA 98226  
16  
17 **ZIPLY COMMUNICATIONS**  
18 ATTENTION: SAMANTHA JOHNSTON (EVERETT)  
19 DESK PHONE:  
20 CELL PHONE: (208) 810-5640  
21 EMAIL: SAMANTHA.JOHNSTON1@ZIPLY.COM  
22 ADDRESS:  
23  
24 ATTENTION: MIKE HAKAHAN (SILVER LAKE)  
25 DESK PHONE:  
26 CELL PHONE: (425) 949-0230  
27 EMAIL: MIKE.HAKAHAN@ZIPLY.COM  
28 ADDRESS:  
29  
30 **MUKILTEO WATER DISTRICT**  
31 ATTENTION: RICK MATTHEWS  
32 DESK PHONE: (425) 355-3355  
33 CELL PHONE: (425) 359-1021  
34 EMAIL: RICKM@MUKILTEOWWD.ORG  
35 ADDRESS: 7824 MUKILTEO SPEEDWAY  
36 MUKILTEO, WA 98275  
37  
38 **PUGET SOUND ENERGY**  
39 ATTENTION: MARDY PUNTENEY  
40 DESK PHONE:  
41 CELL PHONE: (425) 754-8053  
42 EMAIL: MARDY.PUNTENEY@PSE.COM  
43 ADDRESS: 3630 RAILWAY AVE  
44 EVERETT, WA 98201  
45  
46 **RUBATINO REFUSE**  
47 ATTENTION:  
48 DESK PHONE: (425) 259-0044  
49 CELL PHONE:  
50 EMAIL: INFO@RUBATINO.COM  
51 MAILING  
52 ADDRESS: P.O. BOX 1029

EVERETT, WA 98206

**SILVER LAKE WATER DISTRICT**

ATTENTION: SCOTT SMITH  
DESK PHONE: (425) 337-3647 EXT. 216  
CELL PHONE:  
EMAIL: SSMITH@SLWSD.COM  
ADDRESS: 15205 41ST AVE SE  
BOTHELL, WA 98201-6114

**SNOHOMISH COUNTY PUD #1**

ATTENTION: ANDRA SHAUGHNESSY FLAHERTY  
DESK PHONE: (425) 783-4419  
CELL PHONE: (425) 345-0312  
EMAIL: ALFLAHERTY@SNOPUD.COM  
ADDRESS: P.O. BOX 1107  
EVERETT, WA 98206

**WAVE/ASTOUND COMMUNICATION**

ATTENTION: JIM BIGGS  
DESK PHONE: (206) 786-8720  
CELL PHONE:  
EMAIL: JIM.BIGGS@ASTOUND.COM  
WA-CONSTRUCTION@ASTOUND.COM  
ADDRESS: 4766 1<sup>ST</sup> AVE S  
SEATTLE, WA 98134

\*\*\*

**COE 1-07.18.RTF**

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

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

**1-07.18 Insurance**

*(January 4, 2024 APWA GSP)*

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

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months

1 following the Completion Date or earlier termination of this Contract, and the Contractor  
2 shall annually provide the Contracting Agency with proof of renewal. If renewal of the  
3 claims made form of coverage becomes unavailable, or economically prohibitive, the  
4 Contractor shall purchase an extended reporting period ("tail") or execute another form of  
5 guarantee acceptable to the Contracting Agency to assure financial responsibility for  
6 liability for services performed.  
7

8 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or  
9 Umbrella Liability insurance policies shall be primary and non-contributory insurance as  
10 respects the Contracting Agency's insurance, self-insurance, or self-insured pool  
11 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the  
12 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute  
13 with it.  
14

15 E. The Contractor shall provide the Contracting Agency and all additional insureds with  
16 written notice of any policy cancellation, within two business days of their receipt of such  
17 notice.  
18

19 F. The Contractor shall not begin work under the Contract until the required insurance has  
20 been obtained and approved by the Contracting Agency  
21

22 G. Failure on the part of the Contractor to maintain the insurance as required shall  
23 constitute a material breach of contract, upon which the Contracting Agency may, after  
24 giving five business days' notice to the Contractor to correct the breach, immediately  
25 terminate the Contract or, at its discretion, procure or renew such insurance and pay any  
26 and all premiums in connection therewith, with any sums so expended to be repaid to the  
27 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
28 offset against funds due the Contractor from the Contracting Agency.  
29

30 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
31 of the Contract and no additional payment will be made.  
32

33 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or  
34 maintaining coverage, to satisfy insurance requirements for any policy required under  
35 this Section. A "wrap up policy" is defined as an insurance agreement or arrangement  
36 under which all the parties working on a specified or designated project are insured  
37 under one policy for liability arising out of that specified or designated project.  
38

#### 39 **1-07.18(2) Additional Insured**

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

- 43     ▪ the Contracting Agency and its officers, elected officials, employees, agents, and  
44         volunteers  
45

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

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

**1-07.18(3) Subcontractors**

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

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

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

Such policy must provide the following minimum limit:

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

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

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

**COE 1-07.18(5)D.RTF**

**1-07.18(5)D Excess or Umbrella Liability**

*(January 4, 2016 APWA GSP)*

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

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

3  
4 This requirement may be satisfied instead through the Contractor's primary Commercial  
5 General and Automobile Liability coverages, or any combination thereof that achieves the  
6 overall required limits of insurance.

7  
8  
9 **1-07.18(5)E.rtf**

10 **1-07.18(5)E LHWCA Insurance**  
11 *(January 4, 2016 APWA GSP)*

12  
13 If this Contract involves work on or adjacent to Navigable Waters of the United States, the  
14 Contractor shall procure and maintain insurance coverage in compliance with the statutory  
15 requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

16  
17 Such policy must provide the following minimum limits:

18	\$1,000,000	Bodily Injury by Accident – each accident
19	\$1,000,000	Bodily Injury by Disease – each employee
20	\$1,000,000	Bodily Injury by Disease – policy limits

21  
22 **COE 1-07.18(5)J.RTF**

23 **1-07.18(5)J Pollution Liability**  
24 *(January 4, 2016 APWA GSP)*

25  
26 The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for  
27 claims involving bodily injury, property damage (including loss of use of tangible property  
28 that has not been physically injured), cleanup costs, remediation, disposal or other handling  
29 of pollutants, including costs and expenses incurred in the investigation, defense, or  
30 settlement of claims, arising out of any one or more of the following:

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

35  
36 All entities listed under 1-07.18(2) of these Special Provisions shall be named by  
37 endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

38  
39 Such Pollution Liability policy shall provide the following minimum limits:

40 \*\*\* **\$2,000,000** \*\*\* each loss and annual aggregate

41  
42  
43 1-07.23.GR1

44 **Public Convenience and Safety**

45  
46 1-07.23(1).GR1

47 ***Construction Under Traffic***

48  
49 1-07.23(1).INST1.GR1

50 Section 1-07.23(1) is supplemented with the following:  
51

(February 6, 2023)

Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

**\*\*\* Fulton St – Pacific Ave to Hewitt Ave**

Street closures will be allowed for up to one half block for up to 14 days.  
One business access on the west side shall remain open at all times.

**Fulton St – Hewitt Ave to California St**

Street closures will be allowed for grinding and paving operations for up to a total of 3 days. The street will be open to traffic at night unless paving operations begin the morning following the completion of grinding operations.

**Other**

All construction activity that blocks access to private property shall be coordinated with the Engineer five (5) days prior. At that time, contractor shall also provide notification of access limitation to the affected property owner(s)

\*\*\*

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After \*\*\* 10:00 pm \*\*\* on the day prior to a holiday or holiday weekend, and
4. Before \*\*\* 7:00 am \*\*\* on the day after the holiday or holiday weekend.

It shall be the Contractor's responsibility to obtain the dates and times of all events.

**Traffic Delays**

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than \*\*\* 20 \*\*\* minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than \*\*\* 20 \*\*\* minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the \*\*\* 20 \*\*\* minute delay limit has been exceeded, as determined by the Engineer, the

Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the \*\*\* 20 \*\*\* minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

### **General Restrictions**

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

### **Controlled Access**

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.
2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

### **Advance Notification**

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

1 **1-07.23(1).RTF**  
2 **1-07.23(1) Construction Under Traffic**  
3 *(May 2, 2017 APWA GSP)*  
4  
5 Revise the third sentence of the second paragraph to read:  
6  
7 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if  
8 approved by the Contracting Agency activating pedestrian recall timing or other  
9 accommodation may be allowed during construction.  
10  
11 1-07.24.GR1  
12 **Rights of Way**  
13  
14 1-08.GR1  
15 **Prosecution and Progress**  
16  
17 **1-08.0.RTF**  
  
18 **1-08 PROSECUTION AND PROGRESS**  
19  
20 Add the following new section:  
21  
22 **1-08.0 Preliminary Matters**  
23 *(May 25, 2006 APWA GSP)*  
24  
25 **1-08.0(1).RTF**  
26 Add the following new section:  
27  
28 **1-08.0(1) Preconstruction Conference**  
29 *(October 10, 2008 APWA GSP)*  
30  
31 Prior to the Contractor beginning the work, a preconstruction conference will be held  
32 between the Contractor, the Engineer and such other interested parties as may be  
33 invited. The purpose of the preconstruction conference will be:  
34 1. To review the initial progress schedule;  
35 2. To establish a working understanding among the various parties associated or  
36 affected by the work;  
37 3. To establish and review procedures for progress payment, notifications, approvals,  
38 submittals, etc.;  
39 4. To establish normal working hours for the work;  
40 5. To review safety standards and traffic control; and  
41 6. To discuss such other related items as may be pertinent to the work.  
42  
43 The Contractor shall prepare and submit at the preconstruction conference the following:  
44 1. A breakdown of all lump sum items;  
45 2. A preliminary schedule of working drawing submittals; and  
46 3. A list of material sources for approval if applicable.  
47

1 **1-08.0(2).RTF**

2 Add the following new section:

4 **1-08.0(2) Hours of Work**

5 *(December 8, 2014 APWA GSP)*

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

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

18 If the Contractor wishes to deviate from the established working hours, the Contractor  
19 shall submit a written request to the Engineer for consideration. This request shall state  
20 what hours are being requested, and why. Requests shall be submitted for review no  
21 later than \*\*\*72 hours for day work and 30 days for night work\*\*\* prior to the day(s) the  
22 Contractor is requesting to change the hours.  
23

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

- 26 1. On non-Federal aid projects, requiring the Contractor to reimburse the  
27 Contracting Agency for the costs in excess of straight-time costs for Contracting  
28 Agency representatives who worked during such times. (The Engineer may  
29 require designated representatives to be present during the work.  
30 Representatives who may be deemed necessary by the Engineer include, but are  
31 not limited to: survey crews; personnel from the Contracting Agency's material  
32 testing lab; inspectors; and other Contracting Agency employees or third party  
33 consultants when, in the opinion of the Engineer, such work necessitates their  
34 presence.)
- 35 2. Considering the work performed on Saturdays, Sundays, and holidays as working  
36 days with regard to the contract time.
- 37 3. Considering multiple work shifts as multiple working days with respect to contract  
38 time even though the multiple shifts occur in a single 24-hour period.
- 39 4. If a 4-10 work schedule is requested and approved the non working day for the  
40 week will be charged as a working day.
- 41 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met  
42 and recorded properly on certified payroll  
43

44 **1-08.1.OptionA.RTF**

45 **1-08.1 Subcontracting**

46 *(December 30, 2022 APWA GSP, Option A)*

47  
48 Section 1-08.1 is supplemented with the following:  
49

1 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor  
2 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written  
3 agreement between the Contractor and the subcontractor or between the subcontractor  
4 and any lower tier subcontractor has been executed. This certification shall also  
5 guarantee that these subcontract agreements include all the documents required by the  
6 Special Provision Federal Agency Inspection.

7  
8 A subcontractor or lower tier subcontractor will not be permitted to perform any work  
9 under the contract until the following documents have been completed and submitted to  
10 the Engineer:

- 11  
12 1. Request to Sublet Work (WSDOT Form 421-012), and  
13  
14 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-  
15 aid Projects (WSDOT Form 420-004).  
16

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

21  
22 The Contractor's records pertaining to the requirements of this Special Provision shall be  
23 open to inspection or audit by representatives of the Contracting Agency during the life of  
24 the contract and for a period of not less than three years after the date of acceptance of  
25 the contract. The Contractor shall retain these records for that period. The Contractor  
26 shall also guarantee that these records of all subcontractors and lower tier  
27 subcontractors shall be available and open to similar inspection or audit for the same  
28 time period.  
29

30 1-08.1(7).GR1

31 ***Payments to Subcontractors and Lower-Tier Subcontractors***

32  
33 **1-08.1(7)A.OPT1.2025.GR1**

34 (July 2, 2024)

35 The Contractor shall report the actual amounts paid to all firms that were used  
36 as subcontractors of any tier, materials suppliers, manufacturers, regular  
37 dealers, or service providers on the Contract, including all Disadvantaged,  
38 Minority, Small, Veteran, or Women's Business Enterprise firms. The following  
39 do not need reported: (1) retail sales or services that are paid for at the time of  
40 purchase; (2) payments to materials suppliers or manufacturers that are in  
41 normal course of business. The Contractor shall report this information by  
42 entering it into the Contracting Agency's Diversity Management and Compliance  
43 System at: <https://wsdot.diversitycompliance.com>. Payments shall be reported  
44 no later than the 20<sup>th</sup> of the month for all payments made to firms during the  
45 previous calendar month. For example, the Contractor shall enter all payments  
46 made to firms during the month of March into DMCS by April 20<sup>th</sup>. Payments  
47 shall be reported between execution of the Contract and the Contract  
48 Completion Date. When no Work occurred or no payments were made for a firm,  
49 the reported payment shall be zero.  
50

1 1-08.1(7)C.GR1  
2 **Subcontractor Retainage**  
3  
4 1-08.1(7)C.INST1.GR1  
5 The first sentence in the last paragraph of Section 1-08.1(7)C is revised to read:  
6  
7 1-08.1(7)C.OPT1.2025.GR1  
8 (February 13, 2024)  
9 If the Contractor fails to comply with the requirements of this Section and the  
10 first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the  
11 Contractor will be subject to the actions described in Section 1-08.1(10).  
12  
13 1-08.1(9).GR1  
14 **Required Subcontract Clauses**  
15  
16 1-08.1(9)B.GR1  
17 **Clauses Required in Subcontracts of All Tiers**  
18  
19 1-08.1(9)B.INST1.GR1  
20 The second paragraph of Section 1-08.1(9)B is supplemented with the following:  
21  
22 1-08.1(9)B.OPT1.2025.GR1  
23 (January 24, 2024)  
24 16. 1-07.11 **Requirements for Nondiscrimination** – Item 11 from Section 1-  
25 07.11(2).  
26  
27 1-08.3.GR1  
28 **Progress Schedule**  
29  
30 **COE1-08.3(2)A.RTF**  
31 **1-08.3(2)A Type A Progress Schedule**  
32 *(December 30, 2022 APWA GSP)*  
33  
34 Revise this section to read:  
35  
36 The Contractor shall submit \*\*\*3\*\*\* copies of a Type A Progress Schedule no later than at  
37 the preconstruction conference, or some other mutually agreed upon submittal time. The  
38 schedule may be a critical path method (CPM) schedule, bar chart, or other standard  
39 schedule format. Regardless of which format used, the schedule shall identify the critical  
40 path. The Engineer will evaluate the Type A Progress Schedule and approve or return the  
41 schedule for corrections within 15 calendar days of receiving the submittal.  
42  
43 **1-08.3(2)D.rtf**  
44 **1-08.3(2)D Preliminary Progress Schedules**  
45 *(January 4, 2024 APWA GSP)*  
46  
47 Revise the second paragraph to read:  
48  
49 1. The preliminary progress schedule shall be submitted no later than the  
50 preconstruction conference for all Type B and Type C progress schedules.  
51

1 **1-08.4.RTF**

2 **1-08.4 Prosecution of Work**

3  
4 Delete this section and replace it with the following:

5  
6 **1-08.4 Notice to Proceed and Prosecution of Work**

7 *(July 23, 2015 APWA GSP)*

8  
9 Notice to Proceed will be given after the contract has been executed and the contract  
10 bond and evidence of insurance have been approved and filed by the Contracting  
11 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
12 has been given by the Engineer. The Contractor shall commence construction activities  
13 on the project site within ten days of the Notice to Proceed Date, unless otherwise  
14 approved in writing. The Contractor shall diligently pursue the work to the physical  
15 completion date within the time specified in the contract. Voluntary shutdown or slowing  
16 of operations by the Contractor shall not relieve the Contractor of the responsibility to  
17 complete the work within the time(s) specified in the contract.

18  
19 When shown in the Plans, the first order of work shall be the installation of high visibility  
20 fencing to delineate all areas for protection or restoration, as described in the Contract.  
21 Installation of high visibility fencing adjacent to the roadway shall occur after the  
22 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
23 Upon construction of the fencing, the Contractor shall request the Engineer to inspect the  
24 fence. No other work shall be performed on the site until the Contracting Agency has  
25 accepted the installation of high visibility fencing, as described in the Contract.

26  
27 **1-08.5.GR1**

28 **Time for Completion**

29  
30 **1-08.5.INST2.GR1**

31 Section 1-08.5 is supplemented with the following:

32  
33 **F1-08.5.OPT7.DOCX**

34 *(March 13, 1995)*

35 This project shall be physically completed within \*\*\* forty eight (48) \*\*\* working days.

36  
37 **1-08.5.OptionA.RTF**

38 **1-08.5 Time for Completion**

39 *(December 30, 2022 APWA GSP, Option A)*

40  
41  
42 Revise the third and fourth paragraphs to read:

43  
44 Contract time shall begin on the first working day following the Notice to Proceed Date.

45  
46 Each working day shall be charged to the contract as it occurs, until the contract work is  
47 physically complete. If substantial completion has been granted and all the authorized  
48 working days have been used, charging of working days will cease. Each week the  
49 Engineer will provide the Contractor a statement that shows the number of working days:  
50 (1) charged to the contract the week before; (2) specified for the physical completion of  
51 the contract; and (3) remaining for the physical completion of the contract. The statement  
52 will also show the nonworking days and all partial or whole days the Engineer declares

as unworkable The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

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

1-08.6.GR1

### **Suspension of Work**

1-08.6.INST1.GR1

Section 1-08.6 is supplemented with the following:

### **F1-08.6.OPT2.DOCX**

(February 6, 2023)

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

Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

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

\*\*\* Video Detection Camera \*\*\*

Charging of contract time will resume upon delivery of the critical materials to the Contractor or \*\*\* 35 \*\*\* calendar days after execution by the Contracting Agency, whichever occurs first.

1-08.9.GR1

### **Liquidated Damages**

1-08.9.INST1.GR1

Section 1-08.9 is supplemented with the following:

#### **F1-08.9.OptionA Liquid Dam.DOCX**

##### **1-08.9 Liquidated Damages**

*(March 3, 2021 APWA GSP, Option A)*

Replace Section 1-08.9 with the following:

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

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \*\*\* \$1,150 \*\*\* for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

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

7  
8 **1-09.2(1).OptionB.rtf**

9 **1-09.2(1) General Requirements for Weighing Equipment**

10 *(January 4, 2024 APWA GSP, Option B)*

11  
12 Revise item 4 of the fifth paragraph to read:

- 13  
14 4. Test results and scale weight records for each day's hauling operations are provided  
15 to the Engineer daily. Reporting shall utilize WSDOT form 422-027A, Scaleman's  
16 Daily Report, unless the printed ticket contains the same information that is on the  
17 Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare  
18 weights for each truck on the printed ticket.

19  
20 **1-09.2(5).RTF**

21 **1-09.2(5) Measurement**

22 *(December 30, 2022 APWA GSP)*

23  
24 Revise the first paragraph to read:

25  
26 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform  
27 verification checks on the accuracy of each batch, hopper, or platform scale used in  
28 weighing contract items of Work.

29  
30 **1-09.6.RTF**

31 **1-09.6 Force Account**

32 *(December 30, 2022 APWA GSP)*

33  
34 Supplement this section with the following:

35  
36 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
37 all items to be paid per force account, only to provide a common proposal for Bidders. All  
38 such dollar amounts are to become a part of Contractor's total bid. However, the  
39 Contracting Agency does not warrant expressly or by implication, that the actual amount  
40 of work will correspond with those estimates. Payment will be made on the basis of the  
41 amount of work actually authorized by the Engineer.

42  
43 **1-09.7.RTF**

44 **1-09.7 Mobilization**

45 *(December 30, 2022 APWA GSP)*

46  
47 Delete this Section and replace it with the following:

48  
49 Mobilization consists of preconstruction expenses and the costs of preparatory Work and  
50 operations performed by the Contractor typically occurring before 10 percent of the total  
51 original amount of an individual Bid Schedule is earned from other Contract items on that

1 Bid Schedule. Items which are not to be included in the item of Mobilization include but  
2 are not limited to:

- 3  
4 1. Portions of the Work covered by the specific Contract item or incidental Work  
5 which is to be included in a Contract item or items.  
6 2. Profit, interest on borrowed money, overhead, or management costs.  
7 3. Costs incurred for mobilizing equipment for force account Work.  
8

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

- 11  
12 1. When 5 percent of the total original Bid Schedule amount is earned from other  
13 Contract items on that original Bid Schedule, excluding amounts paid for  
14 materials on hand, 50 percent of the Bid Item for mobilization on that original Bid  
15 Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the  
16 total original Contract amount, whichever is the least, will be paid.  
17 2. When 10 percent of the total original Bid Schedule amount is earned from other  
18 Contract items on that original Bid Schedule, excluding amounts paid for  
19 materials on hand, 100 percent of the Bid Item for mobilization on that original Bid  
20 Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of  
21 the total original Contract amount, whichever is the least, will be paid.  
22 3. When the Substantial Completion Date has been established for the project,  
23 payment of any remaining amount Bid for mobilization will be paid.  
24

25 Nothing herein shall be construed to limit or preclude partial payments otherwise provided  
26 by the Contract.  
27

28 1-09.8.GR1

29 **Payment For Material On Hand**

30  
31 1-09.8.INST1.GR1

32 The last paragraph of Section 1-09.8 is revised to read:

33  
34 1-09.8.OPT1.GR1

35 (August 3, 2009)

36 The Contracting Agency will not pay for material on hand when the invoice cost is less  
37 than \$2,000. As materials are used in the work, credits equaling the partial payments for  
38 them will be taken on future estimates. Each month, no later than the estimate due date,  
39 the Contractor shall submit a letter to the Engineer that clearly states: 1) the amount  
40 originally paid on the invoice (or other record of production cost) for the items on hand, 2)  
41 the dollar amount of the material incorporated into each of the various work items for the  
42 month, and 3) the amount that should be retained in material on hand items. If work is  
43 performed on the items and the Contractor does not submit a letter, all of the previous  
44 material on hand payment will be deducted on the estimate. Partial payment for materials  
45 on hand shall not constitute acceptance. Any material will be rejected if found to be faulty  
46 even if partial payment for it has been made.  
47

48 1-09.9.GR1

49 **Payments**

1 **1-09.9(Payments).RTF**  
2 **1-09.9 Payments**  
3 *(July 8, 2024, APWA GSP, Option B)*  
4  
5 Delete the fourth paragraph and replace it with the following:  
6  
7 Progress payments for completed work and material on hand will be based upon  
8 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
9 established at the preconstruction conference.  
10  
11 The initial progress estimate will be made not later than 30 days after the Contractor  
12 commences the work, and successive progress estimates will be made every month  
13 thereafter until the Completion Date. Progress estimates made during progress of the  
14 work are tentative, and made only for the purpose of determining progress payment.  
15 The progress estimates are subject to change at any time prior to the calculation of the  
16 Final Payment.  
17  
18 The value of the progress estimate will be the sum of the following:  
19 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of  
20 work completed multiplied by the unit price.  
21 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
22 breakdown for that item, or absent such a breakdown, based on the Engineer's  
23 determination.  
24 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site  
25 or other storage area approved by the Engineer.  
26 4. Change Orders — entitlement for approved extra cost or completed extra work as  
27 determined by the Engineer.  
28  
29 Progress payments will be made in accordance with the progress estimate less:  
30 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;  
31 2. The amount of Progress Payments previously made; and  
32 3. Funds withheld by the Contracting Agency for disbursement in accordance with the  
33 Contract Documents.  
34  
35 Progress payments for work performed shall not be evidence of acceptable performance  
36 or an admission by the Contracting Agency that any work has been satisfactorily  
37 completed. The determination of payments under the contract will be final in accordance  
38 with Section 1-05.1.  
39  
40 1-09.9(1).GR1  
41 **Retainage**  
42  
43 1-09.9(1).INST1.GR1  
44 Section 1-09.9(1) content and title is deleted and replaced with the following:  
45  
46 1-09.9(1).OPT1.GR1  
47 **(June 27, 2011)**  
48 **Vacant**  
49

1 **1-09.11(3).RTF**  
2 **1-09.11(3) Time Limitation and Jurisdiction**  
3 *(December 30, 2022 APWA GSP)*  
4

5 Revise this section to read:

6  
7 For the convenience of the parties to the Contract it is mutually agreed by the parties that  
8 all claims or causes of action which the Contractor has against the Contracting Agency  
9 arising from the Contract shall be brought within 180 calendar days from the date of final  
10 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further  
11 agreed that all such claims or causes of action shall be brought only in the Superior Court  
12 of the county where the Contracting Agency headquarters is located, provided that where  
13 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.  
14 The parties understand and agree that the Contractor's failure to bring suit within the time  
15 period provided, shall be a complete bar to all such claims or causes of action. It is further  
16 mutually agreed by the parties that when claims or causes of action which the Contractor  
17 asserts against the Contracting Agency arising from the Contract are filed with the  
18 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency  
19 to have timely access to all records deemed necessary by the Contracting Agency to assist  
20 in evaluating the claims or action.  
21

22 **1-09.13(3)A.RTF**  
23 **1-09.13(3)A Arbitration General**  
24 *(January 19, 2022 APWA GSP)*  
25

26 Revise the third paragraph to read:

27  
28 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
29 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
30 the Superior Court of the county in which the Contracting Agency's headquarters is  
31 located, provided that where claims subject to arbitration are asserted against a county,  
32 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of  
33 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall  
34 use the Contract as a basis for decisions.  
35

36 **1-09.13(4).RTF**  
37 **1-09.13(4) Venue for Litigation**  
38 *(December 30, 2022 APWA GSP)*  
39

40 Revise this section to read:

41  
42 Litigation shall be brought in the Superior Court of the county in which the Contracting  
43 Agency's headquarters is located, provided that where claims are asserted against a  
44 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is  
45 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the  
46 Contracting Agency to have timely access to all records deemed necessary by the  
47 Contracting Agency to assist in evaluating the claims or action.  
48

49 **1-10.GR1**  
50 **Temporary Traffic Control**  
51

1 1-10.2.GR1  
2 **Traffic Control Management**  
3  
4 1-10.2.INST1.GR1  
5 Section 1-10.2 is supplemented with the following:  
6  
7 1-10.2.OPT1.GR1  
8 **(November 2, 2022)**  
9 **Work Zone Safety Contingency**  
10 Enhancements to improve the effectiveness of the accepted traffic control plans to  
11 increase the safety of the work zones shall be discussed on a weekly basis between the  
12 Contractor and the Contracting Agency. Enhancements shall be mutually agreed upon by  
13 the Contractor and Engineer prior to performing any Work to implement the enhancement.  
14  
15 Enhancements do not include the use of Uniformed Police Officers or WSP, address  
16 changes to the allowed work hour restrictions, or changes to the staging plans in the  
17 Contract (if applicable). If allowed by the Engineer, these items will be addressed in  
18 accordance with Section 1-04.4.  
19  
20 The Contractor shall be solely responsible for submitting any traffic control plan revision  
21 to implement the enhancement in accordance with Section 1-10.2(2).  
22  
23 1-10.2(1).GR1  
24 **General**  
25  
26 1-10.2(1).INST1.GR1  
27 Section 1-10.2(1) is supplemented with the following:  
28  
29 1-10.2(1).OPT1.GR1  
30 (October 3, 2022)  
31 The Traffic Control Supervisor shall be certified by one of the following:  
32  
33 The Northwest Laborers-Employers Training Trust  
34 27055 Ohio Ave.  
35 Kingston, WA 98346  
36 (360) 297-3035  
37 <https://www.nwlett.edu>  
38  
39 Evergreen Safety Council  
40 12545 135<sup>th</sup> Ave. NE  
41 Kirkland, WA 98034-8709  
42 1-800-521-0778  
43 <https://www.esc.org>  
44  
45 The American Traffic Safety Services Association  
46 15 Riverside Parkway, Suite 100  
47 Fredericksburg, Virginia 22406-1022  
48 Training Dept. Toll Free (877) 642-4637  
49 Phone: (540) 368-1701  
50 <https://atssa.com/training>  
51  
52 Integrity Safety

1 13912 NE 20th Ave.  
2 Vancouver, WA 98686  
3 (360) 574-6071  
4 <https://www.integritysafety.com>  
5  
6 US Safety Alliance  
7 (904) 705-5660  
8 <https://www.ussafetyalliance.com>  
9  
10 K&D Services Inc.  
11 2719 Rockefeller Ave.  
12 Everett, WA 98201  
13 (800) 343-4049  
14 <https://www.kndservices.net>  
15

16 1-10.3.GR1  
17 **Traffic Control Labor, Procedures and Devices**  
18

19 **1-10.3(1).GR1**  
20 ***Traffic Control Labor***  
21

22 **COE 1-10.3(1)C FED.RTF**  
23 **COE 1-10.3(1)C FED.RTF**

24 [City of Everett, January 19, 2020 (WSDOT approved 1/8/20, amended 3/2/23)]  
25 Section 1-10.3(1)C is added as follows:  
26

27 **1-10.3(1)C Uniformed Police Officer**  
28 **(\*\*\*\*\*)**  
29

30 The Contractor shall provide commissioned uniformed police control at any time a  
31 signalized intersection is dark, flashing red, or inoperative, such as during grinding  
32 or paving operations where the traffic signal must be put into flashing operation.  
33 Signalized intersections shall not be police controlled between the hours of 6:00am  
34 and 8:30am nor 12:00pm to 7:30pm, unless approved by the Engineer.  
35

36 The following list is provided for contractor convenience for the Coordination of  
37 commissioned uniformed Police control personnel:  
38

- 39 1. City of Everett Police Officers Association  
40 Post Office Box 1253  
41 Everett, WA 98201  
42 Contacts:  
43 Detective Todd Israel 425-740-4951, [tisrael@everettwa.gov](mailto:tisrael@everettwa.gov)  
44 Officer Omar Estrada 425-512-7186, [oestrada@everettwa.gov](mailto:oestrada@everettwa.gov)  
45  
46 2. Washington State Patrol  
47 Contact:  
48 [D7services@wsp.wa.gov](mailto:D7services@wsp.wa.gov)  
49 Provide: Name, Phone, and Nature of Request  
50 Dispatch: (360)654-1204  
51

1 At the time of returning signals to normal operation, a City of Everett traffic signal  
2 technician shall be present and on standby since most signals will not return to  
3 normal operation with a turn of the police panel switch and require a conflict monitor  
4 reset.  
5  
6 Coordination of traffic signal technician shall be coordinated with the following  
7 personnel:  
8  
9 City of Everett Public Works  
10 3200 Cedar Street  
11 Everett, WA 98201  
12 Contact:  
13 Steve Sawyer (425) 328-0643  
14  
15  
16 1-10.5(2).OPT5.GR1  
17 (May 20, 2020)  
18 "Contractor Provided Uniformed Police Officer", per hour.  
19  
20 The unit Contract price per hour for "Contractor Provided Uniformed Police Officer"  
21 shall be full pay for performing the Work as specified and as shown in the Plans,  
22 including all costs for arrangement for and supervision of a uniformed law  
23 enforcement personnel and vehicles to participate in the Contractor's traffic control  
24 activities.  
25  
26 **1-10.5(2).OPT7.GR1**  
27 (November 2, 2022)  
28 "Work Zone Safety Contingency", by force account.  
29  
30 All costs as authorized by the Engineer will be paid for by force account as specified  
31 in Section 1-09.6.  
32  
33 For purpose of providing a common proposal for all bidders, the Contracting Agency  
34 has entered an amount for the item "Work Zone Safety Contingency" in the Proposal  
35 to become a part of the Contractor's total bid.  
36  
37 The Engineer may choose to use existing bid items for the implementation of the  
38 agreed upon enhancement.  
39  
40 **END DIVISION1.RTF**  
41  
42 **END DIVISION 1**

**DIVISION2.GR2**

**Division 2  
Earthwork**

**GLF 2-08 Street Cleaning.DOCX  
2-08 STREET CLEANING**

**(\*\*\*\*\*)**

Section 2-08 of the standard specifications is vacant shall be replaced by the following:

**2-08.1 Description**

This work shall consist of sweeping all construction related roads, and cleaning the pavement and removing debris from the roadway.

**2-08.2 Vacant**

**2-08.3 Construction Requirements**

The use of water to perform street sweeping work shall be held to a minimum unless designated otherwise by the Engineer. The contractor shall provide self-propelled pickup sweepers and/or vacuum pick up sweepers for pavement cleaning and debris removal whenever their use is ordered by the Engineer. The type and number of sweepers are subject to the approval of the Engineer.

Daily sweeping shall continue on all construction related roads at least once per day until said surface is covered with new HMA. In the event the Contractor sweeper will not be able to work daily on ground surfaces, the City Forces will provide services, and the Contractor will be billed for each hour of operation.

The following work shall not be paid by "Street Cleaning", it shall be included in the bid item "Planing Bituminous Pavement" (2" Deep), per square yard:

1. Sweepers following the grinding work.
2. Debris left in the road or on the side of the road from Planing Bituminous Pavement.

The Contractor shall plan the operation to minimize the need for street cleaning.

**2-08.4 Measurement**

Street cleaning will be measured by the hour for the actual time consumed in sweeping, pavement cleaning, and debris removal. No allowance will be made for time consumed in making repairs to the equipment or for moving the equipment to or from the site on which the street cleaning is ordered. No separate payment will be made for water required for the normal operation of the pickup sweepers.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

2  
3  
4  
5  
6  
7

6  
7

89

10

**DIVISION5.GR5**

**Division 5  
Surface Treatments and Pavements**

COE 5-04.RTF

**5-04 Hot Mix Asphalt**

*(December 3, 2018 City of Everett based on APWA GSP)*

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

**5-04.1 Description**

This Work shall consist of providing and placing one or more layers of plant mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

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

**5-04.2 Materials**

Materials shall meet the requirements of the following sections:

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

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

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

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

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

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

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

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

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

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

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

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

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

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

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

#### **5-04.2(2)A Vacant**

#### **5-04.2(2)B Using Warm Mix Asphalt Processes**

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

### 5-04.3 Construction Requirements

#### 5-04.3(1) Weather Limitations

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

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

**Minimum Surface Temperature for Paving**

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

#### 5-04.3(2) Paving Under Traffic

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

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

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

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

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

#### 5-04.3(3) Equipment

##### 5-04.3(3)A Mixing Plant

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
  - a. A mechanical sampling device attached to the HMA plant.
  - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

#### **5-04.3(3)B Hauling Equipment**

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

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

#### 7 8 **5-04.3(3)C Pavers**

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

12  
13 The HMA paver shall be in good condition and shall have the most current equipment  
14 available from the manufacturer for the prevention of segregation of the HMA mixture  
15 installed, in good condition, and in working order. The equipment certification shall list  
16 the make, model, and year of the paver and any equipment that has been retrofitted.

17  
18 The screed shall be operated in accordance with the manufacturer's recommendations  
19 and shall effectively produce a finished surface of the required evenness and texture  
20 without tearing, shoving, segregating, or gouging the mixture. A copy of the  
21 manufacturer's recommendations shall be provided upon request by the Contracting  
22 Agency. Extensions will be allowed provided they produce the same results, including  
23 ride, density, and surface texture as obtained by the primary screed. Extensions without  
24 augers and an internally heated vibratory screed shall not be used in the Traveled Way.

25  
26 When specified in the Contract, reference lines for vertical control will be required. Lines  
27 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal  
28 control utilizing the reference line will be permitted. The grade and slope for intermediate  
29 lanes shall be controlled automatically from reference lines or by means of a mat  
30 referencing device and a slope control device. When the finish of the grade prepared for  
31 paving is superior to the established tolerances and when, in the opinion of the Engineer,  
32 further improvement to the line, grade, cross-section, and smoothness can best be  
33 achieved without the use of the reference line, a mat referencing device may be  
34 substituted for the reference line. Substitution of the device will be subject to the  
35 continued approval of the Engineer. A joint matcher may be used subject to the approval  
36 of the Engineer. The reference line may be removed after the completion of the first  
37 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
38 any of these methods are failing to provide the necessary vertical control, the reference  
39 lines will be reinstalled by the Contractor.

40  
41 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
42 accessories necessary for satisfactory operation of the automatic control equipment.

43  
44 If the paving machine in use is not providing the required finish, the Engineer may  
45 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled  
46 on the pavement shall be thoroughly removed before paving proceeds.

#### 47 48 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

1 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's  
2 approval, unless otherwise required by the contract.

3  
4 Where an MTD/V is required by the contract, the Engineer may approve paving without  
5 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
6 adjustment in cost or time is due.

7  
8 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
9 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
10 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
11 the windrow may be limited in urban areas or through intersections, at the discretion of  
12 the Engineer.

13  
14 To be approved for use, an MTV:

- 15  
16 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.  
17 2. Shall not be connected to the hauling vehicle or paver.  
18 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.  
19 4. Shall mix the HMA after delivery by the hauling equipment and prior to  
20 placement into the paving machine.  
21 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
22 mixture.

23  
24 To be approved for use, an MTD:

- 25  
26 1. Shall be positively connected to the paver.  
27 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.  
28 3. Shall mix the HMA after delivery by the hauling equipment and prior to  
29 placement into the paving machine.  
30 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
31 mixture.

32  
33 **5-04.3(3)E Rollers**

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

44  
45 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

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

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

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

#### **5-04.3(4)A Crack Sealing**

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

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

Joint sealant shall be used for transverse joints in paving.

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

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

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

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

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

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

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

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

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

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

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

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

**5-04.3(4)B Vacant**

**5-04.3(4)C Pavement Repair**

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

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

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

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

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

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

**5-04.3(6) Mixing**

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until

1 complete and uniform coating of the particles and thorough distribution of the asphalt  
 2 binder throughout the mineral materials is ensured.  
 3

4 When discharged, the temperature of the HMA shall not exceed the optimum mixing  
 5 temperature by more than 25°F as shown on the reference mix design report or as  
 6 approved by the Engineer. Also, when a WMA additive is included in the manufacture of  
 7 HMA, the discharge temperature of the HMA shall not exceed the maximum  
 8 recommended by the manufacturer of the WMA additive. A maximum water content of 2  
 9 percent in the mix, at discharge, will be allowed providing the water causes no problems  
 10 with handling, stripping, or flushing. If the water in the HMA causes any of these  
 11 problems, the moisture content shall be reduced as directed by the Engineer.  
 12

13 Storing or holding of the HMA in approved storage facilities will be permitted with  
 14 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.  
 15 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be  
 16 disposed of by the Contractor at no expense to the Contracting Agency. The storage  
 17 facility shall have an accessible device located at the top of the cone or about the third  
 18 point. The device shall indicate the amount of material in storage. No HMA shall be  
 19 accepted from the storage facility when the HMA in storage is below the top of the cone  
 20 of the storage facility, except as the storage facility is being emptied at the end of the  
 21 working shift.  
 22

23 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
 24 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
 25 evidence of the recycled asphalt pavement not breaking down during the heating and  
 26 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
 27 changes have been approved by the Engineer. After the required amount of mineral  
 28 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
 29 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
 30 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
 31 ensured.  
 32

33 **5-04.3(7) Spreading and Finishing**

34 The mixture shall be laid upon an approved surface, spread, and struck off to the grade  
 35 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used  
 36 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal  
 37 compacted depth of any layer of any course shall not exceed the following:  
 38

39	HMA Class 1"	0.35 feet
40	HMA Class ¾" and HMA Class ½"	
41	wearing course	0.30 feet
42	other courses	0.35 feet
43	HMA Class ⅜"	0.15 feet
44		

45 On areas where irregularities or unavoidable obstacles make the use of mechanical  
 46 spreading and finishing equipment impractical, the paving may be done with other  
 47 equipment or by hand.  
 48

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

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

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

##### **5-04.3(8)A1 General**

Nonstatistical evaluation shall be used for the acceptance of HMA for this project.

The Equivalent Single Axle Load (ESAL) for the mix design for the following area:

Broadway – 7,000,000.00

Hewitt – 7,500,000.00

Rucker Avenue – 8,500,000.00

The mix design will be the initial JMF for the class of HMA. The contractor may request a change in the JMF. Any adjustment to the JMF will require the approval of the Project Engineer and may be made in accordance with Section 9-03.8(7).

#### **5-04.3(9) HMA Mixture Acceptance**

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

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

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

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

#### **HMA Tolerances and Adjustments**

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

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values

will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

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

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** – 2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

#### 5-04.3(9)A Vacant

#### 5-04.3(9)B Vacant

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

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

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

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

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved,

1 the material produced after the change will be evaluated on the basis of the new JMF for  
2 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot  
3 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
4 after the Engineer is satisfied that material conforming to the Specifications can be  
5 produced.

6  
7 Sampling and testing for evaluation shall be performed on the frequency of one sample  
8 per subplot.

9  
10 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**  
11 Samples for acceptance testing shall be obtained by the Contractor when ordered by the  
12 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer  
13 and in accordance with AASHTO T 168. A minimum of three samples should be taken  
14 for each class of HMA placed on a project. If used in a structural application, at least one  
15 of the three samples shall to be tested.

16  
17 Sampling and testing HMA in a Structural application where quantities are less than 400  
18 tons is at the discretion of the Engineer.

19  
20 For HMA used in a structural application and with a total project quantity less than 800  
21 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In  
22 all cases, a minimum of 3 samples will be obtained at the point of acceptance, a  
23 minimum of one of the three samples will be tested for conformance to the JMF:

- 24
- 25 • If the test results are found to be within specification requirements, additional
  - 26 testing will be at the Engineer's discretion.
  - 27 • If test results are found not to be within specification requirements, additional
  - 28 testing of the remaining samples to determine a Composite Pay Factor (CPF) shall
  - 29 be performed.

30  
31 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**  
32 Testing of HMA for compliance of  $V_a$  will at the option of the Contracting Agency. If  
33 tested, compliance of  $V_a$  will use WSDOT SOP 731.

34  
35 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
36 308.

37  
38 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

39  
40 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**  
41 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting  
42 Agency will determine a Composite Pay Factor (CPF) using the following price  
43 adjustment factors:

44

Table of Price Adjustment Factors	
Constituent	Factor

	"f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

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

#### **5-04.3(9)C5 Vacant**

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

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

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

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

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

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

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the

lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

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

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

#### **5-04.3(10) HMA Compaction Acceptance**

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 91.0 (minimum of 91 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

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

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

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

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

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

### **Test Results**

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 91 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

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

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

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

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

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

**5-04.3(10)C Vacant**

**5-04.3(10)D HMA Nonstatistical Compaction**

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

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

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

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

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

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

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

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

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

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 91 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 91 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 91% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

#### **5-04.3(11) Reject Work**

##### **5-04.3(11)A Reject Work General**

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

##### **5-04.3(11)B Rejection by Contractor**

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

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

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

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

the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

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

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

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

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

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

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

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

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

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

### **5-04.3(12) Joints**

#### **5-04.3(12)A HMA Joints**

##### **5-04.3(12)A1 Transverse Joints**

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

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

7  
8 The material that is cut away shall be wasted and new mix shall be laid against the cut.  
9 Rollers or tamping irons shall be used to seal the joint.

#### 10 11 **5-04.3(12)A2 Longitudinal Joints**

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

#### 21 22 **5-04.3(12)B Bridge Paving Joint Seals**

##### 23 24 **5-04.3(12)B1 HMA Sawcut and Seal**

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

30  
31 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application  
32 procedure.

33  
34 Construct the bridge paving joint seal as specified on the Plans and in accordance with  
35 the detail shown in the Standard Plans. Construct the sawcut in accordance with the  
36 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-  
37 05.3(8)B and the manufacturer's application procedure.

##### 38 39 **5-04.3(12)B2 Paved Panel Joint Seal**

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

- 42  
43 1. Clean and seal the existing joint between concrete panels in accordance with  
44 Section 5-01.3(8) and the details shown in the Standard Plans.

#### 45 46 **5-04.3(13) Surface Smoothness**

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

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

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

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

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

The Contractor shall call for locates before planing any HMA pavement. Any induction loop vehicle detectors which are within the planing area shall be discussed with the inspector prior to planing to see if the planing limits can be modified to save the loops. Any loops which are damaged in the planing process shall be replaced prior to the final overlay. The electrical subcontractor shall be on-call and the loops shall be replaced within **5 working days** of the planing operation and paved within **3 working days** of the loop installation. See Section 8-20 of the Specifications for details on loop installation and payment.

Planing shall be performed in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. The surface of the underlying

pavement shall be slightly grooved or roughened sufficiently to ensure a bond when overlaid. All areas to be ground shall be completed with a grinder. The use of other methods must be approved by the Engineer.

If, after planing a thin veneer layer remains, the contractor shall replane the roadway as directed by the Engineer, paid under "Additional Planing Bituminous Pavement". The Contractor shall adjust their schedule at no additional cost to the owner.

The planings shall become the property of the Contractor and shall be removed from the right-of-way. The planings may be utilized as RAP, within the requirements of Section 5-04.2 or 9-03.21. The Contractor shall immediately dispose of all other debris resulting from the planing operation in a Contractor-provided site off the right-of-way.

Immediately after grinding, the Contractor shall construct an asphalt transition (temporary paper joints or ramps), on all traveled ways, wheel chair ramps, and exposed manholes, inlets, catch basins, monuments, valve boxes, and other structures on the street, regardless of depth in grinding. Asphalt transition must be removed prior to overlay. Cast iron structures left higher than 2" must be removed and steel plates installed to protect the opening and provide a suitable driving surface.

Sweeping of roadway surface shall immediately follow all grinding. Sweeping of roadway surface is required prior to tack placement and paving.

The road shall be overlaid within **3 working days** after planing operation for streets without loops. On streets where loops will be replaced, the overlay shall be completed within **8 working days** after planing operation.

Sweepers following the grinding work will not be paid separately, and is included in the bid item "Planing Bituminous Pavement (2" Deep)", per square yard.

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

Pre-level course is not anticipated on any of the selected streets. If, however, after planing operations, drivability issues cannot be resolved with 2" overlay, pre-level will be required as directed and paid for by "HMA Class 1/2" PG 64-22", per ton. Contractor is strongly encouraged to bid the work to cover their cost of pre-level operations.

#### **5-04.3(14)A Paving and Planing Under Traffic**

##### **5-04.3(14)A1 General**

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

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Contracting Agency. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, schedule and sequence such work into quarters of the intersection, or half or more of an intersection with side street detours unless otherwise directed by the Engineer. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

#### **5-04.3(15) Vacant**

#### **5-04.3(16) HMA Road Approaches**

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

#### **5-04.4 Measurement**

"Planing Bituminous Pavement (2" Deep)", shall be measured by the square yard.

"HMA Class 1/2", PG 64-22", shall be measured by the ton.

#### **5-04.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal:

"HMA Class 1/2" PG 64-22", per ton.

The unit contract price per ton for "HMA Class 1/2" PG 64-22", shall be full compensation for all costs incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in the sub-section and which are included in the proposal.

All costs for "Asphalt Tack Coat", "Anti Stripping Additive", "Compaction Adjustment" and "Joint Sealing Transverse Joints in Paving" shall be included in the unit contract price per ton for "HMA Class 1/2" PG 64-22", per ton.

“Planing Bituminous Pavement (2” Deep)”, per square yard.

The Unit contract price for “Planing Bituminous Pavement (2” Deep), per square yard shall be full payment for all costs incurred to perform the work described in Section 5-04.3(14).

Approved Div 5.DOCX

## **5-05 CEMENT CONCRETE PAVEMENT**

### **5-05.2 Materials**

Section 5-05.2 is supplemented with the following:

Epoxy Coated Dowel Bars 9-07.5(1) Standard Specifications

The reference to Section 9-07.5(2) Corrosion Resistant Dowel Bars is deleted.

### **5-05.3 Construction Requirements**

#### ***5-05.3(1) Concrete Mix Design for Paving***

Section 5-05.3(1) is deleted and replaced with the following:

The Contractor shall provide a concrete mix design for each design age of concrete specified in the Contract. The Contractor shall use ACI 211.1 as a guide to determine proportions. Concrete strength, placeability, and workability shall be the responsibility of the Contractor. Following approval of the Contractor’s proposal, all other requirements of Section 5-05 shall apply.

1. Materials. Materials shall conform to Section 5-05.2. Fine aggregate shall conform to Section 9-03.1(2)B, Class 1. Coarse aggregate shall conform to Section 9-03.1(4) and shall conform to Section 9-03.1(4)C AASHTO grading No. 467 or an alternate gradation which has a minimum of 5 percent retained on the 1½-inch square sieve. Fly ash, if used, shall conform to Section 9-23.9 and shall be limited to Class F with a maximum CaO content of 15 percent by weight. The fly ash shall be limited to 20 percent by weight, of the total cementitious material. As an alternative to the use of fly ash and cement as separate components, a blended hydraulic cement may be used. Blended hydraulic cement shall conform to ASTM C 595 Type IP(MS).

In making calculations relative to cement factor or allowable water/cement ratio, the total cementitious material shall be taken as the weight of Portland cement plus the weight of fly ash.

2. Submittals. The Contractor’s submittal for approval shall include the mix proportions per cubic yard and the proposed sources for all ingredients including the power plant that generated the fly ash. The mix shall be capable of providing a minimum flexural strength of 650 psi at 14 days. Evaluation of strength shall be based on statistically analyzed results of 5 beam specimens and demonstrate a quality level of not less than 80 percent analyzed in accordance with Section 1-06.2(2)D. In addition the Contractor shall fabricate, cure, and test 5 sets of cylinders using the same mixture as

1 used in fabrication of the beams. Compressive strength (14-day strength)  
2 data shall be submitted to the Engineer for use in determination of a  
3 conversion factor of flexural strength to compressive strength, which will be  
4 used by the Engineer for strength acceptance testing.

5  
6 Mix designs submitted by the Contractor shall provide a unique identification  
7 for each proposal and shall include test data confirming that concrete made  
8 in accordance with the proposed design will meet the requirements of these  
9 Specifications. Test data shall be from an independent testing lab or from a  
10 commercial concrete producer's lab. If the test data is developed at a  
11 producer's lab, the Engineer or a representative may witness all testing.

- 12  
13 3. Mix Design Modifications. The Contractor may initiate minor adjustments to  
14 the approved mix proportions. A plus or minus 100 pound variation in both  
15 the coarse and fine aggregate target weight will be allowed from the  
16 approved Contractor provided mix design weight as a modification without  
17 re-submittal. The Contractor shall notify the Engineer in writing of any such  
18 proposed modification.

19  
20 **5-05.3(8) Joints**

21 Section 5-05.3(8) is supplemented with the following:

22  
23 The Contractor shall submit a detailed jointing plan, including the entire roadway  
24 footprint, to the Engineer for review and approval. The jointing plan shall include  
25 jointing around structures and at curb radii. Joint spacing shall be per the typical joint  
26 spacing noted in the Plans and any adjustments from the typical joint spacing must  
27 be approved by the Engineer. The jointing plan shall also include the Contractor's  
28 crack control methods.

29  
30  
31 **5-05.4 Measurement**

32 Section 5-05.4 is supplemented with the following:

33  
34 Replace Cement Concrete Panel including tie bars and dowel bars will be measured by  
35 the square yard for the completed pavement.

36  
37 **5-05.5 Payment**

38 Section 5-05.5 is supplemented with the following:

39  
40 "Replace Cement Concrete Panel", per square yard.  
41 The unit Contract price per square yard for "Cement Conc. Pavement Incl. Tie and Dowel  
42 Bars" shall be full compensation for all costs incurred to carry out the applicable  
43 requirements of Section 5-05, including furnishing and installing tie and dowel bars.

44  
45  
46  
47 **END DIVISION5.RTF**

48  
49  
50 **END DIVISION 5**

**DIVISION 7.GR7**

**Division 7  
Drainage Structures, Storm Sewers, Sanitary  
Sewers, Water Mains, and Conduits**

**7-05.docx**

**Manholes, Inlets, Catch Basins, and Drywells**

**7-05.3.DOCX**

**Construction Requirements**

**GLF 7-05.3(1).DOCX**

***Adjusting Manholes and Catch Basins to Grade***

Section 7-05.3(1) of the standard specifications is deleted and replaced with the following:

(\*\*\*\*\*)

In most work locations, planing depth is equal to overlay depth. Therefore, significant iron adjustment is not anticipated, and adjustment of structures to grade shall occur only as needed and/or directed by the engineer.

Manholes, catch basins, and other structures shall not be adjusted to grade until the pavement is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The structure shall then be brought to proper grade as follows:

1. The existing cast iron ring and cover on manholes and existing cast iron frame and grates for catch basins and inlets shall be removed and thoroughly cleaned before reinstalling at the new elevation.
2. The asphalt concrete pavement shall be cut and removed to a new circle, the diameter of which shall be equal to the outside diameter of the cast iron frame plus 2'.
3. The roadway surface materials and crushed rocks shall be removed so the structure casting can be adjusted to the finished road grade elevation.
4. The cast iron frame shall be placed on concrete blocks and wedged up to the desired grade with plastic wedges.
5. The edges of the asphalt concrete pavement and the outer edge of the castings shall be painted with tack and HMA Class ½" PG 64-22 shall be placed and compacted in layers to a minimum of 91% of the maximum theoretical density of the HMA.

The completed patch shall match the existing paved surface for texture, density, and uniformity of grade. The joint between the patch and the existing pavement shall

1 then be carefully painted with hot asphalt cement or asphalt emulsion and shall be  
2 immediately covered with dry paving sand before the asphalt cement solidifies.

3  
4 The inside throat of the structure shall be thoroughly mortared and plastered through  
5 to the outside of the structure's concrete adjustment rings.

6  
7 Castings that need replacement shall be identified by the City of Everett.  
8 Replacement casting will be supplied by the City of Everett and original casting will  
9 be picked up by the City of Everett.

10  
11  
12 **GLF 7-05.3(5).DOCX**

13 ***Adjusting Valve Boxes to Grade***

14 **(\*\*\*\*\*)**

15  
16 Section 7-05.3 of the standard specifications is supplemented with the following:  
17

18 **(\*\*\*\*\*)**

19 Adjustment of valve boxes to grade shall occur only as needed and/or directed by  
20 the engineer. Existing valve boxes and covers shall be adjusted to the grade as  
21 staked or otherwise designated by the Engineer. The adjustment of the valve box to  
22 grade by the use of riser rings is not allowed.

23  
24 Removal operations shall be conducted to prevent damage to the valve boxes. Any  
25 parts or materials damaged due to the Contractor's operations shall be replaced at  
26 the Contractor's expense. Castings that need replacement shall be identified by the  
27 City of Everett.

28  
29 The Contractor shall conduct the valve box adjustments so that the fully-adjusted box  
30 allows the respective valve to be fully operational. The Contractor shall remove all  
31 debris from the adjusted valve boxes to ensure such operational condition.

32  
33  
34 **GLF 7-05.4.DOCX**

35 ***7-05.4 Measurement***

36  
37 Section 7-05.4 of the standard specifications is deleted and replaced with the following:  
38

39 **(\*\*\*\*\*)**

40 "Adjust Catch Basin/Inlet to Grade", shall be measured per each.

41  
42 "Adjust Valve Box to Grade", shall be measured per each.

43  
44  
45 **GLF 7-05.5.DOCX**

46 ***7-05.5 Payment***

47  
48 Section 7-05.5 of the standard specifications is deleted and replaced with the following:

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

(\*\*\*\*\*)

Payment will be made for each of the following bid items that are included in the proposal:

“Adjust Catch Basin/Inlet to Grade”, per each.

“Adjust Valve Box to Grade”, per each.

The payment for “Adjust Manhole to Grade”, “Adjust Catch Basin/Inlet to Grade”, shall be full compensation for all costs necessary to make the adjustment including temporary cover to adjust the existing structure to required elevation, construction of the asphalt transition around the structure, and restoration of the adjacent area. Adjustment of any structures twice will be paid as one adjustment.

**END DIVISION7.RTF**

**END DIVISION 7**

**DIVISION8.GR8****Division 8  
Miscellaneous Construction**

8-14.GR8

**Cement Concrete Sidewalks**

8-14.3.GR8

**Construction Requirements**

8-14.3.INST1.GR8

Section 8-14.3 is supplemented with the following:

8-14.3.OPT1.GR8

(October 3, 2022)

The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans.
2. Inspection
3. Traffic control
4. Pedestrian control, access routes and delineation
5. Accommodating utilities
6. Form work
7. Installation of detectable warning surfaces
8. Contractor ADA survey and ADA Feature as-built requirements
9. Cold Weather Protection

**8-20.GR8****Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical****8-20.2.GR8****Materials****8-20.2.INST1.GR8**

Section 8-20.2 is supplemented with the following:

**FCNH 8-20.2(9-29.18) VIDEO DETECTION.rtf.DOCX****9-29.18 Vehicle Detector**

Section 9-29.18 is supplemented with the following:

**9-29.18(3) Video detection**

All components needed to provide a complete thermal detection system shall be supplied and installed per manufacturer's recommendation.

The thermal detection equipment shall include, but not be limited to, Cameras, Camera Housings, Camera Lens, Camera Mounting Hardware, Video Image Processors, Input File Adapters, lens Adjustment Modules, Keypad and Monitor.

The thermal detection system shall be capable of supplying video detection to the signal controller phases as indicated in the plans.

**9-29.18(3)A Thermal Detection System**

The thermal traffic detector sensor shall have 24 vehicle presence detection zones, 8 bicycle presence detection zones, 8 pedestrian presence detection zones, 8 traffic data detection zones, and 8 wrong way driver detection zones per sensor. Data zones shall collect and store vehicle counts, volume, speed, gap time, headway, occupancy, and classification. Data shall be time-stamped and stored onboard (non-volatile memory) in a user selectable interval, from 1-60 minutes.

Data alarms are generated for: queue, inverse direction, speed drop, no video, and other errors.

The EDGE interface card shall be modular by design and housed in either a self-contained stand-alone unit or fit directly into NEMA TS1 & TS2 type racks as well as Type 170/2070 input files. The edge card shall be interchangeable between a shelf or rack mount installation without replacing or modifying existing units.

**DIMENSIONS**

115mm x 28.5mm x 165mm – typical US EDGE rack height, dual slot

**COMMUNICATIONS**

1 RJ 45 Ethernet

2  
3 **ENVIRONMENTAL**

4 -34°C to +74°C (-29.2°F to + 165.2°F)

5 0 to 95% relative humidity – non-condensing NEMA TS2 Environmental  
6 compliant

7  
8 A single EDGE card shall communicate with 1 to 8 sensors and include  
9 interface to the agencies existing IP network. Only a single IP address should  
10 be necessary for all sensors and allow for independent streaming of the  
11 thermal video streams by using ports.

12  
13 The system shall be designed to operate reliably in the adverse environment  
14 of roadside cabinets and shall meet or exceed all NEMA TS1 and TS2, as  
15 well as Type 170/2070 environmental specifications.

16  
17 Ambient operating temperature shall be from –34 to +74 degrees Centigrade  
18 (-29.2 to +165.2 degrees Fahrenheit) at 0 to 95% relative humidity non-  
19 condensing.

20  
21 The system shall be powered by 12-60 VDC or 12-42 VAC.

22  
23 Surge ratings shall be set forth in the NEMA TS1 and TS2 specifications.

24  
25 The EDGE interface board shall have 4 opto-isolated open collector outputs.  
26 Twenty-four (24) additional outputs shall be available via the USB expansion  
27 port and up to five (5) 4 I/O USB expansion modules.

28  
29 Must be able to provide loop emulation for presence, bike presence, counting  
30 and data collection.

31  
32 Presence hold time must have parameters that range from 10 to 600 seconds.

33  
34 Each TI BPL2 EDGE card shall allow for up to 24 digital inputs into the traffic  
35 controller via the 4 I/O USB Expansion boards or up to 64 digital inputs into  
36 the traffic controller via the PIM Module using an SDLC interface.

37  
38 Each TI BPL2 EDGE card shall have error detection. Outputs will be turned  
39 “ON” if the video signal is bad or the card is not functioning properly. A user  
40 defined quality level will automatically put selected outputs to recall in cases  
41 of severe degraded visibility (i.e., fog, blizzard, etc.). Normal detection  
42 resumes when visibility improves above the user defined thermal quality level.

43  
44 Using an agencies network, the TI BPL2 Edge card shall be capable of  
45 streaming all connected sensors video streams simultaneously via MPEG-  
46 4/H.264/MJPEG. These streams are available with or without detection  
47 overlay.

The TI BPL2 EDGE board shall have a reset button on the front panel to reset the thermal sensors to “learn” the roadway image. During “learn”, selectable recall can be enabled or disabled for immediate operation. Learning time of video detectors shall be less than 6 minutes.

The video detection sensor and TI BPL2 EDGE card shall have internal surge suppression.

The BPL2 EDGE board shall have separate light emitting diodes (LEDs) that indicate:

POWER	LED to verify power and reboot TI board
POWER	LED to verify sensor power and reboot sensors
PIM	Dual color status LED for PIM Connection
OUTPUT Status	LED if the corresponding detection group is active
INPUT Status	LED if the corresponding detection group is active
8 BPL Sensors	Dual color LED Status
RJ45	The TI BPL2 EDGE card has 2 RJ45 connectors (10/100Mbit/s auto switching)
USB	2 USB ports for connection to 4 I/O USB expansion boards

The 4 I/O USB Expansion board shall also have separate LEDs that indicate:

POWER	Power LED
OUTPUT	LED to indicate Output Status
INPUT	LED to indicate Input Status
Rotary	Rotary Switch that defines output numbers

### Event Log Database

The thermal traffic detector system shall store an onboard database capable of time stamping and storing 500 events. The Event Log Database can be viewed or downloaded as a comma separated value (csv) file and Extensible Markup Language (xml) file. Erasure of the Event Log Database shall not alter programmed configurations. As a minimum, the thermal traffic detector shall log and time stamp the following events:

- Firmware upgrade
- Loss of signal
- Resumption of signal
- Configuration change
- Bad thermal quality
- Loss of power to thermal traffic sensor

- Resumption of power to thermal traffic sensor
- Recall activated

## **Video System Communications Module**

The Communication board shall be integrated with the TI BPL2 EDGE card and fit directly into NEMA TS1 & TS2 type racks as well as Type 170/2070 input files.

### **9-29.18(3)B     *Functional Capabilities***

Real Time Detection of vehicles and bicycles using the roadway. Bicycles using the roadway can be detected regardless of which lane they are using even if vehicle traffic is present. Bicycles detected can have a separate output to allow bikes a pre-call or a longer minimum green.

The TI BPL2 EDGE system shall be expandable up to 8 FLIR sensors that may be programmed independently. Up to four (4) TI BPL2 EDGE cards may be used if more than 8 sensors are necessary – up to 32 FLIR sensors.

The system shall be capable of displaying detection zones on the thermal image with associated outputs. Outputs/Inputs status will be indicated on the screen. Parameters will also include the ability to view raw video without any verbiage and/or detectors for surveillance purposes. Signal phasing can also be displayed in a NEMA TS2-1 cabinet with an accompanied PIM Module and SDLC interface (optional).

Each thermal traffic detector will detect within its view the presence of vehicles or bicycles in user defined zones. Detectors available shall be presence, count, delay, extension, or pulse mode for either arrival or departure of vehicles. Delay and extension shall be defined between 0.1 – 99.9 seconds and pulse mode between 0 – 200ms in 33ms increments if NTSC is used. Each thermal traffic sensor shall also detect and collect traffic data of passing vehicles in user-defined zones.

Collected traffic data by direction shall include:

- Volume (absolute numbers) per length class and per lane.
- Average speed (km/h or mph) per length class and per lane.
- Average gap time (1/10 sec) per length class and per lane.
- Average headway (m or feet) per lane.
- Occupancy (%) per lane
- Confidence (0-10) depending on Thermal Quality of Image
- Density (Vehicles / KM) Number of Vehicles over distance

1 Once an IP address is set up the thermal traffic detector shall be programmed  
2 with the use of a computer or network connection. A standard computer  
3 running a web browser is necessary.  
4

5 Detector configurations shall be able to be stored. These "offline" networks  
6 can be saved and easily reinstalled if needed.  
7

8 Detectors may be linked to 24 outputs and 20 inputs using Boolean Logic  
9 features: AND, OR, NOT. It will be possible to generate conditional outputs  
10 based upon inputs from a controller.  
11

12 It shall be possible to make a detector directional sensitive. Options will  
13 include an omni-directional detector or a detector that only senses movement:  
14 from right to left, left to right, up to down or down to up as you look at the  
15 screen.  
16

17 8 data detection zones per sensor may be used for collection of vehicle count,  
18 speed, classification, occupancy, density, headway, and gap time. These  
19 detectors will detect and store traffic data in no-volatile memory at user-  
20 defined intervals of 1, 2, 3, 5, 6, 10, 15, 30, and 60 minutes.  
21

22 Traficon Data Tool (TDT) software may be used with a PC to download data  
23 and export to a spreadsheet. A standard web browser will be used to upload  
24 and download detector configurations, technical events, send software  
25 versions upgrades, and do remote setup of detectors.  
26

27 The thermal traffic detector shall be able to detect vulnerable roadway users  
28 such as bicyclists and is capable of outputting a separate call allowing an  
29 agency to give early or extended time to these users.  
30

31 The thermal traffic detector shall be able to delay or extend a detector zone  
32 output in combination with an input from the controller.  
33

34 The thermal traffic detector shall be capable of detecting wrong-way drivers  
35 and shall provide an alarm/event via communication and/or output.  
36

37 The thermal traffic detector shall provide an alarm and/or output when the  
38 user selected queue detection threshold of occupancy is exceeded for more  
39 than a user selected time threshold.  
40

41 The thermal traffic detector shall distinguish up to five classes of detected  
42 vehicles based upon user selectable vehicle length thresholds. Using optional  
43 premium traffic data, the sensor can classify up to 3 classes of vehicles using  
44 vehicle width and up to 5 classes combining both length and width.  
45

46 The thermal traffic detector shall be able to emulate loop emulation with user  
47 selectable loop dimensions.

The thermal traffic detector shall be able to detect pedestrians and set up directional detection zones for crossing or waiting pedestrians. Optical occlusion must be considered if using this feature.

### **9-29.18(3)C     System Communications**

The TI BPL2 EDGE shall control from 1 to 8 FLIR Traffic sensors.

The TI BPL2 EDGE has 2 RJ45 connections for Ethernet interface and communication to provide traffic data and allow remote configuration from the Traffic Operations Center.

The LAN port shall meet IEEE 802.3 with a RJ-45 connector and meet the following specification:

Data rates for Ethernet via LAN port:	10/100Mbps
	TCP/IP based protocol

The communication shall support all functions of the detection system.

All data transmissions shall be protected by CRC (cyclic redundancy checking) or an equivalent error detection method.

The communication shall support MPEG-4/H.264/ MJPEG streaming video over Ethernet with the following programmable parameters:

Streaming video frame rate over Ethernet of up to 30 frames/second.
Programmable bit/data rate of up to 4 Mbps.
2 video streams are available with or without detection overlay

Cyber Security – the thermal detection product will be capable of disabling non-essential services, disabling non-essential physical access ports, have user authentication, configuring encryption certificates, and providing separate logs for user and physical access.

A web browser connection with a standard internet browser shall be possible to communicate with each Thermal traffic detector sensor for remote monitoring and real-time data using the systems assigned IP addresses.

### **9-29.18(3)D     Image Sensor Mounting Brackets**

Mast arm installations shall be mounted at a sufficient height to prevent occlusion from cross traffic between the stop bar and the mast arm on which

the camera is installed. A 6' riser and mounting base is required to get enough height on the mounting position to prevent occlusion from cross traffic.

Luminaire arm installations shall be installed on the luminaire arm, with the sensor manufacturers included brackets. Camera luminaire brackets shall provide adjustments for both vertical and horizontal positioning of the camera. Camera attachments shall be designed to securely fasten the camera to the luminaire arm. Miscellaneous hardware shall be stainless steel or galvanized steel.

### **9-29.18(3)D Image Sensor Cable (BPL Power)**

Power cable shall be installed in conduits or overhead as indicated in the plans. Power cable shall be suitable for exterior use and in direct sunlight. Power cable will have a minimum of 3 conductors.

Description of cable: 18 AWG three conductor PVC/Nylon 600V Tray Cable. Electrical Power and Control tray cable, direct burial.

CONDUCTORS/PAIR COUNT:	3 CONDUCTORS			
GAUGE & STRANDING:	18 AWG 7 strand (600V)			
PRIMARY INSULATION TYPE:	POLYVINYLCHLORIDE			
INSULATION THICKNESS:	0.015"			
COLOR CODE:	BLUE, WHITE, GREEN			
JACKET TYPE:	Sunlight	resistant	direct	burial
	polyvinylchloride			
JACKET COLOR:	BLACK			
JACKET THICKNESS:	0.045"			
NOMINAL OD:	0.280"			

### **OVERALL ASSEMBLY OF WIRE**

JACKET THICKNESS:	0.045"			
JACKET COLOR:	BLACK			
JACKET MATERIAL:	Sunlight	resistant	direct	burial
	polyvinylchloride			
RIPCORD:	YES			
NOMINAL OD:	0.280"			
VOLTAGE RATING:	600V			
TEMP. RATING:	-39°C to 90°C (-38.2°F to 194°F)			
UL TYPE OR STYLE:	Type TC or TC-ER			
PACKAGING:	500' spools			
SHIPPING WEIGHT:	25 lbs per 500' spool			

**9-29.18(3)C Thermal Sensor**

The Thermal Traffic Sensor shall not depend on any visible or invisible (infrared) illumination or image intensifier to “see” i.e. produce images. The Thermal Traffic Sensor shall be totally passive and not produce any energy or emit light in any bandwidth. The Thermal Traffic Sensor shall allow the user to clearly identify images in the total absence of light.

The Thermal Traffic Sensor shall utilize a Vanadium Oxide (VOx) uncooled microbolometer sensor responding in the LWIR (Long Wave Infrared) spectral range of 7 – 14  $\mu\text{m}$ , which is beyond what is visible to the human eye.

The Thermal Traffic Sensor shall be based on Vanadium Oxide (VOx) microbolometer detector technology and shall not be susceptible to permanent damage after imaging the sun. This is in contrast to some systems based on amorphous silicon detector technology, which can be permanently damaged when viewing the sun or even reflections of the sun.

The Thermal Traffic Sensor shall not utilize shutters to prevent damage from the sun, but rather the Thermal Traffic Sensor shall provide uninterrupted video which shall be required for traffic and ITS installations.

The Thermal Traffic Sensor shall not utilize dynamic apertures to protect the image sensor because these mechanisms reduce sensitivity for an extended period of time, thus reducing the Thermal Traffic Sensors performance, which shall not be acceptable for traffic installations.

The Thermal Traffic Sensor shall provide a thermal optics that automatically adjust to background thermal changes, and therefore do not require re-adjustment and/or thermal refocusing.

The Thermal Traffic Sensor shall not be susceptible to “image blooming” caused by bright lights as are image intensifiers and visible spectrum cameras.

The Noise Equivalent Temperature Difference (NETD) is the measure of the smallest object temperature that can be detected by the thermal image sensor relative to the system noise. The measurement is usually quantified as an mK value. This is the most common Figure of Merit of a thermal imaging system and a true measurement of the thermal camera’s sensitivity. The Thermal Traffic Camera image sensor shall provide a NETD of <50mK f/1.0 or lower.

The Thermal Traffic Sensor shall include Auto Digital Detail Enhancement (Auto DDE) which is an advanced non-linear image processing algorithm. The Auto DDE function is fully automatic and requires no input or adjustment from the user. The Auto DDE shall enhance the image detail to match the total dynamic range of the original image allowing details to be visible to the user even in scenes with low or high thermal contrast. Auto DDE will increase

1 the probability of detection of low contrast images. These settings shall be  
2 optimized for performance with Traffic Video Detection.

3 The Thermal Traffic Sensor shall utilize Non-Uniformity Correction (NUC)  
4 which is a set of compensation factors for each pixel. NUC shall enable the  
5 following features and benefits:

6 Eliminate the need for FPA (Focal Plane Array) temperature  
7 stabilization.

8 Allow for near instantaneous camera turn-on.

9 Reduced system complexity and power consumption.

10 Allow for a wider operating temperature range.

11 The Thermal Traffic Sensor shall include Automatic Gain Control (AGC)  
12 circuitry to compensate for scene variations, improve image quality by  
13 avoiding saturation and distortion, and to balance signal levels prior to display  
14 to maximize image quality.

15 The Thermal Traffic Camera shall feature both White-Hot and Black-Hot  
16 operating modes. In the White-Hot (default) mode warmer objects will be  
17 displayed in white or lighter shades than cooler or background areas. In the  
18 Black-Hot mode warmer images will be displayed as black or dark gray as  
19 compared to cooler background objects.

20 The Thermal Traffic Sensor shall be furnished in an IP-67 rated outdoor  
21 enclosure with mounting bracket. The mounting bracket shall be provided  
22 with holes for mounting to a pole, pedestal, or wall mount. All cable  
23 connections shall be quick connect. No tools are required to connect the  
24 sensor once the original adapter has been installed on the wire.

25 The Sensor has an Earth ground conductor which is run as part of the power  
26 cable bundle. This Earth ground is terminated in the cabinet

27 The Thermal Traffic Sensor shall operate on 12-60 VDC.

28 The Thermal Traffic Sensor shall include a 10-year warranty on the thermal  
29 Sensor.

30 The Thermal Traffic Sensor shall meet the following minimum requirements:

31

Sensor Type	Long-life VOx Uncooled Microbolometer w/10-year warranty
Spectral Response	7 to 14µm

Sensitivity (Thermal Camera sensor)	<50mK f/1.0
Pixel Resolution / Pitch	640x480 / 17 microns
Output	BPL – Broadband over Power Line
User Interface	Web Interface
Input Voltage	12-60V DC
Power Consumption	max 9.6W, 400mA@24 VDC
Operating Temperature Range	-34°C to +74°C / -29.2°F to +165.2°F (Continuous Operation)
NEMA TS 2	Environmental testing by IAW w/Section 2.1 of NEMA TS 2-2003 and either meets or exceeds those requirements in the following categories: Operating Voltage, Operating Frequency, Ambient Temperature, Humidity, Vibration and Shock
Enclosure Rating	IP-68 – IP 67 Connector
Weight	1.5kg/3.3lbs (bracket, sunshield, housing sensor and video detection module)
Dimensions	9.8" x 6.3" x 4.7" (w/mounting bracket)

Video detections shall be in place and functioning prior to disabling the associated loop detectors.

#### **9-29.18(3)B Permanent Video detection**

A permanent video detection system shall be required at the following locations during construction:

\*\*\*

**Pacific & Fulton Northbound and Southbound (installed by others)**  
**Hewitt & Fulton Northbound and Southbound**

\*\*\*

The permanent thermal detection system shall be installed on the signal mast arm on a 6' long camera mount bracket at a location directed by the Engineer,

1 as close as practical to the end of the mast arm. The video detection cable shall  
2 be installed in the mast arm per manufacturers recommendations. Any coiled  
3 slack cable shall be mounted to the camera mount bracket at the back of the  
4 pole. In the signal control cabinet, a video detection module shall be installed,  
5 along with a surge protector and 4x6 fuse kit assembly. Video detection cable  
6 shall be connectorized and all cables terminated to complete the system. City of  
7 Everett signal technician will direct location of cable terminations, VIP module,  
8 and other hardware. Through the Engineer, the contractor shall contact Steve  
9 Sawyer (425)328-0643 a minimum 3 days prior to activation to coordinate a  
10 signal technician to be on site.  
11  
12  
13

**CITY OF EVERETT, WASHINGTON**  
**CONTRACT PROVISIONS**  
**FULTON STREET PEDESTRIAN BICYCLE CORRIDOR**  
**WORK ORDER #3785**  
**Federal Aid # TAP-0420(026)**  
**BID PROPOSAL**

To the City Council  
Everett, Washington

The undersigned bidder declares that they have carefully examined the Plans and Specifications, Notice to Contractors, Instructions to Bidders, Standard Specifications, Special Provisions, Appendices, Proposal, and Contract for \* The construction of up to 135 tons of Hot Mix Asphalt, Class ½-inch, PG 64-22, two inches (2") thick, on Fulton Street from Hewitt Ave to California , including grinding, sidewalk construction, driveway ramps, Concrete panel replacement for up to 353 SY from Pacific to Hewitt, signing, bike lanes, utility adjustments, valve box, J-box, striping, video traffic detection, \* and other such work as may be necessary, in accordance with the Specifications, as shown on the Plans. The undersigned bidder declares that it has made such investigations as are necessary to determine the conditions to be encountered, and that if this Proposal is accepted the undersigned bidder will enter into a contract with the City of Everett, Washington, in the form of Contract hereto annexed, will, to the extent required, provide the necessary equipment, tools, apparatus, and other means of construction, and will furnish all labor and materials as specified in the Contract, or called for in the plans, or necessary to complete the work in the manner herein specified and according to the requirements of the Engineer.

The undersigned bidder certifies that this Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned below, and no officer or employee of the City of Everett is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the work to which it relates, or any portion of the profits thereof.

The undersigned bidder agrees that it will complete the work in all respects within \*forty eight (48)\* working days from the date of written Notice to Proceed; that they will pay liquidated damages to the City in the amount specified in the Contract.

Accompanying this Proposal is a bid bond or certified check or cashier's check in the amount of five percent (5%) of the Proposal according to the conditions of the "Notice to Contractors" and the Standard Specifications, the Special Provisions, and the "Instructions to Bidders" hereby attached. If this Proposal shall be accepted by the City of Everett, Washington, and the undersigned shall fail to execute the Contract and provide the required bonds as stated in the Instructions to Bidders hereto attached, within twenty (20) calendar days after the award date, then the City may, at its option, determine that the undersigned has abandoned the Contract and thereupon this Contract shall be null and void and the amount of the bid bond or certified check or cashier's check accompanying this Proposal shall be forfeited and become the property of the City of Everett, Washington.

*This page intentionally left blank*

**Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.**

## BID SCHEDULES, FULTON STREET PEDESTRIAN BICYCLE CORRIDOR WO# 3785

**BIDDER:** \_\_\_\_\_

Item No.	Item Description	Unit	Bid Qty	Unit Cost	Total
1	Mobilization 10%	L.S.	1.0	\$_____.	\$_____.
2	REMOVING PLASTIC LINE	LF	1201	\$_____.	\$_____.
3	REMOVING PLASTIC TRAFFIC MARKING	EA	3	\$_____.	\$_____.
4	REMOVING PLASTIC CROSSWALK LINE	SF	720	\$_____.	\$_____.
5	ROADWAY EXCAVATION, INCL. HAUL	CY	72	\$_____.	\$_____.
6	CRUSH SURFACING BASE COURSE	TON	177	\$_____.	\$_____.
7	GRAVEL BORROW INCL HAUL	TON	19	\$_____.	\$_____.
8	REPLACE CEMENT CONCRETE PANEL	SY	353	\$_____.	\$_____.
9	SAWCUT CONCRETE	LF	35	\$_____.	\$_____.
10	SAWCUT ASPHALT	LF	473	\$_____.	\$_____.
11	Planing Bituminous Pavement	SY	1,299	\$_____.	\$_____.
12	HMA Class 1/2 inch, PG 64-22	TON	135	\$_____.	\$_____.
13	INLET PROTECTION	EA	4	\$_____.	\$_____.
14	TOPSOIL TYPE A	SY	64	\$_____.	\$_____.
15	SOD INSTALLATION	SY	64	\$_____.	\$_____.
16	STREET CLEANING	HR	140	\$_____.	\$_____.
17	SPCC PLAN	LS	1	\$ 500.____	\$ 500.____
18	CEMENT CONC. TRAFFIC CURB Type E-1	LF	450	\$_____.	\$_____.
19	PLASTIC LINE	LF	520	\$_____.	\$_____.
20	WIDE LINE	LF	1,934	\$_____.	\$_____.
21	24" PLASTIC CROSSWALK LINE	SF	720	\$_____.	\$_____.
22	24" PLASTIC STOP LINE	LF	92	\$_____.	\$_____.
23	PLASTIC TRAFFIC SHARO STRAIGHT	EA	2	\$_____.	\$_____.
24	PLASTIC BICYCLE LANE SYMBOL	EA	10	\$_____.	\$_____.
25	PLASTIC BICYCLE LANE SYMBOL (STRAIGHT)	EA	1	\$_____.	\$_____.
26	PLASTIC BICYCLE DETECTOR SYMBOL	EA	3	\$_____.	\$_____.
27	PLASTIC BICYCLE LANE LEFT/RIGHT TURN ARROW (WHITE)	EA	1	\$_____.	\$_____.
28	PLASTIC BIKE LANE EXTENTION LINE (GREEN AND WHITE)	SF	216	\$_____.	\$_____.
29	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 27,500.____	\$ 27,500.____
30	TRAFFIC SIGNAL SYSTEM VIDEO	EA	3	\$_____.	\$_____.
31	PERMANENT SIGNING	LS	1	\$ 5,250.____	\$ 5,250.____
32	ADA FEATURES SURVEYING	LS	1	\$ 5,000.____	\$ 5,000.____

33	ADJUST VALVE BOX TO GRADE	EA	2	\$_____.	\$_____.
34	ADJUST JUNCTION BOX TO GRADE	EA	1	\$_____.	\$_____.
35	CEMENT CONCRETE CURB RAMP TYPE PARALLEL	EA	1	\$_____.	\$_____.
36	Temporary ACP Ramp	SY	24	\$_____.	\$_____.
37	CEMENT CONCRETE SIDEWALK	SY	255	\$_____.	\$_____.
38	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	SY	264	\$_____.	\$_____.
39	Mailbox SUPPORT TYPE	EA	1	\$_____.	\$_____.
40	Minor Change	CALC	1	\$ 25,000.	\$ 25,000.00
41	WORK ZONE SAFETY CONTINGENCY	EST	1,375	1.00	\$ 1,350.00
42	UNIFORM POLICE OFFICER	HOUR	32	\$_____.	\$_____.
43	RECORD DRAWINGS (MINIMUM BID)	LS	1	\$ 2,000.	\$ 2,000.00
				<b>TOTAL</b>	\$_____.

The undersigned bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the provisions of the Drawings and Specifications and at the unit prices bid in the Bid Schedule, unless such schedule designates lump sum bids, or force account items.

[illegible]

*This page intentionally left blank*

# 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.

**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.

DOT Form 272-0361 EF  
07/2011

## BID GUARANTY

Bidder herewith guarantees its bid by depositing one of the following with its bid/proposal in an amount of five percent (5%) or more of the bidder's total bid/proposal:

- ☐ Certified check
- ☐ Cashier's check
- ☐ Bid Bond

\_\_\_\_\_  
Signature

## BID BOND

Bond No. \_\_\_\_\_

Project \_\_\_\_\_

W.O. # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS,

that \_\_\_\_\_ [Contractor], a corporation organized under the laws of the State of \_\_\_\_\_, and registered to do business in the State of Washington as a contractor, as Principal, and \_\_\_\_\_ [Surety], a corporation organized under the laws of the State of \_\_\_\_\_ and registered to transact business in the State of Washington, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the City of Everett, Washington, hereinafter called "City", and are similarly held and bound unto the City in the sum of \_\_\_\_\_ and \_\_\_/100's Dollars (\$\_\_\_\_\_), the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound to the City to pay and forfeit to the City the amount of this bond as provided herein, upon the conditions contained herein, unless the conditions for release contained herein are satisfied or expressly waived in a writing signed by the City Attorney.

It is expressly understood and agreed that:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1. City accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City) the executed Agreement required by the Bidding Documents, any performance and payment bonds required by the Bidding Documents and Contract Documents, and evidence of insurance required by the Bidding Documents and Contract Documents, o

3.2. All bids are rejected by City, or

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from the City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety. Any suit or action under this bond must be instituted within the time period provided by applicable law.

7. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

8. Notice required hereunder shall be in writing sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond current and effective Power of Attorney evidencing authority of the officer, agent or representative to execute this Bond on behalf of Surety to execute and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER	SURETY
_____ (seal) Bidder's Name and Corporate Seal	_____ (seal) Surety's Name and Corporate Seal
By: _____ Signature, Title, and Date	By: _____ Signature, Title, and Date
Address: _____ _____	Address: _____ _____
Attest: _____ Signature, Title and Date	Attest: _____ Signature, Title and Date



Bidder Questionnaire

Agency Name					Federal Aid Number			
Prime Contractor Name					Contract Number			
Contract Name								
Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Signature

Title

Date

## Form Instructions

The following information on each firm that submitted a bid is required as part of part of 49 CFR 26.11(c)(2):

**Firm/Subcontractor Name:** Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

**Address:** Enter the date the main address of the firm/subcontractor. Include the zip code.

**DBE Status:** Enter the DBE status. *Options are DBE and Non-DBE.*

**Race:** Enter the race of the majority DBE Owner. *Options are "Black American", "Hispanic American", "Native American", "Asian-Pacific American", "Subcontinent Asian American", and "White".*

**Gender:** Enter the gender of the majority DBE Owner. *Options are "Female" and "Male".*

**NAICS Codes:** Enter the appropriate NAICS Codes for the work the bid was submitted.

**Scope of Work:** Enter the scope of the work the bid was submitted for.

**Firm Age:** Enter the age of the Firm.

**Firm Gross Receipts:** Enter the annual gross receipts. *Options are "Less than \$1 million", "\$1-\$3 million", "\$3-\$6 million", "\$6-\$10 million", "\$10-\$20 million", "\$20-\$30.72 million", "Greater than \$30.72 million".*



## Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: \_\_\_\_\_

Column 1  <b>Name of DBE</b> (See instructions)	Column 2  <b>Project Role</b> (See instructions)	Column 3  <b>Description of Work</b> (See instructions)	Column 4  <b>Dollar Amount Subcontracted to DBE</b> (See instructions)	Column 5  <b>Dollar Amount to be Applied Towards Goal</b> (See instructions)

Disadvantaged Business Enterprise \_\_\_\_\_  
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount \_\_\_\_\_  
Box 4

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

# Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

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

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state “**Partial**” and describe the Work that is included.
  - For example; “Electrical (Partial) – Trenching”.
- “Mobilization” will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

**Note 1:** For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to  $(\$100,000 \times 50\%) = \$50,000$  (Column 5) to be applied towards the goal.

**Note 2:** For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to  $(\$100,000 \times 60\%) = \$60,000$  (Column 5) to be applied towards the goal

**Note 3:** For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to  $(\$100,000 \times \text{reasonable fee \%}) = \$$  (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

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

## Disadvantaged Business Enterprise Utilization Certification

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

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

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

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

EXAMPLE

Disadvantaged Business Enterprise 356,968.16  
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount 1,295,250  
Box 4

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



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

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

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

---

**PART A: To be completed by the bidder**

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

Contract Title: \_\_\_\_\_

Bidder's Business Name: \_\_\_\_\_

DBE's Business Name: \_\_\_\_\_

Description of DBE's Work: \_\_\_\_\_

Dollar Amount to be Applied Towards DBE Goal: \_\_\_\_\_

Dollar Amount to be Subcontracted to DBE\*: \_\_\_\_\_  
\*Optional Field

---

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

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

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



# Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

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

Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partial (See Instructions)	Column 4 Quantity (See Instructions)	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8 Dollar Amount to be Applied Towards Goal (See Instructions)
Subtotal:						0	0
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						0	0
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						0	0
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						0	0
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						0	0
TOTAL UDBE Dollar Amount:						0	0

## Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

**Use Additional Sheets if necessary.**



# Disadvantaged Business Enterprise (DBE) Trucking Credit Form

## PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal. Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email		Date

## PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

## **INSTRUCTIONS**

**Please note – All Fields are required**

### **PART A: TO BE COMPLETED BY THE BIDDER**

**Federal Aid:** Include the project federal-aid number.

**County:** Specify the County where the project will take place.

**Contract #:** Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

**Bid Item:** Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

**Item Description:** Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

**Bidder:** In this section, provide the bidder's legal name, title, Business address, Phone and email.

**The bidder's representative signature is required in addition to the date the form was signed.**

### **PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM**

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

**The DBE Firm's representative signature is required in addition to the date the form was signed.**



---

---

### **Proposal for Incorporating Recycled Materials into the Project**

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

Proposed total percentage: \_\_\_\_\_ percent.

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

Bidder: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

---

---

*This page intentionally left blank*



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (October 1, 2024), 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.*

*This page intentionally left blank*

## CITY OF EVERETT, WASHINGTON

### CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the "City") and

a \_\_\_\_\_ (the "Contractor").

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and appurtenances in accordance with the Specifications and Plans and all other Contract Documents entitled: "**Fulton Street Pedestrian Bicycle Corridor**" (the "Project").

**1. Contract Documents.** The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract:

- A. Notice to Contractors
- B. Instructions to Bidders
- C. Washington State Department of Transportation Standard Specifications 2023 as modified by all amendments thereto as of the date of bid opening of this Project ("Standard Specifications").
- D. Contract Provisions, including without limitation the Special Provisions
- E. Plans, Drawings and Project Specifications
- F. Addenda (if any)
- G. Performance Bond and Payment Bond
- H. Contractor's Proposal/Bid (conformed copy dated \_\_\_\_\_)
- I. All provisions required by law whether set forth and reproduced herein or not.
- J. Disadvantaged Business Enterprise (DBE) utilization certification.

**2. Contract Time.** Substantial completion shall be achieved within **48 working** days of the effective date of the Notice to Proceed.

**3. Liquidated Damages.** The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the work in all respects and have it ready for use by the substantial completion date stated. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages as stated in Section 1-08.9 of the Special Provisions, for each and every **working** day required to accomplish substantial completion of the work in excess of the period established above for substantial completion.

4. **Contract Sum.** The amount of this Contract is (\$ \_\_\_\_\_) and is based on the proposal/bid submitted by Contractor dated \_\_\_\_\_. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final shall be made as specified therein.

5. **Compliance with Employment and Wage Laws.** Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

6. **Indemnification.**

A. Contractor will defend and indemnify and hold harmless the City from any and all Claims arising out of or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify and hold harmless the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 6 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 6 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Contractor and (b) the City, then the Contractor's liability under this Section 6 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

7. **Insurance.** The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

8. **Waiver of Industrial Insurance Immunity.** Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the

City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

**9. Repair of Damage.** The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

**10. Pre-Bid Inspection and Risk of Loss.** It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

**11. Headings for Convenience Only.** The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

**12. Effective Date.** This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original.

<b>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</b>	
<b>CITY OF EVERETT WASHINGTON</b>  By: _____ Cassie Franklin, Mayor  _____ Date	<b>Corporation</b> _____ [Contractor's Complete Legal Name]  By _____ Typed/Printed Name: _____ Its _____ Date: _____
<b>ATTEST:</b>  Office of the City Clerk Date: _____	<b>Partnership (general)</b> _____ [Contractor's Complete Legal Name] a Washington general partnership  By _____ Typed/Printed Name: _____ General Partner Date: _____
<b>STANDARD DOCUMENT APPROVED AS TO FORM</b>  <b>OFFICE OF THE CITY ATTORNEY</b>  (6.9.22) : _____	<b>Partnership (limited)</b> _____ [Contractor's Complete Legal Name] a Washington limited partnership  By _____ Typed/Printed Name: _____ General Partner Date: _____
	<b>Sole proprietorship</b> _____ Typed/Printed _____ Name: Sole proprietor Date: _____
	<b>Limited Liability Company</b> _____ [Contractor's Complete Legal Name] a Washington limited liability company  Typed/Printed Name: _____ Managing Member Date: _____

**PUBLIC WORKS PERFORMANCE BOND**

to City of Everett, WA

Bond No. \_\_\_\_\_

The City of Everett, Washington has awarded to \_\_\_\_\_ (Principal), a Contract for the construction of the project designated as **Fulton Street Pedestrian Bicycle Corridor**, Project No. **3785**, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the \_\_\_\_\_, in the sum of \_\_\_\_\_ US Dollars (\$\_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

**PRINCIPAL**

**SURETY**

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_ Surety Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Local office/agent of Surety Company:

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

DOT  
12/2019

Form



272-002A

BOND APPROVED BY CITY OF EVERETT, WASHINGTON		ATTEST:	STANDARD DOCUMENT APPROVED AS TO FORM:
By:			OFFICE OF THE CITY ATTORNEY
	Cassie Franklin, Mayor	Office of the City Clerk	
Date:		Date:	(6.9.22)

**PUBLIC WORKS PAYMENT BOND**  
to City of Everett, WA

Bond No. \_\_\_\_\_

The City of Everett, Washington, has awarded to \_\_\_\_\_ (Principal), a Contract for the construction of the project designated as **Fulton Street Pedestrian Bicycle Corridor**, Project No. **3785**, in Everett, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to \_\_\_\_\_, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City of Everett against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_ Surety Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Local office/agent of Surety Company:

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

STANDARD BOND FORM  
OFFICE OF THE CITY ATTORNEY  
APPROVED AS TO FORM  
APPROVED AS TO CITY CHARTER § 4.1

DOT  
12/2019

Form



272-003AEF

BOND APPROVED BY CITY OF EVERETT, WASHINGTON		ATTEST:	STANDARD DOCUMENT APPROVED AS TO FORM:
By:			OFFICE OF THE CITY ATTORNEY
	Cassie Franklin, Mayor	Office of the City Clerk	
Date:		Date:	(6.9.22)



*This page intentionally left blank*

## **APPENDICIES**

*This page intentionally left blank*

## **APPENDIX A**

STATE PREVAILING WAGES

INCLUDING:

POLICY STATEMENT

CODE KEY

STATE WAGE SUPPLEMENTAL

*This page intentionally left blank*

\*\*\*\*\*

### 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.

**Overtime Codes Continued**

- 1. 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.
- 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.
- 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.

**Overtime Codes Continued**

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
- 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.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed 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.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an 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 more than four (4) hours of a special shift can only be performed outside the normal 6am 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 the 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).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

**Overtime Codes Continued**

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.

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.

**Overtime Codes Continued**

11. 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.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

**Overtime Codes Continued**

11. M. 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.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that 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 of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- 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.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

**Overtime Codes Continued**

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that 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 of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- 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.
- Q. 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 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- 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.
- 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.

## Benefit Code Key – Effective 8/1/2024 thru 3/4/2025

11. T. 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.

- U. 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.

If, 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 a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

### 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).

**Holiday Codes Continued**

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- 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).
- 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).

**Holiday Codes Continued**

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.

**Holiday Codes Continued**

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**Holiday Codes Continued**

7. 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.

**Holiday Codes Continued**

7. 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.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

**Holiday Codes Continued**

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, 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, 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.
- 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, Independence Day, Labor Day, Veteran's 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. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve 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.
- N. 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). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. 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, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 8/1/2024 thru 3/4/2025

**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.
8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

**Note Codes Continued**

- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

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

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

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

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

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

**Note Codes Continued**

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

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

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

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

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

**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.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

Benefit Code Key – Effective 8/1/2024 thru 3/4/2025

9. I. 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'.
- Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- 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.

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: 08/31/2024

<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>
Snohomish	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$63.87	<u>5D</u>	<u>1H</u>		<a href="#">View</a>
Snohomish	<a href="#">Boilermakers</a>	Journey Level	\$81.48	<u>5N</u>	<u>1C</u>		<a href="#">View</a>
Snohomish	<a href="#">Brick Mason</a>	Journey Level	\$71.82	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
Snohomish	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$71.82	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
Snohomish	<a href="#">Building Service Employees</a>	Janitor	\$16.28		<u>1</u>		<a href="#">View</a>
Snohomish	<a href="#">Building Service Employees</a>	Shampooer	\$16.28		<u>1</u>		<a href="#">View</a>
Snohomish	<a href="#">Building Service Employees</a>	Waxer	\$16.28		<u>1</u>		<a href="#">View</a>
Snohomish	<a href="#">Building Service Employees</a>	Window Cleaner	\$16.28		<u>1</u>		<a href="#">View</a>
Snohomish	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$27.33	<u>5C</u>	<u>2M</u>		<a href="#">View</a>
Snohomish	<a href="#">Carpenters</a>	Acoustical Worker	\$78.96	<u>15J</u>	<u>11U</u>		<a href="#">View</a>
Snohomish	<a href="#">Carpenters</a>	Bridge Dock and Wharf Carpenter	\$80.50	<u>15J</u>	<u>11U</u>	<u>9L</u>	<a href="#">View</a>
Snohomish	<a href="#">Carpenters</a>	Floor Layer & Floor Finisher	\$78.96	<u>15J</u>	<u>11U</u>		<a href="#">View</a>
Snohomish	<a href="#">Carpenters</a>	General Carpenter	\$78.96	<u>15J</u>	<u>11U</u>		<a href="#">View</a>
Snohomish	<a href="#">Carpenters</a>	Scaffold Erector	\$78.96	<u>15J</u>	<u>11U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Application of all Composition Mastic	\$77.30	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Application of all Epoxy Material	\$76.78	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Application of all Plastic Material	\$77.30	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Application of Sealing Compound	\$76.78	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Application of Underlayment	\$77.30	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Building General	\$76.78	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Composition or Kalman Floors	\$77.30	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Concrete Paving	\$76.78	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Curb & Gutter Machine	\$77.30	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Curb & Gutter, Sidewalks	\$76.78	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Curing Concrete	\$76.78	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Finish Colored Concrete	\$77.30	<u>15J</u>	<u>4U</u>		<a href="#">View</a>

Snohomish	<a href="#">Cement Masons</a>	Floor Grinding	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Floor Grinding/Polisher	\$76.78	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Green Concrete Saw, self-powered	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Grouting of all Plates	\$76.78	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Grouting of all Tilt-up Panels	\$76.78	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Guniting Nozzleman	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Hand Powered Grinder	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Journey Level	\$76.78	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Patching Concrete	\$76.78	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Pneumatic Power Tools	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Power Chipping & Brushing	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Sand Blasting Architectural Finish	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Screed & Rodding Machine	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Spackling or Skim Coat Concrete	\$76.78	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Troweling Machine Operator	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Troweling Machine Operator on Colored Slabs	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Cement Masons</a>	Tunnel Workers	\$77.30	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Bell/Vehicle/Submersible Operator (not under pressure)	\$156.25	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Dive Supervisor	\$157.75	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Diver	\$156.25	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$86.86	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$118.99	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$128.22	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$137.45	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$146.67	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$155.90	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$165.13	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$174.36	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 72.01 -	\$183.59	<a href="#">15J</a>	<a href="#">11U</a>		<a href="#">View</a>

		74.00 PSI					
Snohomish	<a href="#">Divers &amp; Tenders</a>	Lead Diver (Dive Master)	\$101.32	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Manifold Operator (Life Support Technician)	\$86.86	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Operator/Technician	\$86.86	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Operator/Technician	\$86.86	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Tender	\$80.55	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Divers &amp; Tenders</a>	Stand-by Diver	\$96.32	<a href="#">15J</a>	<a href="#">11T</a>	<a href="#">9I</a>	<a href="#">View</a>
Snohomish	<a href="#">Dredge Workers</a>	Assistant Engineer	\$83.92	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Snohomish	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$83.28	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Snohomish	<a href="#">Dredge Workers</a>	Boatmen	\$83.92	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Snohomish	<a href="#">Dredge Workers</a>	Engineer Welder	\$85.53	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Snohomish	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$87.24	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Snohomish	<a href="#">Dredge Workers</a>	Mates	\$83.92	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Snohomish	<a href="#">Dredge Workers</a>	Oiler	\$83.28	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Snohomish	<a href="#">Drywall Applicator</a>	Journey Level	\$78.76	<a href="#">15O</a>	<a href="#">11S</a>		<a href="#">View</a>
Snohomish	<a href="#">Drywall Tapers</a>	Journey Level	\$78.76	<a href="#">15O</a>	<a href="#">11S</a>		<a href="#">View</a>
Snohomish	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Inside</a>	Cable Splicer	\$95.85	<a href="#">7H</a>	<a href="#">1E</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Inside</a>	Construction Stock Person	\$46.03	<a href="#">7H</a>	<a href="#">1D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Inside</a>	Journey Level	\$89.75	<a href="#">7H</a>	<a href="#">1E</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Motor Shop</a>	Craftsman	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$97.76	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$89.71	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$56.79	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$89.71	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$89.71	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$77.13	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Meter Installer	\$56.79	<a href="#">5A</a>	<a href="#">4D</a>	<a href="#">8W</a>	<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$89.71	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$66.84	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Snohomish	<a href="#">Electronic Technicians</a>	Electronic Technicians Journey Level	\$53.94	<a href="#">5B</a>	<a href="#">1B</a>		<a href="#">View</a>
Snohomish	<a href="#">Elevator Constructors</a>	Mechanic	\$111.26	<a href="#">7D</a>	<a href="#">4A</a>		<a href="#">View</a>
Snohomish	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$120.27	<a href="#">7D</a>	<a href="#">4A</a>		<a href="#">View</a>

Snohomish	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level	\$16.28		<u>1</u>		<a href="#">View</a>
Snohomish	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level - In-Factory Work Only	\$16.28		<u>1</u>		<a href="#">View</a>
Snohomish	<a href="#">Fence Erectors</a>	Fence Erector	\$53.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Fence Erectors</a>	Fence Laborer	\$53.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Flaggers</a>	Journey Level	\$53.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Glaziers</a>	Journey Level	\$82.16	<u>7L</u>	<u>1Y</u>		<a href="#">View</a>
Snohomish	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journey Level	\$91.81	<u>15H</u>	<u>11C</u>		<a href="#">View</a>
Snohomish	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$99.92	<u>7F</u>	<u>1E</u>		<a href="#">View</a>
Snohomish	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$66.10	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$16.28		<u>1</u>		<a href="#">View</a>
Snohomish	<a href="#">Inland Boatmen</a>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Snohomish	<a href="#">Inland Boatmen</a>	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Snohomish	<a href="#">Inland Boatmen</a>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Snohomish	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Snohomish	<a href="#">Inland Boatmen</a>	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Snohomish	<a href="#">Inland Boatmen</a>	Mate	\$57.31	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
Snohomish	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator	\$51.27	<u>15M</u>	<u>11O</u>		<a href="#">View</a>
Snohomish	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Foamer Operator	\$51.27	<u>15M</u>	<u>11O</u>		<a href="#">View</a>
Snohomish	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$51.27	<u>15M</u>	<u>11O</u>		<a href="#">View</a>
Snohomish	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$49.20	<u>15M</u>	<u>11O</u>		<a href="#">View</a>
Snohomish	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$42.99	<u>15M</u>	<u>11O</u>		<a href="#">View</a>
Snohomish	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	TV Truck Operator	\$46.10	<u>15M</u>	<u>11O</u>		<a href="#">View</a>
Snohomish	<a href="#">Insulation Applicators</a>	Journey Level	\$78.96	<u>15J</u>	<u>11U</u>		<a href="#">View</a>
Snohomish	<a href="#">Ironworkers</a>	Journeyman	\$87.80	<u>15K</u>	<u>11N</u>		<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$62.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Airtrac Drill Operator	\$64.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Ballast Regular Machine	\$62.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Batch Weighman	\$53.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Brick Pavers	\$62.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Brush Cutter	\$62.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Brush Hog Feeder	\$62.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Burner	\$62.68	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Caisson Worker	\$64.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<a href="#">View</a>

Snohomish	<a href="#">Laborers</a>	Carpenter Tender	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Cement Dumper-paving	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Cement Finisher Tender	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Change House Or Dry Shack	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Chipping Gun (30 Lbs. And Over)	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Chipping Gun (Under 30 Lbs.)	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Choker Setter	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Chuck Tender	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Clary Power Spreader	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Clean-up Laborer	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Concrete Dumper/Chute Operator	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Concrete Form Stripper	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Concrete Placement Crew	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Concrete Saw Operator/Core Driller	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Crusher Feeder	\$53.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Curing Laborer	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Ditch Digger	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Diver	\$64.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Drill Operator (Hydraulic, Diamond)	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Dry Stack Walls	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Dump Person	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Epoxy Technician	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Erosion Control Worker	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Fine Graders	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Firewatch	\$53.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Form Setter	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Gabian Basket Builders	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	General Laborer	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$66.10	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Grinders	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Grout Machine Tender	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Groutmen (Pressure) Including Post Tension Beams	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Guardrail Erector	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Hazardous Waste Worker (Level A)	\$64.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Hazardous Waste Worker (Level B)	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Hazardous Waste Worker (Level C)	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Snohomish	<a href="#">Laborers</a>	High Scaler	\$64.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Jackhammer	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Laserbeam Operator	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Maintenance Person	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Manhole Builder-Mudman	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Material Yard Person	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Mold Abatement Worker	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Motorman-Dinky Locomotive	\$66.20	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$66.10	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pavement Breaker	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pilot Car	\$53.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pipe Layer (Lead)	\$66.10	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pipe Layer/Tailor	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pipe Pot Tender	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pipe Reliner	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pipe Wrapper	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Pot Tender	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Powderman	\$64.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Powderman's Helper	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Power Jacks	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Raker - Asphalt	\$66.10	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Re-timberman	\$64.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Remote Equipment Operator	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Rigger/Signal Person	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Rip Rap Person	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Rivet Buster	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Rodder	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Scaffold Erector	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Scale Person	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Sloper (Over 20")	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Sloper Sprayer	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Spreader (Concrete)	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Stake Hopper	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Stock Piler	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Swinging Stage/Boatswain Chair	\$53.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tamper (Multiple & Self-propelled)	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Snohomish	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Topper	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Track Laborer	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Track Liner (Power)	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Traffic Control Laborer	\$57.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Traffic Control Supervisor	\$60.34	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Truck Spotter	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tugger Operator	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$200.40	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$205.43	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$209.11	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$214.81	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$216.93	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$222.03	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$223.93	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$225.93	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$227.93	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$66.20	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Tunnel Work-Miner	\$66.20	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Vibrator	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Vinyl Seamer	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Watchman	\$49.12	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Welder	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Well Point Laborer	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers</a>	Window Washer/Cleaner	\$49.12	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$62.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$63.76	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Landscape Construction</a>	Landscape Construction/Landscaping Or Planting Laborers	\$49.12	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Snohomish	<a href="#">Landscape Construction</a>	Landscape Operator	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Landscape Maintenance</a>	Groundskeeper	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Lathers</a>	Journey Level	\$78.76	<a href="#">15O</a>	<a href="#">11S</a>		<a href="#">View</a>
Snohomish	<a href="#">Marble Setters</a>	Journey Level	\$71.82	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Snohomish	<a href="#">Metal Fabrication (In Shop)</a>	Journey Level	\$37.56	<a href="#">0</a>	<a href="#">11D</a>		<a href="#">View</a>
Snohomish	<a href="#">Millwright</a>	Journey Level	\$80.28	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Snohomish	<a href="#">Modular Buildings</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Painters</a>	Journey Level	\$51.71	<a href="#">6Z</a>	<a href="#">11J</a>		<a href="#">View</a>

Snohomish	<a href="#">Pile Driver</a>	Crew Tender	\$86.81	<a href="#">15J</a>	<a href="#">11U</a>	<a href="#">9L</a>	<a href="#">View</a>
Snohomish	<a href="#">Pile Driver</a>	Journey Level	\$80.50	<a href="#">15J</a>	<a href="#">11U</a>	<a href="#">9L</a>	<a href="#">View</a>
Snohomish	<a href="#">Plasterers</a>	Journey Level	\$73.54	<a href="#">7Q</a>	<a href="#">1R</a>		<a href="#">View</a>
Snohomish	<a href="#">Plasterers</a>	Nozzleman	\$77.54	<a href="#">7Q</a>	<a href="#">1R</a>		<a href="#">View</a>
Snohomish	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$90.87	<a href="#">5A</a>	<a href="#">1G</a>		<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operators	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: concrete	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Boat Operator	\$87.82	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Bobcat	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Brooms	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cableways	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Chipper	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Compressor	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine - Laser Screed	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Conveyors	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes Friction: 200 tons and over	\$90.46	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes, A-frame: 10 tons and under	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes: 20 tons through 44 tons with attachments	\$87.03	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes: 45 tons through 99 tons, under 150' of	\$87.82	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>

		boom(including jib with attachments)					
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$89.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Crusher	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Deck Engineer/Deck Winches (power)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$88.36	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Elevator and man-lift: permanent and shaft type	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Forklift: 3000 lbs and over with attachments	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Forklifts: under 3000 lbs. with attachments	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Gradechecker/Stakeman	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Guardrail Punch	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Locator	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Operator	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks Over 10 Tons	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: 10 tons and under	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Leverman	\$89.27	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$88.36	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Snohomish	<a href="#">Power Equipment Operators</a>	Motor Patrol Graders	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 100 tons and over	\$88.67	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 45 tons through 99 tons	\$87.82	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Power Plant	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Quad 9, Hd 41, D10 And Over	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Quick Tower: no cab, under 100 feet in height base to boom	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman(Certified)	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Rollagon	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Service Engineers: Equipment	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Shotcrete/Gunite Equipment	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Snohomish	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$88.36	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$89.27	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Spreader, Toppers & Screedman	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$89.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Tower crane: up to 175' in height base to boom	\$88.67	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom	\$90.46	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/Driver: 100 tons and over	\$87.03	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Truck crane oiler/driver: under 100 tons	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Welder	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operators	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineer	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator, Concrete	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Boat Operator	\$87.82	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Compressor	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Finish Machine - Laser Screed	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes Friction: 200 tons and over	\$90.46	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, A-frame: 10 tons and under	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 tons through 44 tons with attachments	\$87.03	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$89.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/Deck Winches (power)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$88.36	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator and man-lift: permanent and shaft type	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 lbs and over with attachments	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: under 3000 lbs. with attachments	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Gradechecker/Stakeman	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Guardrail Punch	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Locator	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Operator	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: 10 tons and under	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: over 10 tons	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Leverman	\$89.27	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Locomotives, All	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Material Transfer Device	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$88.36	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor Patrol Graders	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

		Operator					
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 100 tons and over	\$88.67	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 45 tons through 99 tons	\$87.82	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pavement Breaker	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, Hd 41, D10 And Over	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quick Tower: no cab, under 100 feet in height base to boom	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger and Bellman	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger/Signal Person, Bellman(Certified)	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/Gunite Equipment	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$88.36	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$89.27	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane: over 175' through 250' in height, base to boom	\$89.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower crane: up to 175' in height base to boom	\$88.67	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Cranes: over 250' in height from base to boom	\$90.46	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$86.05	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/Driver: 100 tons and over	\$87.03	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck crane oiler/driver: under 100 tons	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$87.49	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$82.29	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$86.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$61.73	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Snohomish	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$58.44	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Snohomish	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$61.73	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Snohomish	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$55.14	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Snohomish	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$41.68	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>

Snohomish	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$90.96	<a href="#">5A</a>	<a href="#">1G</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Brick Mason</a>	Journey Level	\$22.73		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Carpenters</a>	Journey Level	\$78.96	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Cement Masons</a>	Journey Level	\$76.78	<a href="#">15J</a>	<a href="#">4U</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$51.52	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$77.66	<a href="#">5P</a>	<a href="#">1E</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Electricians</a>	Journey Level	\$48.80		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Glaziers</a>	Journey Level	\$27.66		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$27.61		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Laborers</a>	Journey Level	\$28.78		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Marble Setters</a>	Journey Level	\$39.71		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Painters</a>	Journey Level	\$30.44		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$51.38		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$99.92	<a href="#">7F</a>	<a href="#">1E</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Sheet Metal Workers</a>	Journey Level	\$99.92	<a href="#">7F</a>	<a href="#">1E</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$59.52	<a href="#">5A</a>	<a href="#">3J</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$61.85		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Stone Masons</a>	Journey Level	\$39.71		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$16.28		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$27.90		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Residential Tile Setters</a>	Journey Level	\$21.38		<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Roofers</a>	Journey Level	\$64.45	<a href="#">5A</a>	<a href="#">3H</a>	<a href="#">View</a>
Snohomish	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$67.39	<a href="#">5A</a>	<a href="#">3H</a>	<a href="#">View</a>
Snohomish	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$99.92	<a href="#">7F</a>	<a href="#">1E</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Boilermaker	\$58.73	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Carpenter	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Crane Operator	\$43.00	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Electrician	\$58.77	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Heat & Frost Insulator	\$91.81	<a href="#">15H</a>	<a href="#">11C</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Laborer	\$58.41	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Machinist	\$58.59	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Operating Engineer	\$43.00	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Painter	\$58.53	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Pipefitter	\$58.77	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Rigger	\$58.73	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Sheet Metal	\$58.49	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Shipwright	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>

Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Warehouse/Teamster	\$43.00	<a href="#">7V</a>	<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Welder / Burner	\$58.73	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Boilermaker	\$58.73	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Carpenter	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Crane Operator	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Electrician	\$58.77	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Heat & Frost Insulator	\$91.81	<a href="#">15H</a>	<a href="#">11C</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Laborer	\$58.41	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Machinist	\$58.59	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Operating Engineer	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Painter	\$58.53	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Pipefitter	\$58.77	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Rigger	\$58.73	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Sheet Metal	\$58.49	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Shipwright	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Snohomish	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Warehouse / Teamster	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Snohomish	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Sign Installer	\$26.56		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Sign Maker	\$20.50		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Sign Installer	\$22.56		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Sign Maker	\$20.50		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Soft Floor Layers</a>	Journey Level	\$78.98	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Snohomish	<a href="#">Solar Controls For Windows</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$96.99	<a href="#">5C</a>	<a href="#">1X</a>		<a href="#">View</a>
Snohomish	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Stone Masons</a>	Journey Level	\$71.82	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Snohomish	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$86.36	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Surveyors</a>	Chainman	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Surveyors</a>	Construction Site Surveyor	\$87.82	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Surveyors</a>	Drone Operator (when used in conjunction with survey work only)	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Surveyors</a>	Ground Penetrating Radar Operator	\$82.59	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Snohomish	<a href="#">Telecommunication Technicians</a>	Telecom Technician Journey Level	\$53.94	<a href="#">5B</a>	<a href="#">1B</a>		<a href="#">View</a>
Snohomish	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$41.35	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>

Snohomish	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$27.31	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Snohomish	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$34.53	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Snohomish	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$39.07	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Snohomish	<a href="#">Terrazzo Workers</a>	Journey Level	\$67.51	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Snohomish	<a href="#">Tile Setters</a>	Journey Level	\$65.51	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Snohomish	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$56.34	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Snohomish	<a href="#">Traffic Control Stripers</a>	Journey Level	\$92.44	<a href="#">15L</a>	<a href="#">1K</a>		<a href="#">View</a>
Snohomish	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards	\$79.40	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Snohomish	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards	\$78.56	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Snohomish	<a href="#">Truck Drivers</a>	Dump Truck	\$78.56	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Snohomish	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$79.40	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Snohomish	<a href="#">Truck Drivers</a>	Other Trucks	\$79.40	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Snohomish	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mix	\$79.40	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Snohomish	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$17.05		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Snohomish	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$19.01		<a href="#">1</a>		<a href="#">View</a>

**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		<b>X</b>
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		<b>X</b>
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.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
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.		<b>X</b>
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.		<b>X</b>

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.		<b>X</b>
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).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
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.	<b>X</b>	
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).		<b>X</b>
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..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
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		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
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.		<b>X</b>
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.	<b>X</b>	
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	<b>X</b>	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

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.	<b>X</b>	
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.	<b>X</b>	
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.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

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. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	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		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

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

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.]

*This page intentionally left blank*

## **APPENDIX B**

### **FEDERAL PREVAILING WAGES**

*This page intentionally left blank*

"General Decision Number: WA20240001 05/24/2024  
 Superseded General Decision Number: WA20230001  
 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)(1).

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:             	. Executive Order 14026   generally applies to the   contract.   . The contractor must pay   all covered workers at   least \$17.20 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 2024. 
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:             	. Executive Order 13658   generally applies to the   contract.   . The contractor must pay all   covered workers at least   \$12.90 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 2024. 

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2024
3	03/08/2024
<b>4</b>	<b>05/24/2024</b>

CARP0003-006 06/01/2021

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 WAHКИAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIERS.....	\$ 44.97	16.87

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 06/01/2021

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.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 49.58	19.01

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

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

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

## Zone Pay:

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

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

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

## Zone Pay:

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

-----  
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 &amp; 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 06/01/2021

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

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

-----  
ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 76.99	28.60
ELECTRICIAN.....	\$ 69.99	28.39

-----

\* ELEC0048-003 01/01/2024

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 60.50	28.64

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 01/01/2024

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 60.50	28.64

-----  
ELEC0073-001 08/01/2023

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	16.03

-----  
ELEC0076-002 02/02/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 64.38	25.64
ELECTRICIAN.....	\$ 58.53	25.47

-----  
ELEC0112-005 06/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

-----  
 ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

-----

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 06/01/2023

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.....	\$ 54.93	25.57
Group 1AA.....	\$ 55.75	25.57
Group 1AAA.....	\$ 56.54	25.57
Group 1.....	\$ 54.13	25.57
Group 2.....	\$ 53.42	25.57
Group 3.....	\$ 52.83	25.57
Group 4.....	\$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

#### HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

-----  
ENGI0370-002 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 (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

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

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

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

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

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

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

NOTE:

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

HAZMAT:

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

-----  
 ENGI0612-001 06/01/2023

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.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-----  
 ENGI0612-012 06/01/2023

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.....	\$ 54.85	25.07
GROUP 1AA.....	\$ 55.67	25.07
GROUP 1AAA.....	\$ 56.45	25.07
GROUP 1.....	\$ 54.05	25.07
GROUP 2.....	\$ 53.36	25.07
GROUP 3.....	\$ 52.75	25.07
GROUP 4.....	\$ 49.36	25.07

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 01/01/2022

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

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

##### Group 1A

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

## Group 1B

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

## Group 2

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

## Group 3

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

## Group 4

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

## Group 5

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

## Group 6

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

IRON0014-005 01/02/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0029-002 01/02/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0086-004 01/02/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 50.90	32.57

\* LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1.....	\$ 30.88	15.70
GROUP 2.....	\$ 33.72	15.70
GROUP 3.....	\$ 34.03	15.70
GROUP 4.....	\$ 34.33	15.70
GROUP 5.....	\$ 34.64	15.70
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60
GROUP 5.....	\$ 37.64	15.60

#### 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 Buckler and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

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

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

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

-----  
LABO0238-006 06/01/2023

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.....	\$ 34.97	15.70

-----

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

## LABORERS CLASSIFICATIONS

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

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

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

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

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

Group 6: Miner

-----

LABO0252-010 06/01/2022

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

#### LABORERS CLASSIFICATIONS

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

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

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

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

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

-----

LABO0292-008 06/01/2022

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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 06/01/2022

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

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

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

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

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

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

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

#### LABORERS CLASSIFICATIONS

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

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

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunitite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power 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 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

-----

LABO0348-003 06/01/2022

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
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 07/01/2022

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

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

-----  
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 04/01/2024

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 37.69	14.92
Spray and Sandblasting.....	\$ 37.69	14.92

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

\* PAIN0055-006 04/01/2024

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 37.69	14.92

PLAS0072-004 06/01/2023

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.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

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 06/01/2023

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

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 52.60	20.27

-----  
PLAS0555-002 06/01/2023

CLARK, KICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

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

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

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

TEAM0037-002 06/01/2020

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

---

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.

### State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

### 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 DECISION"

*This page intentionally left blank*

## **APPENDIX C**

**PUGET SOUND CLEAN AIR AGENCY – EXCERPTS OF AIR QUALITY RULES**

*This page intentionally left blank*

## **ARTICLE 9: EMISSION STANDARDS**

### **SECTION 9.03 EMISSION OF AIR CONTAMINANT: VISUAL STANDARD**

Adopted 03/13/68 (12) Revised 07/08/70 (126), 04/11/73 (186), 06/09/88 (621) 05/11/89 (643), 09/08/94 (798), 04/09/98 (865), 03/11/99 (881), 03/25/04 (1024)

- (a) It shall be unlawful for any person to cause or allow the emission of any air contaminant for a period or periods aggregating more than 3 minutes in any 1 hour, which is:
  - (1) Darker in shade than that designated as No. 1 (20% density) on the Ringelmann Chart, as published by the United States Bureau of Mines;  
or
  - (2) Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in Section 9.03(a)(1).
- (b) The density or opacity of an air contaminant shall be measured at the point of its emission, except when the point of emission cannot be readily observed, it may be measured at an observable point of the plume nearest the point of emission.
- (c) This section shall not apply when the presence of uncombined water is the only reason for the failure of the emission to meet the requirements of this section.
- (d) This section shall not apply to solid fuel burning devices, permitted fire training facilities, permitted obscurant usage during military training operations, outdoor fires, motor vehicles when operated on public roads, aircraft, or equipment subject to Section 9.04 of this regulation.
- (e) This section shall not apply to equipment with an alternate opacity standard issued under Section 3.03 or Article 6 of this regulation that is based upon a correlation with the particulate concentration and that accurately indicates a violation of the applicable particulate emission standards in Section 9.09 of this regulation.

### **SECTION 9.04 OPACITY STANDARDS FOR EQUIPMENT WITH CONTINUOUS OPACITY MONITORING SYSTEMS**

Adopted 04/09/98 (865)

Revised 03/25/04 (1024)

- (a) Applicability. This section shall apply to all equipment required to be equipped with a continuous emission monitoring system for opacity.
- (b) It shall be unlawful for any person to cause or allow the operation of any of the following equipment unless equipped with a continuous emission monitoring system for opacity:
  - (1) Cement kilns;
  - (2) Clinker coolers;
  - (3) Glass furnaces, rated at greater than 1 ton per hour, that burn fuel;
  - (4) Fuel burning equipment, rated at 100 million Btu per hour or greater, that burns wood, coal, or residual oil; and
  - (5) Refuse burning equipment rated at greater than 12 tons per day.
- (c) It shall be unlawful for any person to cause or allow the emission of any air contaminant from any equipment subject to this section during any hour that:
  - (1) Averages greater than 5% opacity; or

- (2) Contains any consecutive 6-minute period averaging greater than 20% opacity.
- (d) Section 9.04(c)(1) shall not apply to:
  - (1) Glass furnaces that are tested annually for compliance with the applicable particulate emission standard in Section 9.09 of this regulation; or
  - (2) Equipment with an alternate opacity standard issued under Section 3.03 or Article 6 of this regulation that is based upon a correlation with the particulate concentration and that accurately indicates a violation of the applicable particulate emission standards in Section 9.09 of this regulation.
- (e) This section shall not apply to sources controlled by a venturi scrubber, provided that:
  - (1) The source is tested annually for compliance with the applicable particulate emission standard in Section 9.09 of this regulation;
  - (2) The pressure drop across the scrubber is continuously monitored and recorded; and
  - (3) The scrubbing liquid flow rate and temperature are continuously monitored and recorded.
- (f) This section shall not apply to fuel burning equipment that burns residual oil less than 31 days per year, provided that the source implements an alternate opacity monitoring plan issued under Section 3.03 or Article 6 of this regulation.

## **SECTION 9.05 REFUSE BURNING** Adopted 03/13/68 (12)

Revised 06/09/88 (621), 12/09/93 (769)

- (a) It shall be unlawful for any person to cause or allow the burning of combustible refuse except in a multiple chamber incinerator provided with control equipment.
- (b) It shall be unlawful for any person to cause or allow the operation of refuse burning equipment any time other than daylight hours.

## **SECTION 9.07 SULFUR DIOXIDE EMISSION STANDARD** Adopted 03/13/68 (12)

Revised 07/08/70 (126), 02/21/74 (230), 02/13/86 (597), 06/09/88 (621), 04/14/94 (784)

It shall be unlawful for any person to cause or allow the emission of sulfur dioxide from any source in excess of 1,000 parts per million by volume on a dry basis, 1-hour average (corrected to 7% oxygen for fuel burning equipment and refuse burning equipment).

**SECTION 9.08 FUEL OIL STANDARDS** Adopted 06/13/85 (579)  
Revised 02/13/86 (597), 04/14/94 (784), 03/25/04 (1024)

- (a) It shall be unlawful for any person to cause or allow the combustion of oil in fuel burning equipment or refuse burning equipment that exceeds any of the following limits unless that person has obtained an Order of Approval from the Agency in accordance with Article 6 of this regulation:

Ash.....	0.1% (maximum)
Sulfur .....	1.0% (maximum for used oil)
Sulfur .....	2.00% (maximum for fuel oil)
Lead .....	100 ppm (maximum)
Arsenic .....	5 ppm (maximum)
Cadmium .....	2 ppm (maximum)
Chromium .....	10 ppm (maximum)
Total Halogens.....	1,000 ppm (maximum)
Polychlorinated Biphenyls (PCBs).....	2 ppm (maximum)
Flash Point .....	100°F (minimum)

- (b) It shall be unlawful for any person to sell or make available for sale any oil in excess of the limits of this section to any person who has not obtained an Order of Approval from the Agency in accordance with Article 6 of this regulation. Any person who sells or makes available for sale such oil shall submit a report to the Agency within 15 days of the end of the month that includes the name and address of the recipient, the amount of oil delivered, and the concentration of contaminants therein.
- (c) The provisions of this section shall not apply to:
- (1) Ocean-going vessels;
  - (2) Used oil burned in space heaters that have a maximum heat output of not greater than 0.5 million Btu per hour; and
  - (3) Persons in the business of collecting used oil from residences when under commission authorization by a city, county, or the utilities and transportation

## SECTION 9.09 PARTICULATE MATTER EMISSION STANDARDS

Adopted 03/13/68 (12) Revised 07/08/70 (126), 11/10/71 (135), 10/10/73 (214), 02/13/86 (597), 06/09/88 (621), 05/11/89 (643), 02/10/94 (777), 04/09/98 (865)

It shall be unlawful for any person to cause or allow the emission of particulate matter in excess of the following concentrations:

### Refuse Burning Equipment:

1. Rated at 12 tons per day or less without heat recovery and without hydrochloric acid control equipment ..... 0.10 gr/dscf @ 7% O<sub>2</sub>
2. Rated at 12 tons per day or less without heat recovery and with hydrochloric acid control equipment ..... 0.05 gr/dscf @ 7% O<sub>2</sub>
3. Rated at 12 tons per day or less with heat recovery .... 0.02 gr/dscf @ 7% O<sub>2</sub>
4. Rated at greater than 12 tons per day .....0.01 gr/dscf @ 7% O<sub>2</sub>

### Fuel Burning Equipment:

1. Burning wood .....0.20 gr/dscf @ 7% O<sub>2</sub>
2. Burning wood and installed after March 13, 1968 or located within the urbanized area ..... 0.10 gr/dscf @ 7% O<sub>2</sub>
3. Burning wood, rated at 100 million Btu per hour or greater, and located within the urbanized area ..... 0.04 gr/dscf @ 7% O<sub>2</sub>
4. Burning wood and installed after March 1, 1986 ..... 0.02 gr/dscf @ 7% O<sub>2</sub>
5. Burning fuel other than wood .....0.05 gr/dscf @ 7% O<sub>2</sub>
6. Burning coal or other solid fossil fuel and installed after March 1, 1986 ..... 0.01 gr/dscf @ 7% O<sub>2</sub>

**Equipment Used in a Manufacturing Process:** .....0.05 gr/dscf

## SECTION 9.10 EMISSION OF HYDROCHLORIC ACID

Adopted 06/09/88 (621)

- (a) It shall be unlawful for any person to cause or allow the emission of hydrochloric acid from any equipment in excess of 100 ppm on a dry basis, 1-hour average corrected to 7% oxygen for combustion sources.
- (b) It shall be unlawful for any person to cause or allow the emission of hydrochloric acid from any refuse burning equipment rated at greater than 12 tons per day in excess of 30 ppm on a dry basis, 1-hour average corrected to 7% oxygen.

## SECTION 9.11 EMISSION OF AIR CONTAMINANT: DETRIMENT TO PERSON OR PROPERTY

Adopted 03/13/68 (12) Revised 06/09/83 (536), 03/11/99 (882)

- (a) It shall be unlawful for any person to cause or allow the emission of any air contaminant in sufficient quantities and of such characteristics and duration as is, or is likely to be, injurious to human health, plant or animal life, or property, or which unreasonably interferes with enjoyment of life and property.
- (b) With respect to odor, the Agency may take enforcement action under this section if the Control Officer or a duly authorized representative has documented all of the following:
  - (1) The detection by the Control Officer or a duly authorized representative of an odor at a level 2 or greater, according to the following odor scale:
    - level 0 – no odor detected;
    - level 1 – odor barely detected;
    - level 2 – odor is distinct and definite, any unpleasant characteristics recognizable;
    - level 3 – odor is objectionable enough or strong enough to cause attempts at avoidance; and
    - level 4 – odor is so strong that a person does not want to remain present;
  - (2) An affidavit from a person making a complaint that demonstrates that they have experienced air contaminant emissions in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with their enjoyment of life and property; and
  - (3) The source of the odor.
- (c) Nothing in this Regulation shall be construed to impair any cause of action or legal remedy of any person, or the public for injury or damages arising from the emission of any air contaminant in such place, manner or concentration as to constitute air pollution or a common law nuisance.

### **SECTION 9.13 EMISSION OF AIR CONTAMINANT: CONCEALMENT AND MASKING RESTRICTED**

Adopted 03/13/68 (12) Revised 06/09/88 (621)

- (a) It shall be unlawful for any person to cause or allow the installation or use of any device or use of any means which, without resulting in a reduction in the total amount of air contaminant emitted, conceals an emission of air contaminant which would otherwise violate this article.
- (b) It shall be unlawful for any person to cause or allow the installation or use of any device or use of any means designed to mask the emission of an air contaminant which causes detriment to health, safety or welfare of any person.

### **SECTION 9.15 FUGITIVE DUST CONTROL MEASURES**

Adopted 03/13/68 (12) Revised 06/09/83 (536), 06/09/88 (621), 08/10/89 (644), 03/11/99 (882)

- (a) It shall be unlawful for any person to cause or allow visible emissions of fugitive dust unless reasonable precautions are employed to minimize the emissions. Reasonable precautions include, but are not limited to, the following:
  - (1) The use of control equipment, enclosures, and wet (or chemical) suppression techniques, as practical, and curtailment during high winds;

- (2) Surfacing roadways and parking areas with asphalt, concrete, or gravel;
  - (3) Treating temporary, low-traffic areas (e.g., construction sites) with water or chemical stabilizers, reducing vehicle speeds, constructing pavement or rip rap exit aprons, and cleaning vehicle undercarriages before they exit to prevent the track-out of mud or dirt onto paved public roadways;  
or
  - (4) Covering or wetting truck loads or allowing adequate freeboard to prevent the escape of dust-bearing materials.
- (b) Compliance with the provisions of this section shall not relieve any person from the responsibility to comply with Section 9.11 of this regulation.

## **SECTION 9.16 SPRAY-COATING OPERATIONS** Adopted 06/13/91 (700)

Revised 07/08/99 (886), 07/12/01 (944)

- (a) Applicability. This section applies to spray-coating operations at facilities subject to Article 5 (Registration) or Article 7 (Operating Permits) of this regulation, where a coating that protects or beautifies a surface is applied with spray-coating equipment.
- (b) Exemptions. The following activities are exempt from the provisions of Sections 9.16(c) and (d) of this regulation. Persons claiming any of the following spray-coating exemptions shall have the burden of demonstrating compliance with the claimed exemption.
  - (1) Application of architectural or maintenance coatings to stationary structures (e.g., bridges, water towers, buildings, stationary machinery, or similar structures);
  - (2) Aerospace coating operations subject to 40 CFR Part 63, Subpart GG. This includes all activities and materials listed in 40 CFR 63.741(f);
  - (3) Use of high-volume, low-pressure (HVLP) spray guns when:
    - (A) spray-coating operations do not involve motor vehicles or motor vehicle components;
    - (B) the gun cup capacity is 8 fluid ounces or less;
    - (C) the spray gun is used to spray-coat less than 9 square feet per day per facility;
    - (D) coatings are purchased in containers of 1 quart or less; and
    - (E) spray-coating is allowed by fire department, fire marshal, or other government agency requirements.
  - (4) Use of air-brush spray equipment with 0.5 to 2.0 CFM airflow and a maximum cup capacity of 2 fluid ounces;
  - (5) Use of hand-held aerosol spray cans with a capacity of 1 quart or less; or
  - (6) Indoor application of automotive undercoating materials using organic solvents having a flash point in excess of 100°F.
- (c) General Requirements for Indoor Spray-Coating Operations. It shall be unlawful for any person subject to the provisions of this section to cause or allow spray-coating inside a structure, or spray-coating of any motor vehicles or motor vehicle components, unless the spray-coating is conducted inside an enclosed spray area. The enclosed spray area shall employ either properly seated paint arresters, or water-wash curtains with a continuous water curtain to control the overspray. All emissions from the spray-coating operation shall be vented to the atmosphere through an unobstructed vertical exhaust vent.
- (d) General Requirements for Outdoor Spray-Coating Operations. It shall be unlawful for any person subject to the provisions of this section to cause or allow spray-coating outside an enclosed structure unless reasonable precautions are employed to minimize the

overspray. Reasonable precautions include, but are not limited to the use of:

- (1) Enclosures and curtailment during high winds; and
  - (2) High-volume low-pressure (HVLP), low-volume low-pressure (LVLP), electrostatic, or air-assisted airless spray equipment. Airless spray equipment may be used where low viscosity and high solid coatings preclude the use of higher-transfer efficiency spray equipment.
- (e) Compliance with Other Regulations. Compliance with this regulation does not exempt any person from compliance with Regulation I, Section 9.11 and all other applicable regulations including those of other agencies.

## **SECTION 9.20 MAINTENANCE OF EQUIPMENT** Adopted 12/09/82 (531)

Revised 06/09/88 (621)

- (a) It shall be unlawful for any person to cause or allow the operation of any features, machines or devices constituting parts of or called for by plans, specifications, or other information submitted pursuant to Article 6 of Regulation I unless such features, machines or devices are maintained in good working order.
- (b) It shall be unlawful for any person to cause or allow the operation of any equipment as defined in Section 1.07 or control equipment not subject to Section 9.20(a) unless the equipment or control equipment is maintained in good working order.

*This page intentionally left blank*

## **APPENDIX D**

FEDERAL-AID CONSTRUCTION  
REQUIRED CONTRACT PROVISIONS (FHWA-1273, 10/23/23)

*This page intentionally left blank*

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### 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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **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. 2 CFR 180.220 and 1200.220.

### **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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\*\*\*\*\*

## **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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

## **3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **APPENDIX E**

**SAMPLE CHANGE ORDER FORMS;  
AGREED AND UNILATERAL**

*This page intentionally left blank*



Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

## CITY OF EVERETT Change Order

*Project Title*

*Department*

*Work Order No.*

*Contractor:*

*Contract Award Date:*

*City Staff Contact:*

*Change Order No.*

*Change Order  
Effective Date*

### CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$	\$	\$	\$
+ WSST	\$	\$	\$	\$
Total	\$	\$	\$	\$

### CONTRACT TIME

Original Contract Time	Working Days <input type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	
Cumulative adjustment to time by <i>prior</i> Change Orders	
Adjustment to time by <i>this</i> Change Order	
New Contract Time ( <i>including</i> this Change Order)	

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

**Contractor and City agree as follows:**

- 1. The scope of Work shall be changed to the extent described in Exhibit A.**
- 2. The amount of this Change Order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The Contract Sum shall be adjusted as described in this Change Order.**
- 3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, as applicable to the Work, has been considered.**
- 4. The Contract Time of the Contract shall be adjusted to the extent described in this Change Order.**
- 5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**
- 6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**
- 7. Signature(s) on this Change Order may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature. This Change Order may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.**

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

CITY			
     _____ Mayor Date: _____		Attest:     _____ City Clerk Date: _____	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
Recommended By:			
Construction Manager (if applicable)	Project Manager (if applicable)	Engineering Manager (if applicable)	Department Director
     _____ Date: _____	     _____ Date: _____	     _____ Date: _____	     _____ Date: _____
CONTRACTOR			
     By _____ Officer			
Date: _____			

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

## **Exhibit A—Description of Changed Work**



Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

## CITY OF EVERETT Unilateral Change Order

*Project Title*

*Department*

*Work Order No.*

*Contractor:*

*Contract Award Date:*

*City Staff Contact:*

*Change Order No.*

*Change Order  
Effective Date*

### CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$	\$	\$	\$
+ WSST	\$	\$	\$	\$
Total	\$	\$	\$	\$

### CONTRACT TIME

Original Contract Time	Working Days <input type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	
Cumulative adjustment to time by <i>prior</i> Change Orders	
Adjustment to time by <i>this</i> Change Order	
New Contract Time ( <i>including</i> this Change Order)	

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

**As allowed by the contract, the City directs the Contractor as follows:**

- 1. The Scope of Work shall be changed to the extent described in Exhibit A.**
- 2. The Contract Sum shall be adjusted as described in this Change Order.**
- 3. The duration of the Contract, and contractually scheduled completion date, shall be adjusted to the extent described in this Change Order.**
- 4. Unless the Contractor timely and properly follows the procedures in the Contract Documents for seeking further equitable adjustment of time and compensation, including, but not limited to, delays, impacts, inefficiencies, overhead, and direct and indirect costs, and except as otherwise expressly provided herein, the Contractor will be barred from (a) asserting any claim for further adjustment of time and compensation arising out of, or relating to, the charges described in this Change Order or work described in Exhibit A and (b) asserting an equitable adjustment of time or price arising earlier than the date of this Change Order. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice.**
- 5. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

CITY			
      _____ Mayor Date: _____		Attest:      _____ City Clerk Date: _____	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
<b>Recommended By:</b>			
Construction Manager (if applicable)	Project Manager (if applicable)	Engineering Manager (if applicable)	Department Director
_____ Date: _____	_____ Date: _____	_____ Date: _____	_____ Date: _____

Change Order No. \_\_\_\_\_

Change Order Effective Date: \_\_\_\_\_

## **Exhibit A—Description of Changed Work**

# CITY OF EVERETT, WASHINGTON PUBLIC WORKS DEPARTMENT

## ADDENDUM NO. #1 FULTON STREET PEDESTRIAN BICYCLE CORRIDOR

WORK ORDER #3785  
FEDERAL AID# TAP-0420(026)

September 24, 2024

### Notice to Plan Holders:

This Addendum No. 1 contains the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the plans and specifications (Contract Documents) for the above named project, and shall be taken into consideration by Bidders in submitting their bids.

Bidders shall acknowledge receipt of this Addendum No. 1 in the space provided on the Proposal. Failure to do so may subject the Bidder to disqualification of its bid.

This Addendum 1 consists of 168 pages, including all revisions, attachments and details.

**The Bid date for receipt of Bids has NOT been changed by this Addendum.**

### SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS

#### Item 1 - Specifications

Replace Special Provisions with Addendum 1 Special Provisions

The following are specification changes in Addendum 1

Added
1-02.6 OPT3 (September 3, 2024)
1-02.6.OPT7.GR1 (September 3, 2024)
1-02.13 Irregular Proposals (September 3, 2024 APWA GSP)

Deleted
<del>1-02.6.OPT3.NEW.GR1</del> <del>(November 20, 2023)</del>
<del>1-02.13 Irregular Proposals</del> <del>(January 4, 2024 APWA GSP)</del>

**1-07.11 Requirements for Nondiscrimination**  
(September 3, 2024, APWA GSP Option B)

**1-08.1(9).OptionA.RTF**  
(September 3, 2024 APWA GSP, Option A)

~~1-07.11 Requirements for  
Nondiscrimination  
(October 1, 2020 APWA GSP, Option B)~~

**Item 2 PROPOSAL, BID ITEMS**

Replace Bid Schedule with Addendum 1 Bid Schedule.

**Item 3 APPENDIX B – FEDERAL PREVAILING WAGES**

Replace Appendix B Federal Wage Rates Modification 4 with Appendix B Addendum 1 Federal Wage Rates Modification 5.

**Item 4 ANSWERS TO QUESTIONS SUBMITTED FOR CLARIFICATION**

1. Items 17, 29, 31, and 32 are non-force account work items, and therefore should be the Bidder's responsibility to provide unit prices. We request removal of the fixed unit prices provided in the Bid Table. **Unit Cost Removed**
2. Item 41, Work Zone Safety Contingency – There appears to be a mathematical error in the bid item Total calculation based on the Unit Price listed. **Error corrected.**
3. Item 43, Record Drawings – We understand there is a minimum bid of \$2,000 for this item. However, in order for the Bidder to provide a final unit price amount, we request removal of the fixed unit price provided in the Bid Table. **Fixed Unit Cost removed.**
4. How long the Prime Contractor will need keep up on warranty/maintenance after the project is completed? **Warranty/maintenance period 1 year unless otherwise stated.**

Sincerely,



**Laura Claywell**

Capital Projects Coordinator | Public Works

[lclaywell@everettwa.gov](mailto:lclaywell@everettwa.gov) 425.257.8909 | 3200 Cedar St, Everett, WA 98201

Attachments:

Addendum 1 Bid Schedule

Addendum 1 Special Provisions

Appendix B Addendum 1 Federal Wage Rates

**Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.**

## BID SCHEDULES, FULTON STREET PEDESTRIAN BICYCLE CORRIDOR WO# 3785

**BIDDER:** \_\_\_\_\_

Item No.	Item Description	Unit	Bid Qty	Unit Cost	Total
1	Mobilization 10%	L.S.	1.0	\$ _____	\$ _____
2	REMOVING PLASTIC LINE	LF	1201	\$ _____	\$ _____
3	REMOVING PLASTIC TRAFFIC MARKING	EA	3	\$ _____	\$ _____
4	REMOVING PLASTIC CROSSWALK LINE	SF	720	\$ _____	\$ _____
5	ROADWAY EXCAVATION, INCL. HAUL	CY	72	\$ _____	\$ _____
6	CRUSH SURFACING BASE COURSE	TON	177	\$ _____	\$ _____
7	GRAVEL BORROW INCL HAUL	TON	19	\$ _____	\$ _____
8	REPLACE CEMENT CONCRETE PANEL	SY	353	\$ _____	\$ _____
9	SAWCUT CONCRETE	LF	35	\$ _____	\$ _____
10	SAWCUT ASPHALT	LF	473	\$ _____	\$ _____
11	Planing Bituminous Pavement	SY	1,299	\$ _____	\$ _____
12	HMA Class 1/2 inch, PG 64-22	TON	135	\$ _____	\$ _____
13	INLET PROTECTION	EA	4	\$ _____	\$ _____
14	TOPSOIL TYPE A	SY	64	\$ _____	\$ _____
15	SOD INSTALLATION	SY	64	\$ _____	\$ _____
16	STREET CLEANING	HR	140	\$ _____	\$ _____
17	SPCC PLAN	LS	1	\$ _____	\$ _____
18	CEMENT CONC. TRAFFIC CURB Type E-1	LF	450	\$ _____	\$ _____
19	PLASTIC LINE	LF	520	\$ _____	\$ _____
20	WIDE LINE	LF	1,934	\$ _____	\$ _____
21	24" PLASTIC CROSSWALK LINE	SF	720	\$ _____	\$ _____
22	24" PLASTIC STOP LINE	LF	92	\$ _____	\$ _____
23	PLASTIC TRAFFIC SHARO STRAIGHT	EA	2	\$ _____	\$ _____
24	PLASTIC BICYCLE LANE SYMBOL	EA	10	\$ _____	\$ _____
25	PLASTIC BICYCLE LANE SYMBOL (STRAIGHT)	EA	1	\$ _____	\$ _____
26	PLASTIC BICYCLE DETECTOR SYMBOL	EA	3	\$ _____	\$ _____
27	PLASTIC BICYCLE LANE LEFT/RIGHT TURN ARROW (WHITE)	EA	1	\$ _____	\$ _____
28	PLASTIC BIKE LANE EXTENTION LINE (GREEN AND WHITE)	SF	216	\$ _____	\$ _____
29	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ _____	\$ _____
30	TRAFFIC SIGNAL SYSTEM VIDEO	EA	3	\$ _____	\$ _____
31	PERMANENT SIGNING	LS	1	\$ _____	\$ _____
32	ADA FEATURES SURVEYING	LS	1	\$ _____	\$ _____
33	ADJUST VALVE BOX TO GRADE	EA	2	\$ _____	\$ _____

34	ADJUST JUNCTION BOX TO GRADE	EA	1	\$_____.	\$_____.
35	CEMENT CONCRETE CURB RAMP TYPE PARALLEL	EA	1	\$_____.	\$_____.
36	Temporary ACP Ramp	SY	24	\$_____.	\$_____.
37	CEMENT CONCRETE SIDEWALK	SY	255	\$_____.	\$_____.
38	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	SY	264	\$_____.	\$_____.
39	Mailbox SUPPORT TYPE	EA	1	\$_____.	\$_____.
40	Minor Change	CALC	1	\$ 25,000.	\$ 25,000.00
41	WORK ZONE SAFETY CONTINGENCY	EST	1,350	1.00	\$ 1,350.00
42	UNIFORM POLICE OFFICER	HOURL	32	\$_____.	\$_____.
43	RECORD DRAWINGS (MINIMUM BID \$2,000)	LS	1	\$_____.	\$_____.
				<b>TOTAL</b>	\$_____.

3  
4  
5  
6 *(January 4, 2024 APWA GSP, Option A)*

7  
8 The work on this project shall be accomplished in accordance with the *Standard Specifications*  
9 *for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State  
10 Department of Transportation (WSDOT) and the American Public Works Association (APWA),  
11 Washington State Chapter (hereafter "Standard Specifications"). The Standard  
12 Specifications, as modified or supplemented by these Special Provisions, all of which are  
13 made a part of the Contract Documents, shall govern all of the Work.

14  
15 These Special Provisions are made up of both General Special Provisions (GSPs) from  
16 various sources, which may have project-specific fill-ins; and project-specific Special  
17 Provisions. Each Provision either supplements, modifies, or replaces the comparable  
18 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition  
19 to any subsection or portion of the Standard Specifications is meant to pertain only to that  
20 particular portion of the section, and in no way should it be interpreted that the balance of the  
21 section does not apply.

22  
23 The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and  
24 its source. For example:

25  
26 *(March 8, 2013 APWA GSP)*

27 *(April 1, 2013 WSDOT GSP)*

28 *(May 1, 2013 City of Everett COE GSP) Agency Special Provision*

29  
30  
31 *Project specific special provisions are labeled without a date as such:*

32 *(\*\*\*\*\*)*

33  
34 Also incorporated into the Contract Documents by reference are:

- 35 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted
- 36 edition, with Washington State modifications, if any
- 37 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual
- 38 M21-01, current edition
- 39 • *Design and Construction Standards & Specifications for Development*, City of Everett,
- 40 current edition

41  
42 Contractor shall obtain copies of these publications, at Contractor's own expense.

43  
44 DIVISION1.GR1

## 45 **Division 1**

### 46 **General Requirements**

47  
48 DESWORK.GR1

## 49 **DESCRIPTION OF WORK**

1 FDESWORK1  
2 (March 13, 1995)  
3 This Contract provides for the improvement of \*\*\*The construction of up to 130 tons of Hot Mix  
4 Asphalt, Class ½-inch, PG 64-22, two inches (2") thick, on Fulton Street from Hewitt Ave to  
5 California , including grinding, sidewalk construction, driveway ramps, Concrete panel  
6 replacement for up to 410 SY from Pacific to Hewitt, signing, bike lanes, utility adjustments,  
7 valve box, J-box, striping, video traffic detection, \*\*\* and other work, all in accordance with  
8 the attached Contract Plans, these Contract Provisions, and the Standard Specifications.  
9  
10 **1-01.3.RTF**  
11 **1-01.3 Definitions**  
12 *(January 19, 2022 APWA GSP)*  
13  
14 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace  
15 them with the following:  
16  
17 **Dates**  
18 ***Bid Opening Date***  
19 The date on which the Contracting Agency publicly opens and reads the Bids.  
20 ***Award Date***  
21 The date of the formal decision of the Contracting Agency to accept the lowest  
22 responsible and responsive Bidder for the Work.  
23 ***Contract Execution Date***  
24 The date the Contracting Agency officially binds the Agency to the Contract.  
25 ***Notice to Proceed Date***  
26 The date stated in the Notice to Proceed on which the Contract time begins.  
27 ***Substantial Completion Date***  
28 The day the Engineer determines the Contracting Agency has full and unrestricted  
29 use and benefit of the facilities, both from the operational and safety standpoint, any  
30 remaining traffic disruptions will be rare and brief, and only minor incidental work,  
31 replacement of temporary substitute facilities, plant establishment periods, or  
32 correction or repair remains for the Physical Completion of the total Contract.  
33 ***Physical Completion Date***  
34 The day all of the Work is physically completed on the project. All documentation  
35 required by the Contract and required by law does not necessarily need to be  
36 furnished by the Contractor by this date.  
37 ***Completion Date***  
38 The day all the Work specified in the Contract is completed and all the obligations of  
39 the Contractor under the contract are fulfilled by the Contractor. All documentation  
40 required by the Contract and required by law must be furnished by the Contractor  
41 before establishment of this date.  
42 ***Final Acceptance Date***  
43 The date on which the Contracting Agency accepts the Work as complete.  
44  
45 Supplement this Section with the following:  
46  
47 All references in the Standard Specifications or WSDOT General Special Provisions, to  
48 the terms "Department of Transportation", "Washington State Transportation  
49 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",  
50 and "State Treasurer" shall be revised to read "Contracting Agency".

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

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

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

#### **Additive**

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

#### **Alternate**

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

#### **Business Day**

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

#### **Contract Bond**

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

#### **Contract Documents**

See definition for "Contract".

#### **Contract Time**

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

#### **Notice of Award**

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

#### **Notice to Proceed**

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

#### **Traffic**

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

**1-02.1.RTF**  
**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**  
*(January 24, 2011 APWA GSP)*

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

**COE 1-02.2.RTF**

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

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	<b>5</b>	Furnished automatically upon award.
Contract Provisions	<b>5</b>	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	<b>3</b>	Furnished only upon request.

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

**F1-02.4(1).OptionB.docx**

**1-02.4(1) General**  
*(December 30, 2022 APWA GSP Option B)*

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

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

1  
2 **1-02.5.RTF**

3 **1-02.5 Proposal Forms**  
4 *(July 31, 2017 APWA GSP)*  
5

6 Delete this section and replace it with the following:  
7

8 The Proposal Form will identify the project and its location and describe the work. It will  
9 also list estimated quantities, units of measurement, the items of work, and the materials  
10 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal  
11 form that call for, but are not limited to, unit prices; extensions; summations; the total bid  
12 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment  
13 of addenda; the bidder's name, address, telephone number, and signature; the bidder's  
14 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's  
15 Registration Number; and a Business License Number, if applicable. Bids shall be  
16 completed by typing or shall be printed in ink by hand, preferably in black ink. The  
17 required certifications are included as part of the Proposal Form.  
18

19 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
20 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
21 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
22 specified.  
23

24 **1-02.6.GR1**

25 **Preparation of Proposal**  
26

27 **1-02.6.INST3.GR1**

28 Section 1-02.6 is supplemented with the following:  
29

30 **1-02.6 OPT3.GR1**

31 *(September 3, 2024)*

32 The Bidder shall submit the following supplemental documents with the Bid in accordance with  
33 Section 1-02.9:  
34

- 35 1. Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-  
36 056).  
37
- 38 2. DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every DBE  
39 firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization  
40 Certification, the Bidder shall submit written confirmation from that DBE firm that the  
41 DBE is in agreement with the DBE participation commitment that the Bidder has  
42 made in the Bidder's completed Disadvantaged Business Enterprise Utilization  
43 Certification.  
44
- 45 3. Good Faith Effort Documentation - Bidder must submit good faith effort  
46 documentation with the Disadvantaged Business Enterprise Utilization Certification  
47 only in the event the Bidder's efforts to solicit sufficient DBE participation have been  
48 unsuccessful.  
49
- 50 4. DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item  
51 Breakdown form defining the scope of work to be performed by each DBE listed on  
52 the DBE Utilization Certification.

1  
2  
3 **1-02.6.OptionB.RTF**

4 *(January 4, 2024 APWA GSP 1-02.6, Option B)*

5  
6 Supplement the second paragraph with the following:

- 7 4. If a minimum bid amount has been established for any item, the unit or lump sum  
8 price must equal or exceed the minimum amount stated.
- 9 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
10 initialed by the signer of the bid.  
11

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

13  
14 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law  
15 Compliance form, provided by the Contracting Agency. Failure to return this certification  
16 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for  
17 Award. A Contractor Certification of Wage Law Compliance form is included in the  
18 Proposal Forms.  
19

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

21  
22 A bid by a corporation shall be executed in the corporate name, by the president or a  
23 vice president (or other corporate officer accompanied by evidence of authority to sign).  
24

25 A bid by a partnership shall be executed in the partnership name, and signed by a  
26 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any  
27 DBE requirements are to be satisfied through such an agreement.  
28

29 A bid by a joint venture shall be executed in the joint venture name and signed by a  
30 member of the joint venture. A copy of the joint venture agreement shall be submitted  
31 with the Bid Form if any DBE requirements are to be satisfied through such an  
32 agreement.  
33

34 **1-02.6.OPT7.GR1**

35 ***(September 3, 2024)***

36 ***Bidder Questionnaire***

37 The Bidder shall submit with their Bid a completed Bidder Questionnaire form (WSDOT  
38 Form #272-022). This shall be filled out for each firm who submitted a bid or quote in  
39 attempt to participate in the project whether they were successful or not and include the  
40 following information:  
41

- 42 1. Firm name;  
43  
44 2. Firm address including ZIP code;  
45  
46 3. Firm's status as a DBE or non-DBE;  
47  
48 4. Race and gender information for the firm's majority owner;  
49  
50 5. NAICS code applicable to each scope of work the firm sought to perform in its  
51 bid;

6. Age of the firm; and

7. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.) rather than requesting an exact figure from the firm.

Failure to return this completed form as part of the Bid Proposal package will cause this Bid to be considered irregular in accordance with Section 1-02.13. A copy of this form is included in the Proposal Forms.

**1-02.6.Option A.RTF Subcontractor's List**  
(September 3, 2024 APWA GSP 1-02.6, Option A)

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

The Bidder shall submit with the Bid the completed Subcontractor List included in the Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the package, use DOT Form 271-015A. The Form shall contain the following:

1. Subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28,
2. The Work those subcontractors will perform on the Contract as described in RCW 39.30.060; and
3. No more than one subcontractor for each category of work identified, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate.

**1-02.6(1).RTF**

Add the following new section:

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

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

**1-02.7.RTF**

**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;

- 1 5. Signature of the bidder's officer empowered to sign official statements. The signature  
2 of the person authorized to submit the bid should agree with the signature on the  
3 bond, and the title of the person must accompany the said signature;  
4 6. The signature of the surety's officer empowered to sign the bond and the power of  
5 attorney.  
6

7 If so stated in the Contract Provisions, bidder must use the bond form included in the  
8 Contract Provisions.  
9

10 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.  
11

12 **1-02.9.OptionB.RTF**

13 **1-02.9 Delivery of Proposal**

14 *( July 8, 2024 APWA GSP Option B)*  
15

16 Delete this section and replace it with the following:  
17

18 **DBE DOCUMENT SUBMITTAL REQUIREMENTS**

19 **General**

20 Each Proposal shall be submitted in a sealed envelope, with the Project Name and  
21 Project Number as stated in the Call for Bids clearly marked on the outside of the  
22 envelope, or as otherwise required in the Bid Documents, to ensure proper handling  
23 and delivery.  
24

25 To be considered responsive on a FHWA-funded project, the Bidder may be required  
26 to submit the following items, as required by Section 1-02.6:  
27

- 28
  - DBE Utilization Certification (WSDOT 272-056)
  - 29 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm  
30 listed on the Bidder's completed DBE Utilization Certification
  - 31 • Good Faith Effort (GFE) Documentation (if applicable)
  - 32 • DBE Bid Item Breakdown (WSDOT 272-054)  
33

34 Proposals that are received as required will be publicly opened and read as specified  
35 in Section 1-02.12. The Contracting Agency will not open or consider any Bid  
36 Proposal that is received after the time specified in the Call for Bids for receipt of Bid  
37 Proposals or received in a location other than that specified in the Call for Bids. The  
38 Contracting Agency will not open or consider any "Supplemental Information" (Written  
39 Confirmation Documents or GFE Documentation) that is received after the time  
40 specified or received in a location other than that specified in the Call for Bids.  
41

42 If an emergency or unanticipated event interrupts normal work processes of the  
43 Contracting Agency so that Proposals cannot be received at the office designated for  
44 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the  
45 Proposal will be deemed to be extended to the same time of day specified in the  
46 solicitation on the first work day on which the normal work processes of the  
47 Contracting Agency resume.  
48

49 Supplemental bid information submitted after the proposal submittal but within 48  
50 hours of the time and date the proposal is due, shall be submitted as follows:  
51

- 1 1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental
- 2 Information" added, or
- 3 2. By facsimile to the following FAX number: 425 257-8882, or
- 4 3. By e-mail to the following e-mail address: sbridge@everettwa.gov
- 5

6 **DBE Utilization Certification (WSDOT Form 272-056)**

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

13  
14 **DBE Written Confirmation Document (WSDOT Form 422-031) and/or GFE**  
15 **Documentation, (if applicable)**

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

24  
25 **DBE Bid Item Breakdown Form (WSDOT Form 272-054)**

26 The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a  
27 Supplement to the Bid. The documents shall be received no later than 48 hours (not  
28 including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To  
29 be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown,  
30 however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a  
31 period up to five calendar days after bid opening (not including Saturdays, Sundays and  
32 Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will  
33 be determined to be non-responsive.

34  
35 The DBE Bid Item Breakdown will not be included as part of the executed Contract.

36  
37 **1-02.13.RTF**

38 **1-02.13 Irregular Proposals**  
39 *(September 3, 2024 APWA GSP)*

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

- 42  
43 1. A Proposal will be considered irregular and will be rejected if:
- 44 a. The Bidder is not prequalified when so required;
  - 45 b. The Bidder adds provisions reserving the right to reject or accept the Award,  
46 or enter into the Contract;
  - 47 c. A price per unit cannot be determined from the Bid Proposal;
  - 48 d. The Proposal form is not properly executed;
  - 49 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT  
50 Form 271-015), if applicable, as required in Section 1-02.6;

- 1 f. The Bidder fails to submit or properly complete a Disadvantaged Business  
2 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in  
3 Section 1-02.6;  
4 g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)  
5 from each DBE firm listed on the Bidder's completed DBE Utilization  
6 Certification that they are in agreement with the bidder's DBE participation  
7 commitment, if applicable, as required in Section 1-02.6, or if the written  
8 confirmation that is submitted fails to meet the requirements of the Special  
9 Provisions;  
10 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
11 as required in Section 1-02.6, or if the documentation that is submitted fails to  
12 demonstrate that a Good Faith Effort to meet the Condition of Award in  
13 accordance with Section 1-07.11;  
14 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-  
15 054), if applicable, as required in Section 1-02.6, or if the documentation that  
16 is submitted fails to meet the requirements of the Special Provisions;  
17 j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if  
18 applicable as required by Section 1-02.6, or if the documentation that is  
19 submitted fails to meet the requirements of the Special Provisions; or  
20 k. The Bid Proposal does not constitute a definite and unqualified offer to meet  
21 the material terms of the Bid invitation.  
22  
23  
24 2. A Proposal may be considered irregular and may be rejected if:  
25 a. The Proposal does not include a unit price for every Bid item;  
26 b. Any of the unit prices are excessively unbalanced (either above or below the  
27 amount of a reasonable Bid) to the potential detriment of the Contracting  
28 Agency;  
29 c. The authorized Proposal Form furnished by the Contracting Agency is not  
30 used or is altered;  
31 d. The completed Proposal form contains unauthorized additions, deletions,  
32 alternate Bids, or conditions;  
33 e. Receipt of Addenda is not acknowledged;  
34 f. A member of a joint venture or partnership and the joint venture or  
35 partnership submit Proposals for the same project (in such an instance, both  
36 Bids may be rejected); or  
37  
38

39 **1-02.14.Option.A.RTF**

40 **1-02.14 Disqualification of Bidders**

41 *(May 17, 2018 APWA GSP, Option A)*  
42

43 Delete this section and replace it with the following:  
44

45 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
46 responsibility criteria in RCW 39.04.350(1), as amended.  
47

48 The Contracting Agency will verify that the Bidder meets the mandatory bidder  
49 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the  
50 Contracting Agency reserves the right to request documentation as needed from the  
51 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder  
52 responsibility criteria.

1  
2 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
3 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
4 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
5 If the Bidder disagrees with this determination, it may appeal the determination within two  
6 (2) business days of the Contracting Agency's determination by presenting its appeal and  
7 any additional information to the Contracting Agency. The Contracting Agency will  
8 consider the appeal and any additional information before issuing its final determination.  
9 If the final determination affirms that the Bidder is not responsible, the Contracting Agency  
10 will not execute a contract with any other Bidder until at least two business days after the  
11 Bidder determined to be not responsible has received the Contracting Agency's final  
12 determination.

13  
14 **1-02.15.RTF**

15 **1-02.15 Pre Award Information**

16 *(December 30, 2022 APWA GSP)*  
17

18 Revise this section to read:

19  
20 Before awarding any contract, the Contracting Agency may require one or more of these  
21 items or actions of the apparent lowest responsible bidder:

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

33  
34 **1-03.1(1).RTF**

35 **1-03.1(1) Identical Bid Totals**

36 *(December 30, 2022 APWA GSP)*  
37

38 Revise this section to read:

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

1 responsive Bid, and with a proposed recycled materials percentage that is exactly equal  
2 to the highest proposed recycled materials amount, are eligible to draw.  
3

4 **1-03.3 Execution of Contract**  
5 *(July 8, 2024 APWA GSP Option B)*  
6

7 This section is supplemented with the following:

8 No later than 5 calendar days after the Award date (not including Saturdays, Sundays and  
9 Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form  
10 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-  
11 056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be  
12 able to perform the scope of work subcontracted to them.  
13

14 Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included  
15 as part of the executed Contract.  
16

17 DBE Trucking Credit Forms shall be submitted in one of the following ways:

- 18 1. By E-mail Sbridge@everettwa.gov
- 19 2. By Mail to: 3200 Cedar Street Everett, WA 98201  
20  
21  
22  
23

24 **1-03.4.RTF**

25 **1-03.4 Contract Bond**  
26 *(July 23, 2015 APWA GSP)*  
27

28 Delete the first paragraph and replace it with the following:  
29

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

- 34 1. Be on Contracting Agency-furnished form(s);
- 35 2. Be signed by an approved surety (or sureties) that:
  - 36 a. Is registered with the Washington State Insurance Commissioner, and
  - 37 b. Appears on the current Authorized Insurance List in the State of Washington  
38 published by the Office of the Insurance Commissioner,
- 39 3. Guarantee that the Contractor will perform and comply with all obligations, duties,  
40 and conditions under the Contract, including but not limited to the duty and obligation  
41 to indemnify, defend, and protect the Contracting Agency against all losses and  
42 claims related directly or indirectly from any failure:
  - 43 a. Of the Contractor (or any of the employees, subcontractors, or lower tier  
44 subcontractors of the Contractor) to faithfully perform and comply with all contract  
45 obligations, conditions, and duties, or
  - 46 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the  
47 Contractor) to pay all laborers, mechanics, subcontractors, lower tier  
48 subcontractors, material person, or any other person who provides supplies or  
49 provisions for carrying out the work;

- 1 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the  
2 project under titles 50, 51, and 82 RCW; and  
3 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign  
4 the bond; and  
5 6. Be signed by an officer of the Contractor empowered to sign official statements (sole  
6 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed  
7 by the president or vice president, unless accompanied by written proof of the  
8 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate  
9 resolution, power of attorney, or a letter to such effect signed by the president or vice  
10 president).

11

12 **1-03.7.RTF**

13 **1-03.7 Judicial Review**

14 *(December 30, 2022 APWA GSP)*

15

16 Revise this section to read:

17

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

24

25 **1-04.2.RTF**

26 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,  
27 Specifications, and Addenda**

28 *(December 30, 2022 APWA GSP)*

29

30 Revise the second paragraph to read:

31

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

34

- 35 1. Addenda,  
36 2. Proposal Form,  
37 3. Special Provisions,  
38 4. Contract Plans,  
39 5. Standard Specifications,  
40 6. Contracting Agency's Standard Plans or Details (if any), and  
41 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

42

42 **1-04.4.RTF**

43 **1-04.4 Changes**

44 *(January 19, 2022 APWA GSP)*

45

46 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

47

48 **1-04.4(1).RTF**

49 **1-04.4(1) Minor Changes**

50 *(May 30, 2019 APWA GSP)*

51

1 Delete the first paragraph and replace it with the following:  
2

3       Payments or credits for changes amounting to \$\$\$25,000\$\$ or less may be made under  
4       the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure  
5       for Minor Changes may be used in lieu of the more formal procedure as outlined in Section  
6       1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work  
7       and will not change Contract Time.  
8

9 1-05.4.GR1

## 10 **Conformity with and Deviations from Plans and Stakes**

11  
12 1-05.4.INST1.GR1

13 Section 1-05.4 is supplemented with the following:  
14

15 1-05.4.OPT4.GR1

16 **(March 9, 2023)**

### 17 **Contractor Surveying – ADA Features**

#### 18 **ADA Feature Staking Requirements**

19       The Contractor shall be responsible for setting, maintaining, and resetting all  
20       alignment stakes, and grades necessary for the construction of the ADA features.  
21       Calculations, surveying, and measuring required for setting and maintaining the  
22       necessary lines and grades shall be the Contractor's responsibility. The Contractor  
23       shall build the ADA features within the specifications in the Standard Plans and  
24       contract documents.  
25

#### 26 **ADA Feature Contract Compliance**

27       The Contractor shall be responsible for completing measurements to verify all ADA  
28       features comply with the Contract in the presence of the Engineer.  
29

#### 30 **ADA Feature As-Built Measurements**

31       The Contractor shall be responsible for providing the latitude and longitude of each  
32       ADA feature as indicated on the ADA Inspection Form(s) (WSDOT Form 224-020).  
33

34       The completed ADA Inspection Form(s) (WSDOT Form 224-020) shall be submitted  
35       as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar  
36       days of completing the ADA feature. After acceptance, the Contracting Agency will  
37       submit the final form(s) to the WSDOT ADA Steward.  
38

### 39 40 **Payment**

41       Payment will be made for the following bid item that is included in the Proposal:  
42

43       "ADA Features Surveying", lump sum.  
44

45       The lump sum Contract price for "ADA Features Surveying" shall be full pay for all the  
46       Work as specified.  
47

48       In the instance where an ADA feature does not meet accessibility requirements, all work  
49       to replace non-compliant work and then to measure, record the as-built measurements,  
50       and transmit the electronic forms to the Engineer shall be completed at no additional cost  
51       to the Contracting Agency.  
52

1 **1-05.7.RTF**

2 **1-05.7 Removal of Defective and Unauthorized Work**

3 *(October 1, 2005 APWA GSP)*

4  
5 Supplement this section with the following:

6  
7 If the Contractor fails to remedy defective or unauthorized work within the time specified  
8 in a written notice from the Engineer, or fails to perform any part of the work required by  
9 the Contract Documents, the Engineer may correct and remedy such work as may be  
10 identified in the written notice, with Contracting Agency forces or by such other means as  
11 the Contracting Agency may deem necessary.

12  
13 If the Contractor fails to comply with a written order to remedy what the Engineer  
14 determines to be an emergency situation, the Engineer may have the defective and  
15 unauthorized work corrected immediately, have the rejected work removed and replaced,  
16 or have work the Contractor refuses to perform completed by using Contracting Agency  
17 or other forces. An emergency situation is any situation when, in the opinion of the  
18 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk  
19 of loss or damage to the public.

20  
21 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
22 remedying defective or unauthorized work, or work the Contractor failed or refused to  
23 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
24 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
25 include in particular, but without limitation, compensation for additional professional  
26 services required, and costs for repair and replacement of work of others destroyed or  
27 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

28  
29 No adjustment in contract time or compensation will be allowed because of the delay in  
30 the performance of the work attributable to the exercise of the Contracting Agency's  
31 rights provided by this Section.

32  
33 The rights exercised under the provisions of this section shall not diminish the  
34 Contracting Agency's right to pursue any other avenue for additional remedy or damages  
35 with respect to the Contractor's failure to perform the work as required.

36  
37  
38 **1-05.11.RTF**

39 **1-05.11 Final Inspection**

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

42  
43 **1-05.11 Final Inspections and Operational Testing**  
44 *(October 1, 2005 APWA GSP)*

45  
46 **1-05.11(1) Substantial Completion Date**

47  
48 When the Contractor considers the work to be substantially complete, the Contractor  
49 shall so notify the Engineer and request the Engineer establish the Substantial  
50 Completion Date. The Contractor's request shall list the specific items of work that  
51 remain to be completed in order to reach physical completion. The Engineer will  
52 schedule an inspection of the work with the Contractor to determine the status of

completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

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

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

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

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

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal

1 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
2 Engineer to have the Contractor operate and test the work for a period of time after final  
3 inspection but prior to the physical completion date. Whenever items of work are listed in  
4 the Contract Provisions for operational testing they shall be fully tested under operating  
5 conditions for the time period specified to ensure their acceptability prior to the Physical  
6 Completion Date. During and following the test period, the Contractor shall correct any  
7 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
8 class operating condition. Equipment, electrical controls, meters, or other devices and  
9 equipment to be tested during this period shall be tested under the observation of the  
10 Engineer, so that the Engineer may determine their suitability for the purpose for which  
11 they were installed. The Physical Completion Date cannot be established until testing  
12 and corrections have been completed to the satisfaction of the Engineer.

13  
14 The costs for power, gas, labor, material, supplies, and everything else needed to  
15 successfully complete operational testing, shall be included in the unit contract prices  
16 related to the system being tested, unless specifically set forth otherwise in the proposal.

17  
18 Operational and test periods, when required by the Engineer, shall not affect a  
19 manufacturer's guaranties or warranties furnished under the terms of the contract.  
20  
21

#### 22 **1-05.13.RTF**

#### 23 **1-05.13 Superintendents, Labor and Equipment of Contractor** 24 *(August 14, 2013 APWA GSP)*

25  
26 Delete the sixth and seventh paragraphs of this section.  
27

#### 28 **1-05.14.GR1**

#### 29 **Cooperation with Other Contractors**

#### 30 31 **1-05.14.INST1.GR1**

32 Section 1-05.14 is supplemented with the following:  
33

#### 34 **F1-05.14.OPT1.DOCX**

35 ***(March 13, 1995)***

#### 36 ***Other Contracts Or Other Work***

37 It is anticipated that the following work adjacent to or within the limits of this project will  
38 be performed by others during the course of this project and will require coordination of  
39 the work:  
40

41 \*\*\*

- 42  
43 • 2024 Pavement Maintenance Overlay project is adjacent to the Work on Pacific Ave  
44 at Fulton Ave.

45  
46  
47 \*\*\*  
48

#### 49 **1-05.15.RTF**

#### 50 **1-05.15 Method of Serving Notices** 51 *(January 4, 2024 APWA GSP)* 52

Revise the second paragraph to read:

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

**1-05.16.RTF**

Add the following new section:

**1-05.16 Water and Power**

*(October 1, 2005 APWA GSP)*

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

**1-05.18.RTF**

Add the following new section:

**1-05.18 Record Drawings**

*(March 8, 2013 APWA GSP)*

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.

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

- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).
- If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.
- When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

- Making Entries on the Record Drawings:
- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
  - Additions - Red
  - Deletions - Green
  - Comments - Blue
  - Dimensions- Graphite
  - Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
  - Date all entries.
  - Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ \$2,000.00)	Lump Sum
--	----------

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-06.GR1

### **Control of Material**

1-06.INST1.GR1

Section 1-06 is supplemented with the following:

1-06.OPT2.GR1

### ***Build America/Buy America***

1-06.OPT2(A).GR1

***(December 20, 2023)***

### ***General Requirements***

In accordance with Buy America Preferences for Infrastructure Projects requirements contained in 2 CFR 184 and Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

1. All steel and iron used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of three categories: 1) Steel and Iron, 2) Manufactured Product or 3) Construction Material. Only a single category will apply to an item and be subject to the requirements of the BABA requirements of that category. Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a construction material, manufactured product, or steel and iron based on their composition when they arrive at the staging area or work site. When steel or iron are a component of a manufactured product or construction material, the steel and iron components will be subject to "Steel and Iron Requirements" of this Specification.

## Definitions

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
  - a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
  - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
  - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);
  - d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
  - e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, through the completion of the draw;
  - f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
  - g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or
  - h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

Construction Materials do not include items of primarily iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.
2. Manufactured Product: A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
3. Manufactured in the United States: A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.
4. Structural Steel: Defined as all structural steel products included in the project.

- 1  
2 5. United States: To further define the coverage, a domestic product is a manufactured  
3 steel construction material that was produced in one of the 50 states, the District of  
4 Columbia, Puerto Rico, or in the territories and possessions of the United States.  
5

6 ***Steel and Iron Requirements***

7 Major quantities of steel and iron construction materials that are permanently incorporated  
8 into the project shall consist of American-made materials only. BABA requirements do not  
9 apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges,  
10 steel scaffolding and falsework.  
11

12 Minor amounts of foreign steel and iron may be utilized in this project provided the cost  
13 of the foreign material used does not exceed one-tenth of one percent of the total contract  
14 cost or \$2,500.00, whichever is greater.  
15

16 American-made material is defined as material having all manufacturing processes  
17 occurring domestically.  
18

19 If domestically produced steel billets or iron ingots are exported outside of the area of  
20 coverage, as defined above, for any manufacturing process then the resulting product  
21 does not conform to the BABA requirements. Additionally, products manufactured  
22 domestically from foreign source steel billets or iron ingots do not conform to the BABA  
23 requirements because the initial melting and mixing of alloys to create the material  
24 occurred in a foreign country.  
25

26 Manufacturing begins with the initial melting and mixing and continues through the coating  
27 stage. Any process which modifies the chemical content, the physical size or shape, or  
28 the final finish is considered a manufacturing process. The processes include rolling,  
29 extruding, machining, bending, grinding, drilling, welding, and coating. The action of  
30 applying a coating to steel or iron is deemed a manufacturing process. Coating includes  
31 epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or  
32 enhances the value of steel or iron. Any process from the original reduction from ore to  
33 the finished product constitutes a manufacturing process for iron.  
34

35 Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore  
36 and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and  
37 reduced iron ore.  
38

39 The following are considered to be steel manufacturing processes:  
40

- 41 1. Production of steel by any of the following processes:  
42  
43 a. Open hearth furnace.  
44  
45 b. Basic oxygen.  
46  
47 c. Electric furnace.  
48  
49 d. Direct reduction.  
50  
51 2. Rolling, heat treating, and any other similar processing.  
52

3. Fabrication of the products:

- a. Spinning wire into cable or strand.
- b. Corrugating and rolling into culverts.
- c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109.

**Manufactured Products**

Due to a nationwide waiver, BABA requirements do not apply to manufactured products. Manufactured products that contain steel and iron, regardless of a nationwide waiver, will follow "Steel and Iron Requirements" of this Specification.

**Construction Material Requirements**

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

**Waiver for De Minimis Costs**

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\text{Total cost of Foreign Construction Materials}}{\text{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Steel and Iron, and all Manufactured Products. Total applicable material costs does not include the cost of cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Steel and iron materials shall follow the "Steel and Iron Requirements" of this Specification.

1-06.2(2)B.docx

**1-06.2(2)B Financial Incentive**  
(January 4, 2024 AWWA GSP)

1 Replace the first sentence of this Section with the following:

2  
3 The maximum Composite Pay Factor shall be 1.00.

4  
5 **1-06.6.RTF**

6 **1-06.6 Recycled Materials**

7 *(January 4, 2016 APWA GSP)*

8  
9 Delete this section, including its subsections, and replace it with the following:

10  
11 The Contractor shall make their best effort to utilize recycled materials in the construction  
12 of the project. Approval of such material use shall be as detailed elsewhere in the  
13 Standard Specifications.

14  
15 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
16 that were utilized in the construction of the project for each of the items listed in Section  
17 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
18 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material  
19 and aggregates from concrete returned to the supplier). The Contractor's report shall be  
20 provided on DOT form 350-075 Recycled Materials Reporting.

21  
22 1-07.GR1

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

24  
25  
26 **1-07.2.RTF**

27 **1-07.2 State Taxes**

28  
29 Delete this section, including its sub-sections, in its entirety and replace it with the following:

30  
31 **1-07.2 State Sales Tax**

32 *(June 27, 2011 APWA GSP)*

33  
34 The Washington State Department of Revenue has issued special rules on the State  
35 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
36 Contractor should contact the Washington State Department of Revenue for answers to  
37 questions in this area. The Contracting Agency will not adjust its payment if the  
38 Contractor bases a bid on a misunderstood tax liability.

39  
40 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
41 contract amounts. In some cases, however, state retail sales tax will not be included.  
42 Section 1-07.2(2) describes this exception.

43  
44 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
45 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
46 Department of Revenue a certificate showing that all contract-related taxes have been  
47 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
48 Contractor any amount the Contractor may owe the Washington State Department of  
49 Revenue, whether the amount owed relates to this contract or not. Any amount so  
50 deducted will be paid into the proper State fund.  
51

1 **1-07.2(1) State Sales Tax — Rule 171**  
2  
3 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
4 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
5 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
6 This includes storm or combined sewer systems within and included as a part of the  
7 street or road drainage system and power lines when such are part of the roadway  
8 lighting system. For work performed in such cases, the Contractor shall include  
9 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
10 amounts, including those that the Contractor pays on the purchase of the materials,  
11 equipment, or supplies used or consumed in doing the work.  
12  
13 **1-07.2(2) State Sales Tax — Rule 170**  
14  
15 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
16 existing buildings, or other structures, upon real property. This includes, but is not  
17 limited to, the construction of streets, roads, highways, etc., owned by the state of  
18 Washington; water mains and their appurtenances; sanitary sewers and sewage  
19 disposal systems unless such sewers and disposal systems are within, and a part of, a  
20 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
21 or other conduits or lines in or above streets or roads, unless such power lines become a  
22 part of a street or road lighting system; and installing or attaching of any article of  
23 tangible personal property in or to real property, whether or not such personal property  
24 becomes a part of the realty by virtue of installation.  
25  
26 For work performed in such cases, the Contractor shall collect from the Contracting  
27 Agency, retail sales tax on the full contract price. The Contracting Agency will  
28 automatically add this sales tax to each payment to the Contractor. For this reason, the  
29 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
30 contract amount subject to Rule 170, with the following exception.  
31  
32 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
33 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
34 consumable supplies not integrated into the project. Such sales taxes shall be included  
35 in the unit bid item prices or in any other contract amount.  
36  
37 **1-07.2(3) Services**  
38  
39 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
40 contract wholly for professional or other services (as defined in Washington State  
41 Department of Revenue Rules 138 and 244).  
42  
43 1-07.5.GR1  
44 **Environmental Regulations**  
45  
46 1-07.5.INST1.GR1  
47 Section 1-07.5 is supplemented with the following:  
48

1 1-07.5.OPT1.GR1  
2 **(September 20, 2010)**  
3 **Environmental Commitments**  
4 The following Provisions summarize the requirements, in addition to those required  
5 elsewhere in the Contract, imposed upon the Contracting Agency by the various  
6 documents referenced in the Special Provision **Permits and Licenses**. Throughout the  
7 work, the Contractor shall comply with the following requirements:  
8  
9 1-07.5.OPT2.GR1  
10 **(August 3, 2009)**  
11 **Payment**  
12 All costs to comply with this special provision for the environmental commitments and  
13 requirements are incidental to the contract and are the responsibility of the Contractor.  
14 The Contractor shall include all related costs in the associated bid prices of the contract.  
15  
16  
17 1-07.7.GR1  
18 **Load Limits**  
19  
20 1-07.7.INST1.GR1  
21 Section 1-07.7 is supplemented with the following:  
22  
23 1-07.7.OPT6.GR1  
24 (March 13, 1995)  
25 If the sources of materials provided by the Contractor necessitates hauling over roads  
26 other than State Highways, the Contractor shall, at the Contractor's expense, make all  
27 arrangements for the use of the haul routes.  
28  
29 1-07.9.GR1  
30 **Wages**  
31  
32 **1-07.9(1).GR1**  
33 **General**  
34  
35 1-07.9(1).INST1.GR1  
36 Section 1-07.9(1) is supplemented with the following:  
37  
38 1-07.9(1).OPT1.GR1  
39 (January 10, 2024)  
40 The Federal wage rates incorporated in this contract have been established by the  
41 Secretary of Labor under United States Department of Labor General Decision No.  
42 WA20240001.  
43  
44 The State rates incorporated in this contract are applicable to all construction  
45 activities associated with this contract.  
46  
47 **1-07.9(5)A.RTF**  
48 **1-07.9(5)A Required Documents**  
49 **(July 8, 2024 APWA GSP)**  
50  
51 This section is revised to read as follows:  
52

1 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified  
2 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be  
3 submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit  
4 (PWIA) system. When apprenticeship is a requirement of the contract, include in PWIA all  
5 apprentices.  
6

7 1-07.11.GR1

8 **Requirements for Nondiscrimination**  
9

10 1-07.11.INST1.GR1

11 Section 1-07.11 is supplemented with the following:  
12

13 1-07.11.OPT1.GR1

14 (October 3, 2022)

15 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive  
16 Order 11246)  
17

- 18 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard  
19 Federal Equal Employment Opportunity Construction Contract Specifications set  
20 forth herein.  
21
- 22 2. The goals and timetables for minority and female participation set by the Office of  
23 Federal Contract Compliance Programs, expressed in percentage terms for the  
24 Contractor's aggregate work force in each construction craft and in each trade on all  
25 construction work in the covered area, are as follows:  
26

27 Women - Statewide  
28

29 <u>Timetable</u>	30 <u>Goal</u>
31 Until further notice	32 6.9%
33 <u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
34 Spokane, WA:	
35 SMSA Counties:	
36 Spokane, WA	37 2.8
38 WA Spokane.	
39 Non-SMSA Counties	
40 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA	
41 Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
42 Richland, WA	
43 SMSA Counties:	
44 Richland Kennewick, WA	45 5.4
46 WA Benton; WA Franklin.	
47 Non-SMSA Counties	
48 WA Walla Walla.	
3.6	

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

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

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

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

geographical area in which the contract is to be performed. The notification shall be sent to:

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

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

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

1. As used in these specifications:

- a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
  - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
  - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
  - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
  - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the

- 1 Contractor's obligation to maintain such a working environment, with  
2 specific attention to minority or female individuals working at such sites or  
3 in such facilities.  
4
- 5 b. Establish and maintain a current list of minority and female recruitment  
6 sources, provide written notification to minority and female recruitment  
7 sources and to community organizations when the Contractor or its unions  
8 have employment opportunities available, and maintain a record of the  
9 organizations' responses.  
10
- 11 c. Maintain a current file of the names, addresses and telephone numbers of  
12 each minority and female off-the-street applicant and minority or female  
13 referral from a union, a recruitment source or community organization and  
14 of what action was taken with respect to each such individual. If such  
15 individual was sent to the union hiring hall for referral and was not referred  
16 back to the Contractor by the union or, if referred, not employed by the  
17 Contractor, this shall be documented in the file with the reason therefor,  
18 along with whatever additional actions the Contractor may have taken.  
19
- 20 d. Provide immediate written notification to the Director when the union or  
21 unions with which the Contractor has a collective bargaining agreement has  
22 not referred to the Contractor a minority person or woman sent by the  
23 Contractor, or when the Contractor has other information that the union  
24 referral process has impeded the Contractor's efforts to meet its obligations.  
25
- 26 e. Develop on-the-job training opportunity and/or participate in training  
27 programs for the area which expressly include minorities and women,  
28 including upgrading programs and apprenticeship and trainee programs  
29 relevant to the Contractor's employment needs, especially those programs  
30 funded or approved by the U.S. Department of Labor. The Contractor shall  
31 provide notice of these programs to the sources compiled under 7b above.  
32
- 33 f. Disseminate the Contractor's EEO policy by providing notice of the policy  
34 to unions and training programs and requesting their cooperation in  
35 assisting the Contractor in meeting its EEO obligations; by including it in  
36 any policy manual and collective bargaining agreement; by publicizing it in  
37 the company newspaper, annual report, etc.; by specific review of the policy  
38 with all management personnel and with all minority and female employees  
39 at least once a year; and by posting the company EEO policy on bulletin  
40 boards accessible to all employees at each location where construction  
41 work is performed.  
42
- 43 g. Review, at least annually, the company's EEO policy and affirmative action  
44 obligations under these specifications with all employees having any  
45 responsibility for hiring, assignment, layoff, termination or other  
46 employment decisions including specific review of these items with on-site  
47 supervisory personnel such as Superintendents, General Foremen, etc.,  
48 prior to the initiation of construction work at any job site. A written record  
49 shall be made and maintained identifying the time and place of these  
50 meetings, persons attending, subject matter discussed, and disposition of  
51 the subject matter.  
52

- 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
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special

1 Provision provided that the Contractor actively participates in the group, makes every  
2 effort to assure that the group has a positive impact on the employment of minorities  
3 and women in the industry, ensure that the concrete benefits of the program are  
4 reflected in the Contractor's minority and female work-force participation, makes a  
5 good faith effort to meet its individual goals and timetables, and can provide access  
6 to documentation which demonstrate the effectiveness of actions taken on behalf of  
7 the Contractor. The obligation to comply, however, is the Contractor's and failure of  
8 such a group to fulfill an obligation shall not be a defense for the Contractor's  
9 noncompliance.

- 10
- 11 9. A single goal for minorities and a separate single goal for women have been  
12 established. The Contractor, however, is required to provide equal employment  
13 opportunity and to take affirmative action for all minority groups, both male and  
14 female, and all women, both minority and non-minority. Consequently, the Contractor  
15 may be in violation of the Executive Order if a particular group is employed in  
16 substantially disparate manner (for example, even though the Contractor has  
17 achieved its goals for women generally, the Contractor may be in violation of the  
18 Executive Order if a specific minority group of women is underutilized).
- 19
- 20 10. The Contractor shall not use the goals and timetables or affirmative action standards  
21 to discriminate against any person because of race, color, religion, sex, or national  
22 origin.
- 23
- 24 11. The Contractor shall not enter into any subcontract with any person or firm debarred  
25 from Government contracts pursuant to Executive Order 11246.
- 26
- 27 12. The Contractor shall carry out such sanctions and penalties for violation of these  
28 specifications and of the Equal Opportunity Clause, including suspensions,  
29 terminations and cancellations of existing subcontracts as may be imposed or  
30 ordered pursuant to Executive Order 11246, as amended, and its implementing  
31 regulations by the Office of Federal Contract Compliance Programs. Any Contractor  
32 who fails to carry out such sanctions and penalties shall be in violation of these  
33 specifications and Executive Order 11246, as amended.
- 34
- 35 13. The Contractor, in fulfilling its obligations under these specifications, shall implement  
36 specific affirmative action steps, at least as extensive as those standards prescribed  
37 in paragraph 7 of this Special Provision, so as to achieve maximum results from its  
38 efforts to ensure equal employment opportunity. If the Contractor fails to comply with  
39 the requirements of the Executive Order, the implementing regulations, or these  
40 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 41
- 42 14. The Contractor shall designate a responsible official to monitor all employment  
43 related activity to ensure that the company EEO policy is being carried out, to submit  
44 reports relating to the provisions hereof as may be required by the government and  
45 to keep records. Records shall at least include, for each employee, their name,  
46 address, telephone numbers, construction trade, union affiliation if any, employee  
47 identification number when assigned, social security number, race, sex, status (e.g.,  
48 mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours  
49 worked per week in the indicated trade, rate of pay, and locations at which the work  
50 was performed. Records shall be maintained in an easily understandable and  
51 retrievable form; however, to the degree that existing records satisfy this requirement,  
52 the Contractors will not be required to maintain separate records.

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

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

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

#### **F1-07.11.OptionB.DOCX**

#### **1-07.11 Requirements for Nondiscrimination** (September 3, 2024, APWA GSP Option B)

Section 1-07.11 is supplemented with the following:

#### ***Disadvantaged Business Enterprise Participation***

##### **General**

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be irregular in accordance with Section 1-02.13 resulting in rejection or other sanctions as provided by the Contract.

##### **DBE Abbreviations and Definitions**

**Certified Business Description** – The approved business description that supplements the North American Industry Classification System (NAICS) code listed in OMWBE's directory of certified firms.

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

##### **Commercially Useful Function (CUF) –**

A firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved as defined in 49 CFR 26.55(c)(1). To

perform a commercially useful function, the firm must also be responsible, with respect to materials and supplies used on the contract, for ordering, negotiating price, paying for, determining quality and quantity, and installing (where applicable) for the material itself.

The DBE firm 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 to obtain the appearance of DBE participation.

**Consultant, DBE** – An individual, partnership, firm, or corporation who meet the definition of a DBE which has been retained under a contract to provide technical or professional services.

**DBE Commitment** – The dollar amount and scope of work the Bidder indicates on each line of their DBE Utilization Certification (DOT Form 272-056) for each DBE firm. These Commitments will be incorporated into the Contract and shall be considered Contract requirements.

**DBE Condition of Award (COA) Goal** – An assigned numerical amount specified as a percentage of the Contract. At Bid, this is the minimum amount that the Bidder must commit to by submission of the DBE Utilization Certification form and, if necessary, by GFE Documentation.

**Disadvantaged Business Enterprise (DBE)** – A business that is owned and operated independently from other businesses and is certified by the Washington State Office of Minority and Women's Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

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

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

**Good Faith Efforts (GFE) Documentation** - The documentation of the Good Faith Effort. GFE Documentation is only required in the event that the Contractor is unable to fulfill the program requirements and shall follow the guidance of 49 CFR Part 26 Appendix A.

**Subcontractor, DBE** – An individual, partnership, firm, corporation, or joint venture who meet the definition of a DBE and who is sublet part of the Contract.

**Supplier, DBE** – A Manufacturer, Regular Dealer, Distributor, or Transaction Facilitator who provides supplies or materials for the Contract. The role a Supplier performs is determined on a contract-by contract basis.

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

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

**Distributor, DBE** –An established DBE firm that engages in the regular sale or lease of the items specified by the contract. A DBE Distributor assumes responsibility for the items it purchases once they leave the point of origin, making it liable for any loss or damage not covered by the carrier's insurance. The Distributor must demonstrate ownership of the items in question and assure all risk for loss or damage during transportation, evidenced by the terms of the purchase order or bill of lading from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributors.

**Transaction Facilitator, DBE** – A DBE firm (packagers, brokers, manufacturer's representatives, etc.) who provides a bona fide service arranging, facilitating, or expediting transactions but does not qualify as a Manufacturer, a Regular Dealer, or a Distributor

#### **DBE COA Goal**

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: \*\*\* 12% \*\*\* which applies to the final Contract amount.

If the Contractor cannot meet the DBE COA Goal, GFE Documentation is required.

Demonstrating compliance with the DBE COA Goal is a Condition of Award of this Contract.

#### **Procedures Prior to Award**

##### **Approval of Regular Dealer and Distributors**

DBE firms proposed to be used as either a Regular Dealer or a Distributor must be approved before being listed as a COA/used on a project. The Approved Regular Dealer list published on WSDOT's Office of Equity and Civil Rights (OECR) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer/Distributor must submit the DBE Regular Dealer/Distributor Affirmation Form (USDOT OMB Control 508v3)a minimum of five calendar days prior to bid opening. The DBE Regular Dealer/Distributor Affirmation Form is located at:  
<https://www.transportation.gov/mission/civil-rights/dbe-regular-dealer-distributor-affirmation>

Requests to be listed as a Regular Dealer/Distributor 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.

#### **Disadvantaged Business Enterprise Utilization**

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

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

1. Force account at 50% of the total amount to be subcontracted
2. Regular dealer at 60% of the cost of the materials or supplies
3. Distributor at 40% of the cost of the materials or supplies
4. Transaction Facilitator not more than 5% of the goods or services

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

Bid Proposals submitted that do not contain a DBE Utilization Certification Form that demonstrates how the Bidder intends to meet the DBE COA Goal will be considered irregular in accordance with Section make the Proposal considered to be irregular in accordance with Section 1-02.13 and will be rejected.

#### **Disadvantaged Business Enterprise Written Confirmation Document(s)**

The Bidder shall submit a Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE Utilization Certification. Failure to do so will result in the associated participation being disallowed, which will cause the Bid to be considered irregular in accordance with Section 1-02.13 and will be rejected.

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

A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the Proposal package for this purpose. The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the associated DBE participation may not be allowed.

1 **DBE Bid Item Breakdown**

2 The Bidder shall submit a DBE Bid Item Breakdown Form (DOT Form 272-054) as  
3 specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.  
4

5 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

6 The successful Bidder shall be selected on the basis of having submitted the lowest  
7 responsive Bid, which demonstrates a good faith effort to achieve the DBE COA  
8 Goal. The Contracting Agency, at any time during the selection process, may request  
9 a breakdown of the bid items and amounts that are counted towards the overall  
10 contract goal for any of the DBEs listed on the DBE Utilization Certification.  
11

12 GFE to achieve the DBE COA Goal may be accomplished in one of two ways:  
13

- 14 1. By meeting the DBE COA Goal  
15 Submission of the DBE Utilization Certification, supporting DBE Written  
16 Confirmation Document(s) showing the Bidder has obtained enough DBE  
17 participation to meet or exceed the DBE COA Goal and the DBE Bid Item  
18 Breakdown  
19
- 20 2. By documentation that the Bidder made adequate GFE to meet the DBE  
21 COA Goal  
22 The Bidder may demonstrate a GFE in whole or part through GFE  
23 Documentation only in the event a Bidder's efforts to solicit sufficient DBE  
24 participation have been unsuccessful. The Bidder must supply GFE  
25 Documentation in addition to the DBE Utilization Certification, supporting  
26 DBE Written Confirmation Document(s) and the DBE Bid Item Breakdown  
27 form.  
28

29 In the case where a Bidder is awarded the contract based on demonstrating  
30 adequate GFE Documentation, the advertised DBE COA Goal will not be reduced.  
31 The Bidder shall demonstrate a GFE during the life of the Contract to attain the  
32 advertised DBE COA Goal.  
33

34 The Contracting Agency will review the GFE Documentation and will determine if the  
35 Bidder made an adequate good faith effort.  
36

37 **Procedures between Award and Execution**

38 **DBE Trucking Credit Form**

39 The successful Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-  
40 058), as specified in the Special Provisions for Section 1-03.3, Execution of Contract.  
41

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

49 **Procedures after Execution**

50 **Commercially Useful Function (CUF)**

51 The Contractor may only take credit for the payments made for Work performed by  
52 a DBE that is determined to be performing a CUF. Payment must be commensurate

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

15  
16 The DBE does not perform a CUF if its role is limited to that of an extra participant in  
17 a transaction, contract, or project through which the funds are passed in order to  
18 obtain the appearance of DBE participation.

19  
20 In order for a DBE traffic control company to be considered to be performing a CUF,  
21 the DBE must be in control of its work inclusive of supervision. The DBE shall employ  
22 a Traffic Control Supervisor who is directly involved in the management and  
23 supervision of the traffic control employees and services.

24  
25 The following are some of the factors that the Engineer will use in determining  
26 whether a DBE trucking company is performing a CUF:

- 27  
28 1. The DBE shall be responsible for the management and supervision of the  
29 entire trucking operation for which it is responsible on the contract. The  
30 owner demonstrates business related knowledge, shows up on site and is  
31 determined to be actively running the business.  
32  
33 2. The DBE itself shall own and operate at least one fully licensed, insured,  
34 and operational truck used on the Contract. The drivers of the trucks owned  
35 and leased by the DBE must be exclusively employed by the DBE and  
36 reflected on the DBE's payroll.  
37  
38 3. Lease agreements for trucks shall indicate that the DBE has exclusive use  
39 of and control over the truck(s). This does not preclude the leased truck  
40 from working for others provided it is with the consent of the DBE and the  
41 lease provides the DBE absolute priority for use of the leased truck.  
42  
43 4. Leased trucks shall display the name and identification number of the DBE.

#### 44 45 **Truck Unit Listing Log**

46 In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking  
47 firm shall submit supplemental information consisting of a completed primary  
48 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) and all Rental/Lease  
49 agreements (if applicable). The supplemental information shall be submitted in an  
50 electronic format to the Engineer prior to any trucking services being performed for  
51 DBE credit. Incomplete or incorrect supplemental information will be returned for  
52 correction. The corrected Primary Truck Unit Listing Log and any Updated Primary

Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

Each DBE trucking firm shall complete a daily DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) for each day that the DBE performs trucking services for DBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses.

\*\*\* [NWRegionOEO@wsdot.wa.gov](mailto:NWRegionOEO@wsdot.wa.gov) \*\*\*

### **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 (WSDOT Form 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

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

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

### **Prompt Payment**

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

### **Reporting**

The Contractor and all subcontractors of any tier, suppliers, service providers, and professional services 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.

1  
2 **Crediting DBE Participation**

3 **General**

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

7  
8 DBE participation is only credited upon payment to the DBE.  
9

10 **DBE Prime Contractor and Subcontractor Participation**

11 Only take credit for the Work that the DBE contractor performs with its own forces  
12 and is certified to perform.

13  
14 If the Prime Contractor, subcontractor, or lower tier subcontractor DBE subcontracts  
15 a portion of the Work of its contract to another firm, the value of the subcontracted  
16 Work may be counted toward the DBE Commitments only if the lower-tier  
17 subcontractor is also a DBE.

18  
19 Work subcontracted to a lower-tier subcontractor that is a DBE may be counted  
20 toward the DBE Commitments only if the lower-tier subcontractor self performs a  
21 minimum of 30 percent of the Work subcontracted to them.

22  
23 Work subcontracted by a DBE contractor to a non-DBE does not count towards the  
24 DBE COA Goal.

25  
26 **DBE Subcontract and Lower Tier Subcontract Documents**

27  
28 **DBE Consultants**

29 A DBE firm providing a bona fide service, such as professional, technical, or  
30 managerial services, specifically required for the performance of the contract will be  
31 credited as DBE participation

32  
33 **Force Account Work**

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

38  
39 One hundred percent of the actual amounts paid to the DBE for the force account  
40 Work shall be credited towards the DBE COA Goal or DBE participation.

41  
42 **Temporary Traffic Control Participation**

43 If the DBE firm only provides "Flagging", the DBE firm must provide a traffic control  
44 supervisor (TCS) and flagger(s), which are under the direct control of the DBE. The  
45 DBE firm shall also provide all flagging equipment for its employees (e.g., paddles,  
46 hard hats, and vests).

47  
48 If the DBE firm provides "Traffic Control Services", the DBE firm must provide a TCS,  
49 flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total  
50 control of all items in implementing the traffic control for the project.  
51

## **Trucking Participation**

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

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

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

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

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

## **DBE Supplier**

The credit of a DBE Supplier is decided on a contract-by-contract basis based on what the role the proposed DBE Supplier will be performing. OECR will make determinations on whether a Supplier qualifies as a Regular Dealer, Distributor, or Transaction Facilitator based on their role for the Contract.

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

**Regular Dealer** - Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward the DBE Goal.

**Distributor** – Forty percent (40%) of the cost of materials or supplies purchased from a DBE Distributor may be credited toward the DBE Goal.

**Transaction Facilitator** - 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 the job site, may toward the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. The reasonable fee shall not exceed 5 percent of the total cost of the goods or 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 the DBE Goal.

## **Changes in COA Work Committed to DBE**

The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless prior written approval by the Engineer has been received by the Contractor. The Contractor shall not be entitled to any payment for work

1 or material completed by the Contractor or subcontractors that was committed to be  
2 completed by the COA DBEs in the DBE Utilization Certification form.

### 3 4 **Changes**

5 In the event a change results in a reduction to Work committed to a COA DBE, the  
6 Contractor shall substitute other remaining Work to that COA DBE if possible, to  
7 avoid a change to the total dollar amount to be applied towards the goal committed  
8 to that COA DBE. If there is a reduction to the total dollar amount to be applied  
9 towards the goal for a COA DBE Commitment, regardless of the reason, it shall be  
10 viewed as DBE termination, and subject to the termination procedures below. A  
11 notification to the DBE shall occur as soon as possible but no later than two weeks  
12 after the Contractor is aware of the upcoming change.

### 13 14 **Original Quantity Underruns**

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

### 18 19 **Contractor Proposed DBE Substitutions**

20 Requests to substitute a COA DBE must be for good cause (see DBE termination  
21 process below) and requires prior written approval of the Engineer. After receiving a  
22 termination with good cause approval, the Contractor may only replace a DBE with  
23 another certified DBE. When changes between Contract Award and Execution result  
24 in a substitution of COA DBE, the substitute DBE shall be certified prior to the bid  
25 opening on the Contract.

### 26 27 **DBE Termination**

28 Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole  
29 or in part for good cause and with prior written approval of the Contracting Agency. If  
30 the Contractor terminates a COA DBE without the prior written approval of the  
31 Contracting Agency, the Contractor shall not be entitled to payment for work or  
32 material committed to, but not performed/supplied by the COA DBE. In addition,  
33 sanctions may apply as described elsewhere in this specification.

34  
35 Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice  
36 in writing to the DBE with a copy to the Engineer of its intent to request to terminate  
37 DBE Work and the reasons for doing so. The DBE shall have five days to respond to  
38 the Contractor's notice. The DBE's response shall either support the termination or  
39 advise the Engineer and the Contractor of the reasons it objects to the termination of  
40 its subcontract.

41  
42 If the request for termination is approved, the Contractor is required to substitute with  
43 another DBE to perform at least the same amount of work as the DBE that was  
44 terminated (or provide GFE Documentation). A plan to replace the COA DBE  
45 Commitment amount shall be submitted to the Engineer within 2 days of the approval  
46 of termination. The plan to replace the Commitment shall provide the same detail as  
47 that required in the DBE Utilization Certification.

48  
49 As mentioned above, the Contractor must have good cause to terminate a COA DBE.

50  
51 Good cause typically includes situations where the DBE subcontractor is unable or  
52 unwilling to perform the work of its subcontract. Good cause may exist if:

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

Good cause does not exist if:

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

#### **Decertification**

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

#### **Good Faith Effort (GFE) Documentation**

GFE Documentation is required and will be evaluated whenever the Contractor is unable to fulfill the program requirement. This evaluation may need to be repeated when:

1. Determining award of a Contract that has COA goal,

2. When a COA DBE is terminated and substitution is required, and
3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.
3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
  - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.
  - b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. GFE Documentation must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

#### **Administrative Reconsideration of GFE Documentation**

A Bidder has the right to request reconsideration if the GFE Documentation submitted with their Bid was determined to be inadequate or without merit. If, during the life of the Contract, the Contractor submits an additional GFE Documentation and the Contracting Agency's GFE Documentation review determines a GFE Documentation is inadequate or has no merit, the Contractor has the right to request reconsideration of the Contracting Agency's determination.

1. The Bidder must request reconsideration within 48 hours of notification of GFE Documentation being inadequate or without merit, or the Bidder forfeits the right to reconsideration.
2. The reconsideration decision on the adequacy or merit of the Bidder's GFE Documentation shall be made by an official who did not take part in the original determination.
3. Only original GFE Documentation submitted as a supplement to the Bid will be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
4. The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE Documentation demonstrates a sufficient effort.
5. The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

1  
2 **Consequences of Non-Compliance**

3 **Breach of Contract**

4 Each contract with a Contractor (and each subcontract the Contractor signs with a  
5 subcontractor) must include the following assurance clause:  
6

7 The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of  
8 race, color, national origin, or sex in the performance of this contract. The Contractor  
9 shall carry out applicable requirements of 49 CFR Part 26 in the award and  
10 administration of DOT-assisted contracts. Failure by the Contractor to carry out  
11 these requirements is a material breach of this Contract, which may result in the  
12 termination of this Contract or such other remedy as the recipient deems appropriate,  
13 which may include, but is not limited to:  
14

15 (1) Withholding monthly progress payments;

16  
17 (2) Assessing sanctions;

18  
19 (3) Liquidated damages; and/or

20  
21 (4) Disqualifying the Contractor from future bidding as non-responsible.  
22

23 If the Contractor or any subcontractor of any tier, supplier, service providers, or  
24 professional services is deemed to be in non-compliance, the Contractor will be  
25 informed in writing by the Engineer that sanctions will be imposed for failure to meet  
26 the DBE COA Commitment and/or submit documentation of good faith efforts. The  
27 notice will state the specific sanctions to be imposed which may include impacting a  
28 Contractor or other entity's ability to participate in future contracts.  
29

30 **Sanctions**

31 If it is determined that the Contractor's failure to meet all or part of the DBE COA  
32 Commitment is due to the Contractor's inadequate good faith efforts throughout the  
33 life of the Contract, including failure to submit timely, required Good Faith Efforts  
34 information and documentation, the Contractor may be required to pay DBE penalty  
35 equal to the amount of the unmet Commitment, in addition to the sanctions outlined  
36 in Section 1-07.11(5).  
37

38 **Payment**

39 Compensation for all costs involved with complying with the conditions of this  
40 Specification and any other associated DBE requirements is included in payment for the  
41 associated Contract items of Work, except otherwise provided in the Specifications.  
42

43 1-07.11(2).GR1

44 ***Contractual Requirements***

45  
46 1-07.11(2).INST1.GR1

47 Section 1-07.11(2) is supplemented with the following:  
48

49 1-07.11(2).OPT1.2025.GR1

50 (January 24, 2024)

- 1 11. The Contractor shall comply with the following nondiscrimination provisions, and  
2 the Contractor shall ensure the nondiscrimination provisions are included in all  
3 subcontracts:  
4
- 5 a. Nondiscrimination Requirement. During the term of this Contract, the  
6 Contractor, including all subcontractors, shall not discriminate on the bases  
7 enumerated at RCW 49.60.530(3). In addition, the Contractor, including all  
8 subcontractors, shall give written notice of this nondiscrimination  
9 requirement to any labor organizations with which the Contractor, or  
10 subcontractor, has a collective bargaining or other agreement.  
11
- 12 b. Obligation to Cooperate. The Contractor, including all subcontractors, shall  
13 cooperate and comply with any Washington state agency investigation  
14 regarding any allegation that the Contractor, including any subcontractor,  
15 has engaged in discrimination prohibited by this Contract pursuant to RCW  
16 49.60.530(3).  
17
- 18 c. Default. Notwithstanding any provision to the contrary, the Contracting  
19 Agency may suspend the Contract in accordance with Section 1-08.6, upon  
20 notice of a failure to participate and cooperate with any state agency  
21 investigation into alleged discrimination prohibited by this Contract,  
22 pursuant to RCW 49.60.530(3). Any such suspension will remain in place  
23 until the Contracting Agency receives notification that Contractor, including  
24 any subcontractor, is cooperating with the investigating state agency. In the  
25 event the Contractor, or subcontractor, is determined to have engaged in  
26 discrimination identified at RCW 49.60.530(3), the Contracting Agency may  
27 terminate this Contract in whole or in part in accordance with Section 1-  
28 08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the  
29 Contractor, subcontractor, or both, may be referred for debarment as  
30 provided in RCW 39.26.200. The Contractor or subcontractor may be given  
31 a reasonable time in which to cure this noncompliance, including  
32 implementing conditions consistent with any court-ordered injunctive relief  
33 or settlement agreement.  
34
- 35 d. Remedies for Breach. Notwithstanding any provision to the contrary, in the  
36 event of Contract termination or suspension for engaging in discrimination,  
37 the Contractor, subcontractor, or both, shall be liable for contract damages  
38 as authorized by law including, but not limited to, any cost difference  
39 between the original contract and the replacement or cover contract and all  
40 administrative costs directly related to the replacement contract, which  
41 damages are distinct from any penalties imposed under Chapter 49.60,  
42 RCW. The Contracting Agency shall have the right to deduct from any  
43 monies due to Contractor or subcontractor, or that thereafter become due,  
44 an amount for damages Contractor or subcontractor will owe Contracting  
45 Agency for default under this Provision.  
46

47 1-07.12.GR1

48 **Federal Agency Inspection**

49  
50 1-07.12.INST1.GR1

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

1-07.12.OPT1.GR1

**(October 3, 2023)**

**Required Federal Aid Provisions**

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

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

1-07.17.GR1

**Utilities and Similar Facilities**

1-07.17.INST1.GR1

Section 1-07.17 is supplemented with the following:

**COE 1-07.17.OPT1.RTF**

(April 2, 2007)

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

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

\*\*\*

**CITY OF EVERETT UTILITIES (SANITARY SEWER, STORMWATER, WATER)**

ATTENTION: GRANT MOEN

TELEPHONE: (425) 257-8800

EMAIL: [GMOEN@EVERETTWA.GOV](mailto:GMOEN@EVERETTWA.GOV)

ADDRESS: PUBLIC WORKS DEPARTMENT

3200 CEDAR ST

EVERETT, WA 98201

**ALDERWOOD WATER & WASTEWATER DISTRICT**

ATTENTION: JOE SKEENS

DESK PHONE: (425) 743-8912

CELL PHONE: (425) 478-8839

EMAIL: JSKEENS@AWWD.COM

ADDRESS: 15204 35TH AVE W

LYNNWOOD, WA 98087-5021

**LUMEN**

1 ATTENTION: CHRISTIAN MARSHALL  
2 DESK PHONE: (206) 485-5322  
3 CELL PHONE: (206) 485-5322  
4 EMAIL: CHRISTIAN.MARSHALL@LUMEN.COM  
5 ADDRESS: 1208 NE 64<sup>TH</sup> STREET  
6 SEATTLE, WA 98115-6722  
7  
8 **COMCAST**  
9 ATTENTION: JOHN WARRICK – RESIDENTIAL  
10 DESK PHONE: (425) 263-5328  
11 CELL PHONE: (425) 757-1794  
12 EMAIL: [JOHN\\_WARRICK@CABLE.COMCAST.COM](mailto:JOHN_WARRICK@CABLE.COMCAST.COM)  
13 ADDRESS: 1525 – 75<sup>TH</sup> ST SW STE #200  
14 EVERETT, WA 98203  
15  
16 ATTENTION: CASEY BROWN  
17 DESK PHONE: (425) 263-5345  
18 CELL PHONE: (425) 754-0064  
19 EMAIL: [CASEY\\_BROWN2@CABLE.COMCAST.COM](mailto:CASEY_BROWN2@CABLE.COMCAST.COM)  
20 ADDRESS: 1525 – 75<sup>TH</sup> ST SW STE #200  
21 EVERETT, WA 98203  
22  
23 ATTENTION: SHANE TURNER  
24 DESK PHONE:  
25 CELL PHONE: (425) 316-9405  
26 EMAIL: [SHANE\\_TURNER2@CABLE.COMCAST.COM](mailto:SHANE_TURNER2@CABLE.COMCAST.COM)  
27 ADDRESS: 400 SEQUIOA DR  
28 BELLINGHAM, WA 98226  
29  
30 **ZIPLY COMMUNICATIONS**  
31 ATTENTION: SAMANTHA JOHNSTON (EVERETT)  
32 DESK PHONE:  
33 CELL PHONE: (208) 810-5640  
34 EMAIL: SAMANTHA.JOHNSTON1@ZIPLY.COM  
35 ADDRESS:  
36  
37 ATTENTION: MIKE HAKAHAN (SILVER LAKE)  
38 DESK PHONE:  
39 CELL PHONE: (425) 949-0230  
40 EMAIL: MIKE.HAKAHAN@ZIPLY.COM  
41 ADDRESS:  
42  
43 **MUKILTEO WATER DISTRICT**  
44 ATTENTION: RICK MATTHEWS  
45 DESK PHONE: (425) 355-3355  
46 CELL PHONE: (425) 359-1021  
47 EMAIL: RICKM@MUKILTEOWWD.ORG  
48 ADDRESS: 7824 MUKILTEO SPEEDWAY  
49 MUKILTEO, WA 98275  
50  
51 **PUGET SOUND ENERGY**  
52 ATTENTION: MARDY PUNTENEY

1 DESK PHONE:  
2 CELL PHONE: (425) 754-8053  
3 EMAIL: MARDY.PUNTENEY@PSE.COM  
4 ADDRESS: 3630 RAILWAY AVE  
5 EVERETT, WA 98201  
6

7 **RUBATINO REFUSE**  
8 ATTENTION:  
9 DESK PHONE: (425) 259-0044  
10 CELL PHONE:  
11 EMAIL: INFO@RUBATINO.COM  
12 MAILING  
13 ADDRESS: P.O. BOX 1029  
14 EVERETT, WA 98206  
15

16 **SILVER LAKE WATER DISTRICT**  
17 ATTENTION: SCOTT SMITH  
18 DESK PHONE: (425) 337-3647 EXT. 216  
19 CELL PHONE:  
20 EMAIL: SSMITH@SLWSD.COM  
21 ADDRESS: 15205 41ST AVE SE  
22 BOTHELL, WA 98201-6114  
23  
24

25 **SNOHOMISH COUNTY PUD #1**  
26 ATTENTION: ANDRA SHAUGHNESSY FLAHERTY  
27 DESK PHONE: (425) 783-4419  
28 CELL PHONE: (425) 345-0312  
29 EMAIL: ALFLAHERTY@SNOPUD.COM  
30 ADDRESS: P.O. BOX 1107  
31 EVERETT, WA 98206  
32

33 **WAVE/ASTOUND COMMUNICATION**  
34 ATTENTION: JIM BIGGS  
35 DESK PHONE: (206) 786-8720  
36 CELL PHONE:  
37 EMAIL: JIM.BIGGS@ASTOUND.COM  
38 WA-CONSTRUCTION@ASTOUND.COM  
39 ADDRESS: 4766 1<sup>ST</sup> AVE S  
40 SEATTLE, WA 98134  
41

42 \*\*\*

43 **COE 1-07.18.RTF**  
44 **1-07.18 Public Liability and Property Damage Insurance**  
45

46 Delete this section in its entirety, and replace it with the following:  
47

48 **1-07.18 Insurance**  
49 *(January 4, 2024 APWA GSP)*  
50

51 **1-07.18(1) General Requirements**

- 1 A. The Contractor shall procure and maintain the insurance described in all subsections of  
2 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best  
3 rating of not less than A-: VII and licensed to do business in the State of Washington.  
4 The Contracting Agency reserves the right to approve or reject the insurance provided,  
5 based on the insurer's financial condition.  
6
- 7 B. The Contractor shall keep this insurance in force without interruption from the  
8 commencement of the Contractor's Work through the term of the Contract and for thirty  
9 (30) days after the Physical Completion date, unless otherwise indicated below.  
10
- 11 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of  
12 all subsequent renewals, shall be no later than the effective date of this Contract. The  
13 policy shall state that coverage is claims made and state the retroactive date. Claims-  
14 made form coverage shall be maintained by the Contractor for a minimum of 36 months  
15 following the Completion Date or earlier termination of this Contract, and the Contractor  
16 shall annually provide the Contracting Agency with proof of renewal. If renewal of the  
17 claims made form of coverage becomes unavailable, or economically prohibitive, the  
18 Contractor shall purchase an extended reporting period ("tail") or execute another form of  
19 guarantee acceptable to the Contracting Agency to assure financial responsibility for  
20 liability for services performed.  
21
- 22 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or  
23 Umbrella Liability insurance policies shall be primary and non-contributory insurance as  
24 respects the Contracting Agency's insurance, self-insurance, or self-insured pool  
25 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the  
26 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute  
27 with it.  
28
- 29 E. The Contractor shall provide the Contracting Agency and all additional insureds with  
30 written notice of any policy cancellation, within two business days of their receipt of such  
31 notice.  
32
- 33 F. The Contractor shall not begin work under the Contract until the required insurance has  
34 been obtained and approved by the Contracting Agency  
35
- 36 G. Failure on the part of the Contractor to maintain the insurance as required shall  
37 constitute a material breach of contract, upon which the Contracting Agency may, after  
38 giving five business days' notice to the Contractor to correct the breach, immediately  
39 terminate the Contract or, at its discretion, procure or renew such insurance and pay any  
40 and all premiums in connection therewith, with any sums so expended to be repaid to the  
41 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
42 offset against funds due the Contractor from the Contracting Agency.  
43
- 44 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
45 of the Contract and no additional payment will be made.  
46
- 47 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or  
48 maintaining coverage, to satisfy insurance requirements for any policy required under  
49 this Section. A "wrap up policy" is defined as an insurance agreement or arrangement  
50 under which all the parties working on a specified or designated project are insured  
51 under one policy for liability arising out of that specified or designated project.  
52

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

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

- 5     ▪ the Contracting Agency and its officers, elected officials, employees, agents, and  
6         volunteers  
7

8 The above-listed entities shall be additional insured(s) for the full available limits of liability  
9 maintained by the Contractor, irrespective of whether such limits maintained by the  
10 Contractor are greater than those required by this Contract, and irrespective of whether the  
11 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits  
12 lower than those maintained by the Contractor.  
13

14 For Commercial General Liability insurance coverage, the required additional insured  
15 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing  
16 operations and CG 20 37 10 01 for completed operations.  
17

18 **1-07.18(3) Subcontractors**

19 The Contractor shall cause each subcontractor of every tier to provide insurance coverage  
20 that complies with all applicable requirements of the Contractor-provided insurance as set  
21 forth herein, except the Contractor shall have sole responsibility for determining the limits of  
22 coverage required to be obtained by subcontractors.  
23

24 The Contractor shall ensure that all subcontractors of every tier add all entities listed in  
25 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by  
26 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20  
27 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.  
28

29 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
30 Agency evidence of insurance and copies of the additional insured endorsements of each  
31 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.  
32

33 **1-07.18(4) Verification of Coverage**

34 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
35 endorsements for each policy of insurance meeting the requirements set forth herein when  
36 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to  
37 demand such verification of coverage with these insurance requirements or failure of  
38 Contracting Agency to identify a deficiency from the insurance documentation provided shall  
39 not be construed as a waiver of Contractor's obligation to maintain such insurance.  
40

41 Verification of coverage shall include:

- 42 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.  
43 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
44 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may  
45 submit a copy of any blanket additional insured clause from its policies instead of a  
46 separate endorsement.  
47 3. Any other amendatory endorsements to show the coverage required herein.  
48 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy  
49 these requirements – actual endorsements must be submitted.  
50

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

#### **1-07.18(5) Coverages and Limits**

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

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

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

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

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

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

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

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

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

Such policy must provide the following minimum limit:

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

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

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

**COE 1-07.18(5)D.RTF**

**1-07.18(5)D Excess or Umbrella Liability**

*(January 4, 2016 APWA GSP)*

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

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

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

**1-07.18(5)E.rtf**

**1-07.18(5)E LHWCA Insurance**

*(January 4, 2016 APWA GSP)*

If this Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

\$1,000,000	Bodily Injury by Accident – each accident
\$1,000,000	Bodily Injury by Disease – each employee
\$1,000,000	Bodily Injury by Disease – policy limits

**COE 1-07.18(5)J.RTF**

**1-07.18(5)J Pollution Liability**

*(January 4, 2016 APWA GSP)*

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

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

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

Such Pollution Liability policy shall provide the following minimum limits:

\*\*\* **\$2,000,000** \*\*\* each loss and annual aggregate

1-07.23.GR1

## Public Convenience and Safety

1-07.23(1).GR1

### **Construction Under Traffic**

1-07.23(1).INST1.GR1

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

F1-07.23(1).OPT5.DOCX

(February 6, 2023)

Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

#### **\*\*\* Fulton St – Pacific Ave to Hewitt Ave**

Street closures will be allowed for up to one half block for up to 14 days.  
One business access on the west side shall remain open at all times.

#### **Fulton St – Hewitt Ave to California St**

Street closures will be allowed for grinding and paving operations for up to a total of 3 days. The street will be open to traffic at night unless paving operations begin the morning following the completion of grinding operations.

#### **Other**

All construction activity that blocks access to private property shall be coordinated with the Engineer five (5) days prior. At that time, contractor shall also provide notification of access limitation to the affected property owner(s)

\*\*\*

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After \*\*\* 10:00 pm \*\*\* on the day prior to a holiday or holiday weekend, and
4. Before \*\*\* 7:00 am \*\*\* on the day after the holiday or holiday weekend.

1 It shall be the Contractor's responsibility to obtain the dates and times of all  
2 events.

3  
4 **Traffic Delays**

5 When Automated Flagger Assistance Devices (AFADs) or flaggers are used to  
6 control traffic, traffic shall not be stopped for more than \*\*\* 20 \*\*\* minutes at any time.  
7 All traffic congestion shall be allowed to clear before traffic is delayed again.

8  
9 If the delay becomes greater than \*\*\* 20 \*\*\* minutes, the Contractor shall immediately  
10 begin to take action to cease the operations that are causing the delays. If the \*\*\* 20  
11 \*\*\* minute delay limit has been exceeded, as determined by the Engineer, the  
12 Contractor shall provide to the Engineer, a written proposal to revise his work  
13 operations to meet the \*\*\* 20 \*\*\* minute limit. This proposal shall be accepted by the  
14 Engineer prior to resuming any work requiring traffic control.

15  
16 There shall be no delay to medical, fire, or other emergency vehicles. The Contractor  
17 shall alert all flaggers and personnel of this requirement.

18  
19 **General Restrictions**

20 Construction vehicles using a closed traffic lane shall travel only in the normal  
21 direction of traffic flow unless expressly allowed in an accepted traffic control plan.  
22 Construction vehicles shall be equipped with flashing or rotating amber lights.

23  
24 No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same  
25 time and only one ramp at an interchange shall be closed, unless specifically shown  
26 in the Plans.

27  
28 Roads or ramps that are designated as part of a detour shall not be closed or  
29 restricted during the implementation of that detour, unless specifically shown in the  
30 Plans.

31  
32 **Controlled Access**

33 No special access or egress shall be allowed by the Contractor other than normal  
34 legal movements or as shown in the Plans.

35  
36 Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to  
37 public traffic except as follows:

38  
39 Egress and ingress shall only occur during the hours of allowable lane closures,  
40 and:

- 41  
42 1. For exiting an open lane of traffic, by decelerating in a lane that is  
43 closed during the allowable hours for lane closures.  
44  
45 2. For entering an open lane of traffic, by accelerating in a closed lane  
46 during the allowable hours for lane closures.  
47

48 Traffic control vehicles are excluded from the gross vehicle weight requirement. If  
49 placing construction signs will restrict traveled lanes, then the work will be permitted  
50 during the hours of allowable lane closures.  
51

1           **Advance Notification**  
2           The Contractor shall notify the Engineer in writing of any traffic impacts related to  
3           lane closure, shoulder closure, sidewalk closure, or any combination for the week by  
4           12:00 p.m. (noon) Wednesday the week prior to the stated impacts.  
5  
6           The Contractor shall notify the Engineer in writing ten working days in advance of  
7           any traffic impacts related to full roadway closure, ramp closure, or both.  
8  
9           The Contractor shall notify the Engineer in writing of any changes to the stated traffic  
10          impacts a minimum of 48 hours prior to the traffic impacts.

11  
12       **1-07.23(1).RTF**  
13       **1-07.23(1) Construction Under Traffic**  
14       *(May 2, 2017 APWA GSP)*

15  
16       Revise the third sentence of the second paragraph to read:  
17

18           Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if  
19           approved by the Contracting Agency activating pedestrian recall timing or other  
20           accommodation may be allowed during construction.

21  
22       1-07.24.GR1  
23       **Rights of Way**

24  
25       1-08.GR1  
26       **Prosecution and Progress**

27  
28       **1-08.0.RTF**

29       **1-08 PROSECUTION AND PROGRESS**

30  
31       Add the following new section:  
32

33           **1-08.0 Preliminary Matters**  
34           *(May 25, 2006 APWA GSP)*

35  
36       **1-08.0(1).RTF**  
37       Add the following new section:

38  
39           **1-08.0(1) Preconstruction Conference**  
40           *(October 10, 2008 APWA GSP)*

41  
42           Prior to the Contractor beginning the work, a preconstruction conference will be held  
43           between the Contractor, the Engineer and such other interested parties as may be  
44           invited. The purpose of the preconstruction conference will be:  
45           1. To review the initial progress schedule;  
46           2. To establish a working understanding among the various parties associated or  
47           affected by the work;  
48           3. To establish and review procedures for progress payment, notifications, approvals,  
49           submittals, etc.;

4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

#### **1-08.0(2).RTF**

Add the following new section:

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

*(December 8, 2014 APWA GSP)*

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than \*\*\*72 hours for day work and 30 days for night work\*\*\* prior to the day(s) the Contractor is requesting to change the hours.

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

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

1 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met  
2 and recorded properly on certified payroll  
3

4 **1-08.1.OptionA.RTF**

5  
6 **1-08.1 Subcontracting**  
7 *(December 30, 2022 APWA GSP, Option A)*  
8

9 Section 1-08.1 is supplemented with the following:  
10

11 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor  
12 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written  
13 agreement between the Contractor and the subcontractor or between the subcontractor  
14 and any lower tier subcontractor has been executed. This certification shall also  
15 guarantee that these subcontract agreements include all the documents required by the  
16 Special Provision Federal Agency Inspection.  
17

18 A subcontractor or lower tier subcontractor will not be permitted to perform any work  
19 under the contract until the following documents have been completed and submitted to  
20 the Engineer:  
21

- 22 1. Request to Sublet Work (WSDOT Form 421-012), and  
23  
24 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-  
25 aid Projects (WSDOT Form 420-004).  
26

27 The Contractor shall submit to the Engineer a completed Monthly Retainage Report  
28 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress  
29 payment until every subcontractor and lower tier subcontractor's retainage has been  
30 released.  
31

32 The Contractor's records pertaining to the requirements of this Special Provision shall be  
33 open to inspection or audit by representatives of the Contracting Agency during the life of  
34 the contract and for a period of not less than three years after the date of acceptance of  
35 the contract. The Contractor shall retain these records for that period. The Contractor  
36 shall also guarantee that these records of all subcontractors and lower tier  
37 subcontractors shall be available and open to similar inspection or audit for the same  
38 time period.  
39

40 1-08.1(7).GR1

41 ***Payments to Subcontractors and Lower-Tier Subcontractors***  
42

43 **1-08.1(7)A.OPT1.2025.GR1**

44 (July 2, 2024)

45 The Contractor shall report the actual amounts paid to all firms that were used  
46 as subcontractors of any tier, materials suppliers, manufacturers, regular  
47 dealers, or service providers on the Contract, including all Disadvantaged,  
48 Minority, Small, Veteran, or Women's Business Enterprise firms. The following  
49 do not need reported: (1) retail sales or services that are paid for at the time of

1 purchase; (2) payments to materials suppliers or manufacturers that are in  
2 normal course of business. The Contractor shall report this information by  
3 entering it into the Contracting Agency's Diversity Management and Compliance  
4 System at: <https://wsdot.diversitycompliance.com>. Payments shall be reported  
5 no later than the 20<sup>th</sup> of the month for all payments made to firms during the  
6 previous calendar month. For example, the Contractor shall enter all payments  
7 made to firms during the month of March into DMCS by April 20<sup>th</sup>. Payments  
8 shall be reported between execution of the Contract and the Contract  
9 Completion Date. When no Work occurred or no payments were made for a firm,  
10 the reported payment shall be zero.

11  
12 1-08.1(7)C.GR1

13 **Subcontractor Retainage**

14  
15 1-08.1(7)C.INST1.GR1

16 The first sentence in the last paragraph of Section 1-08.1(7)C is revised to read:

17  
18 1-08.1(7)C.OPT1.2025.GR1

19 (February 13, 2024)

20 If the Contractor fails to comply with the requirements of this Section and the  
21 first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the  
22 Contractor will be subject to the actions described in Section 1-08.1(10).

23  
24 1-08.1(9).GR1

25 **Required Subcontract Clauses**

26  
27 **1-08.1(9).OptionA.RTF**

28 *(September 3, 2024 APWA GSP, Option A)*

29  
30 Section 1-08.1(9) is supplemented with the following:

31  
32 **Submittal of Executed DBE Subcontracts**

33 Prior to a DBE performing Work on the Contract, an executed subcontract between the  
34 DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts  
35 shall be submitted by email to the following email address for the region administering the  
36 Contract:

37  
38 Sbridge@everettwa.gov  
39 NWRegionOEO@WSDOT.WA.GOV

40 1-08.1(9)B.GR1

41 **Clauses Required in Subcontracts of All Tiers**

42  
43 1-08.1(9)B.INST1.GR1

44 The second paragraph of Section 1-08.1(9)B is supplemented with the following:

45  
46 1-08.1(9)B.OPT1.2025.GR1

47 (January 24, 2024)

48 16. 1-07.11 **Requirements for Nondiscrimination** – Item 11 from Section 1-  
49 07.11(2).

50

1 1-08.3.GR1

2 **Progress Schedule**

3  
4 **COE1-08.3(2)A.RTF**

5 **1-08.3(2)A Type A Progress Schedule**

6 *(December 30, 2022 APWA GSP)*

7  
8 Revise this section to read:

9  
10 The Contractor shall submit \*\*\*3\*\*\* copies of a Type A Progress Schedule no later than at  
11 the preconstruction conference, or some other mutually agreed upon submittal time. The  
12 schedule may be a critical path method (CPM) schedule, bar chart, or other standard  
13 schedule format. Regardless of which format used, the schedule shall identify the critical  
14 path. The Engineer will evaluate the Type A Progress Schedule and approve or return the  
15 schedule for corrections within 15 calendar days of receiving the submittal.

16  
17 **1-08.3(2)D.rtf**

18 **1-08.3(2)D Preliminary Progress Schedules**

19 *(January 4, 2024 APWA GSP)*

20  
21 Revise the second paragraph to read:

- 22  
23 1. The preliminary progress schedule shall be submitted no later than the  
24 preconstruction conference for all Type B and Type C progress schedules.

25  
26 **1-08.4.RTF**

27 **1-08.4 Prosecution of Work**

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

30  
31 **1-08.4 Notice to Proceed and Prosecution of Work**

32 *(July 23, 2015 APWA GSP)*

33  
34 Notice to Proceed will be given after the contract has been executed and the contract  
35 bond and evidence of insurance have been approved and filed by the Contracting  
36 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
37 has been given by the Engineer. The Contractor shall commence construction activities  
38 on the project site within ten days of the Notice to Proceed Date, unless otherwise  
39 approved in writing. The Contractor shall diligently pursue the work to the physical  
40 completion date within the time specified in the contract. Voluntary shutdown or slowing  
41 of operations by the Contractor shall not relieve the Contractor of the responsibility to  
42 complete the work within the time(s) specified in the contract.

43  
44 When shown in the Plans, the first order of work shall be the installation of high visibility  
45 fencing to delineate all areas for protection or restoration, as described in the Contract.  
46 Installation of high visibility fencing adjacent to the roadway shall occur after the  
47 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
48 Upon construction of the fencing, the Contractor shall request the Engineer to inspect the  
49 fence. No other work shall be performed on the site until the Contracting Agency has  
50 accepted the installation of high visibility fencing, as described in the Contract.

1 1-08.5.GR1

2 **Time for Completion**

3  
4 1-08.5.INST2.GR1

5 Section 1-08.5 is supplemented with the following:

6  
7 **F1-08.5.OPT7.DOCX**

8 (March 13, 1995)

9 This project shall be physically completed within \*\*\* forty eight (48) \*\*\* working days.

10  
11 **1-08.5.OptionA.RTF**

12 **1-08.5 Time for Completion**

13 *(December 30, 2022 APWA GSP, Option A)*

14  
15  
16 Revise the third and fourth paragraphs to read:

17  
18 Contract time shall begin on the first working day following the Notice to Proceed Date.

19  
20 Each working day shall be charged to the contract as it occurs, until the contract work is  
21 physically complete. If substantial completion has been granted and all the authorized  
22 working days have been used, charging of working days will cease. Each week the  
23 Engineer will provide the Contractor a statement that shows the number of working days:  
24 (1) charged to the contract the week before; (2) specified for the physical completion of  
25 the contract; and (3) remaining for the physical completion of the contract. The statement  
26 will also show the nonworking days and all partial or whole days the Engineer declares  
27 as unworkable The statement will be identified as a Written Determination by the  
28 Engineer. If the Contractor does not agree with the Written Determination of working  
29 days, the Contractor shall pursue the protest procedures in accordance with Section 1-  
30 04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be  
31 deemed as having accepted the statement as correct. If the Contractor is approved to  
32 work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week  
33 in which a 4-10 shift is worked would ordinarily be charged as a working day then the  
34 fifth day of that week will be charged as a working day whether or not the Contractor  
35 works on that day.

36  
37 Revise the sixth paragraph to read:

38  
39 The Engineer will give the Contractor written notice of the completion date of the contract  
40 after all the Contractor's obligations under the contract have been performed by the  
41 Contractor. The following events must occur before the Completion Date can be  
42 established:

- 43 1. The physical work on the project must be complete; and
- 44 2. The Contractor must furnish all documentation required by the contract and required
- 45 by law, to allow the Contracting Agency to process final acceptance of the contract.
- 46 The following documents must be received by the Project Engineer prior to
- 47 establishing a completion date:
- 48 a. Certified Payrolls (per Section 1-07.9(5)).
- 49 b. Material Acceptance Certification Documents
- 50 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
- 51 Contract Provisions.

- 1 d. Final Contract Voucher Certification  
2 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor  
3 and all Subcontractors  
4 f. A copy of the Notice of Termination sent to the Washington State Department of  
5 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the  
6 Notice of Termination by Ecology; and no rejection of the Notice of Termination  
7 by Ecology. This requirement will not apply if the Construction Stormwater  
8 General Permit is transferred back to the Contracting Agency in accordance with  
9 Section 8-01.3(16).  
10 g. Property owner releases per Section 1-07.24  
11

12 1-08.6.GR1

13 **Suspension of Work**

14  
15 1-08.6.INST1.GR1

16 Section 1-08.6 is supplemented with the following:  
17

18 **F1-08.6.OPT2.DOCX**

19 (February 6, 2023)

20 Contract time may be suspended for procurement of critical materials (Procurement  
21 Suspension). In order to receive a Procurement Suspension, the Contractor shall within  
22 21 calendar days after execution by the Contracting Agency, place purchase orders for  
23 all materials deemed critical by the Contracting Agency for physical completion of the  
24 contract. The Contractor shall provide copies of purchase orders for the critical materials.  
25 Such purchase orders shall disclose the purchase order date and estimated delivery  
26 dates for such critical material.  
27

28 The Contractor shall show procurement of the materials listed below as activities in the  
29 Progress Schedule. If the approved Progress Schedule indicates that the materials  
30 procurement are critical activities, and if the Contractor has provided documentation that  
31 purchase orders are placed for the critical materials within the prescribed 21 calendar  
32 days, then contract time will be suspended upon physical completion of all critical work  
33 except that work dependent upon the below listed critical materials:  
34

35 \*\*\* Video Detection Camera \*\*\*  
36

37 Charging of contract time will resume upon delivery of the critical materials to the  
38 Contractor or \*\*\* 35 \*\*\* calendar days after execution by the Contracting Agency,  
39 whichever occurs first.  
40

41  
42 1-08.9.GR1

43 **Liquidated Damages**

44  
45 1-08.9.INST1.GR1

46 Section 1-08.9 is supplemented with the following:  
47

**F1-08.9.OptionA Liquid Dam.DOCX**

**1-08.9 Liquidated Damages**

*(March 3, 2021 APWA GSP, Option A)*

Replace Section 1-08.9 with the following:

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

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \*\*\* \$1,150 \*\*\* for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

**1-09.2(1).OptionB.rtf**

**1-09.2(1) General Requirements for Weighing Equipment**

*(January 4, 2024 APWA GSP, Option B)*

Revise item 4 of the fifth paragraph to read:

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

1 **1-09.2(5).RTF**  
2 **1-09.2(5) Measurement**  
3 *(December 30, 2022 APWA GSP)*  
4

5 Revise the first paragraph to read:  
6

7 **Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform  
8 verification checks on the accuracy of each batch, hopper, or platform scale used in  
9 weighing contract items of Work.

10  
11 **1-09.6.RTF**  
12 **1-09.6 Force Account**  
13 *(December 30, 2022 APWA GSP)*  
14

15 Supplement this section with the following:  
16

17 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
18 all items to be paid per force account, only to provide a common proposal for Bidders. All  
19 such dollar amounts are to become a part of Contractor's total bid. However, the  
20 Contracting Agency does not warrant expressly or by implication, that the actual amount  
21 of work will correspond with those estimates. Payment will be made on the basis of the  
22 amount of work actually authorized by the Engineer.  
23

24 **1-09.7.RTF**  
25 **1-09.7 Mobilization**  
26 *(December 30, 2022 APWA GSP)*  
27

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

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

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

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

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

1 Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of  
2 the total original Contract amount, whichever is the least, will be paid.  
3 3. When the Substantial Completion Date has been established for the project,  
4 payment of any remaining amount Bid for mobilization will be paid.  
5  
6 Nothing herein shall be construed to limit or preclude partial payments otherwise provided  
7 by the Contract.  
8  
9 1-09.8.GR1  
10 **Payment For Material On Hand**  
11  
12 1-09.8.INST1.GR1  
13 The last paragraph of Section 1-09.8 is revised to read:  
14  
15 1-09.8.OPT1.GR1  
16 (August 3, 2009)  
17 The Contracting Agency will not pay for material on hand when the invoice cost is less  
18 than \$2,000. As materials are used in the work, credits equaling the partial payments for  
19 them will be taken on future estimates. Each month, no later than the estimate due date,  
20 the Contractor shall submit a letter to the Engineer that clearly states: 1) the amount  
21 originally paid on the invoice (or other record of production cost) for the items on hand, 2)  
22 the dollar amount of the material incorporated into each of the various work items for the  
23 month, and 3) the amount that should be retained in material on hand items. If work is  
24 performed on the items and the Contractor does not submit a letter, all of the previous  
25 material on hand payment will be deducted on the estimate. Partial payment for materials  
26 on hand shall not constitute acceptance. Any material will be rejected if found to be faulty  
27 even if partial payment for it has been made.  
28  
29 1-09.9.GR1  
30 **Payments**  
31  
32 **1-09.9(Payments).RTF**  
33 **1-09.9 Payments**  
34 *(July 8, 2024, APWA GSP, Option B)*  
35  
36 Delete the fourth paragraph and replace it with the following:  
37  
38 Progress payments for completed work and material on hand will be based upon  
39 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
40 established at the preconstruction conference.  
41  
42 The initial progress estimate will be made not later than 30 days after the Contractor  
43 commences the work, and successive progress estimates will be made every month  
44 thereafter until the Completion Date. Progress estimates made during progress of the  
45 work are tentative, and made only for the purpose of determining progress payment.  
46 The progress estimates are subject to change at any time prior to the calculation of the  
47 Final Payment.  
48  
49 The value of the progress estimate will be the sum of the following:  
50 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of  
51 work completed multiplied by the unit price.

- 1           2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
2           breakdown for that item, or absent such a breakdown, based on the Engineer's  
3           determination.  
4           3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site  
5           or other storage area approved by the Engineer.  
6           4. Change Orders — entitlement for approved extra cost or completed extra work as  
7           determined by the Engineer.  
8

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

- 10           1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;  
11           2. The amount of Progress Payments previously made; and  
12           3. Funds withheld by the Contracting Agency for disbursement in accordance with the  
13           Contract Documents.  
14

15           Progress payments for work performed shall not be evidence of acceptable performance  
16           or an admission by the Contracting Agency that any work has been satisfactorily  
17           completed. The determination of payments under the contract will be final in accordance  
18           with Section 1-05.1.  
19

20           1-09.9(1).GR1

21           ***Retainage***  
22

23           1-09.9(1).INST1.GR1

24           Section 1-09.9(1) content and title is deleted and replaced with the following:  
25

26           1-09.9(1).OPT1.GR1

27           **(June 27, 2011)**

28           **Vacant**  
29

30           **1-09.11(3).RTF**

31           **1-09.11(3) Time Limitation and Jurisdiction**

32           *(December 30, 2022 APWA GSP)*  
33

34           Revise this section to read:  
35

36           For the convenience of the parties to the Contract it is mutually agreed by the parties that  
37           all claims or causes of action which the Contractor has against the Contracting Agency  
38           arising from the Contract shall be brought within 180 calendar days from the date of final  
39           acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further  
40           agreed that all such claims or causes of action shall be brought only in the Superior Court  
41           of the county where the Contracting Agency headquarters is located, provided that where  
42           an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.  
43           The parties understand and agree that the Contractor's failure to bring suit within the time  
44           period provided, shall be a complete bar to all such claims or causes of action. It is further  
45           mutually agreed by the parties that when claims or causes of action which the Contractor  
46           asserts against the Contracting Agency arising from the Contract are filed with the  
47           Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency  
48           to have timely access to all records deemed necessary by the Contracting Agency to assist  
49           in evaluating the claims or action.  
50

1 **1-09.13(3)A.RTF**  
2 **1-09.13(3)A Arbitration General**  
3 *(January 19, 2022 APWA GSP)*  
4

5 Revise the third paragraph to read:  
6

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

15 **1-09.13(4).RTF**  
16 **1-09.13(4) Venue for Litigation**  
17 *(December 30, 2022 APWA GSP)*  
18

19 Revise this section to read:  
20

21 Litigation shall be brought in the Superior Court of the county in which the Contracting  
22 Agency's headquarters is located, provided that where claims are asserted against a  
23 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is  
24 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the  
25 Contracting Agency to have timely access to all records deemed necessary by the  
26 Contracting Agency to assist in evaluating the claims or action.  
27

28 1-10.GR1  
29 **Temporary Traffic Control**  
30  
31 1-10.2.GR1  
32 **Traffic Control Management**  
33

34 1-10.2.INST1.GR1  
35 Section 1-10.2 is supplemented with the following:  
36

37 1-10.2.OPT1.GR1  
38 ***(November 2, 2022)***  
39 ***Work Zone Safety Contingency***

40 Enhancements to improve the effectiveness of the accepted traffic control plans to  
41 increase the safety of the work zones shall be discussed on a weekly basis between the  
42 Contractor and the Contracting Agency. Enhancements shall be mutually agreed upon by  
43 the Contractor and Engineer prior to performing any Work to implement the enhancement.  
44

45 Enhancements do not include the use of Uniformed Police Officers or WSP, address  
46 changes to the allowed work hour restrictions, or changes to the staging plans in the  
47 Contract (if applicable). If allowed by the Engineer, these items will be addressed in  
48 accordance with Section 1-04.4.  
49

50 The Contractor shall be solely responsible for submitting any traffic control plan revision  
51 to implement the enhancement in accordance with Section 1-10.2(2).  
52

1 1-10.2(1).GR1  
2 **General**  
3  
4 1-10.2(1).INST1.GR1  
5 Section 1-10.2(1) is supplemented with the following:  
6  
7 1-10.2(1).OPT1.GR1  
8 (October 3, 2022)  
9 The Traffic Control Supervisor shall be certified by one of the following:  
10  
11 The Northwest Laborers-Employers Training Trust  
12 27055 Ohio Ave.  
13 Kingston, WA 98346  
14 (360) 297-3035  
15 <https://www.nwlett.edu>  
16  
17 Evergreen Safety Council  
18 12545 135<sup>th</sup> Ave. NE  
19 Kirkland, WA 98034-8709  
20 1-800-521-0778  
21 <https://www.esc.org>  
22  
23 The American Traffic Safety Services Association  
24 15 Riverside Parkway, Suite 100  
25 Fredericksburg, Virginia 22406-1022  
26 Training Dept. Toll Free (877) 642-4637  
27 Phone: (540) 368-1701  
28 <https://atssa.com/training>  
29  
30 Integrity Safety  
31 13912 NE 20th Ave.  
32 Vancouver, WA 98686  
33 (360) 574-6071  
34 <https://www.integritysafety.com>  
35  
36 US Safety Alliance  
37 (904) 705-5660  
38 <https://www.ussafetyalliance.com>  
39  
40 K&D Services Inc.  
41 2719 Rockefeller Ave.  
42 Everett, WA 98201  
43 (800) 343-4049  
44 <https://www.kndservices.net>  
45  
46 1-10.3.GR1  
47 **Traffic Control Labor, Procedures and Devices**  
48  
49 1-10.3(1).GR1  
50 **Traffic Control Labor**  
51

1 **COE 1-10.3(1)C FED.RTF**

2 **COE 1-10.3(1)C FED.RTF**

3 [City of Everett, January 19, 2020 (WSDOT approved 1/8/20, amended 3/2/23)]

4 Section 1-10.3(1)C is added as follows:

5  
6 **1-10.3(1)C Uniformed Police Officer**

7 **(\*\*\*\*\*)**

8  
9 The Contractor shall provide commissioned uniformed police control at any time a  
10 signalized intersection is dark, flashing red, or inoperative, such as during grinding  
11 or paving operations where the traffic signal must be put into flashing operation.  
12 Signalized intersections shall not be police controlled between the hours of 6:00am  
13 and 8:30am nor 12:00pm to 7:30pm, unless approved by the Engineer.

14  
15 The following list is provided for contractor convenience for the Coordination of  
16 commissioned uniformed Police control personnel:

- 17  
18 1. City of Everett Police Officers Association  
19 Post Office Box 1253  
20 Everett, WA 98201  
21 Contacts:  
22 Detective Todd Israel 425-740-4951, [tisrael@everettwa.gov](mailto:tisrael@everettwa.gov)  
23 Officer Omar Estrada 425-512-7186, [oestrada@everettwa.gov](mailto:oestrada@everettwa.gov)  
24  
25 2. Washington State Patrol  
26 Contact:  
27 [D7services@wsp.wa.gov](mailto:D7services@wsp.wa.gov)  
28 Provide: Name, Phone, and Nature of Request  
29 Dispatch: (360)654-1204  
30

31 At the time of returning signals to normal operation, a City of Everett traffic signal  
32 technician shall be present and on standby since most signals will not return to  
33 normal operation with a turn of the police panel switch and require a conflict monitor  
34 reset.

35  
36 Coordination of traffic signal technician shall be coordinated with the following  
37 personnel:

38  
39 City of Everett Public Works  
40 3200 Cedar Street  
41 Everett, WA 98201  
42 Contact:  
43 Steve Sawyer (425) 328-0643  
44

45  
46 1-10.5(2).OPT5.GR1

47 (May 20, 2020)

48 "Contractor Provided Uniformed Police Officer", per hour.

49  
50 The unit Contract price per hour for "Contractor Provided Uniformed Police Officer"  
51 shall be full pay for performing the Work as specified and as shown in the Plans,  
52 including all costs for arrangement for and supervision of a uniformed law

1 enforcement personnel and vehicles to participate in the Contractor's traffic control  
2 activities.  
3  
4 **1-10.5(2).OPT7.GR1**  
5 (November 2, 2022)  
6 "Work Zone Safety Contingency", by force account.  
7  
8 All costs as authorized by the Engineer will be paid for by force account as specified  
9 in Section 1-09.6.  
10  
11 For purpose of providing a common proposal for all bidders, the Contracting Agency  
12 has entered an amount for the item "Work Zone Safety Contingency" in the Proposal  
13 to become a part of the Contractor's total bid.  
14  
15 The Engineer may choose to use existing bid items for the implementation of the  
16 agreed upon enhancement.  
17  
18 **END DIVISION1.RTF**  
19 **END DIVISION 1**  
20

**DIVISION2.GR2**

**Division 2  
Earthwork**

**GLF 2-08 Street Cleaning.DOCX  
2-08 STREET CLEANING**

**(\*\*\*\*\*)**

Section 2-08 of the standard specifications is vacant shall be replaced by the following:

**2-08.1 Description**

This work shall consist of sweeping all construction related roads, and cleaning the pavement and removing debris from the roadway.

**2-08.2 Vacant**

**2-08.3 Construction Requirements**

The use of water to perform street sweeping work shall be held to a minimum unless designated otherwise by the Engineer. The contractor shall provide self-propelled pickup sweepers and/or vacuum pick up sweepers for pavement cleaning and debris removal whenever their use is ordered by the Engineer. The type and number of sweepers are subject to the approval of the Engineer.

Daily sweeping shall continue on all construction related roads at least once per day until said surface is covered with new HMA. In the event the Contractor sweeper will not be able to work daily on ground surfaces, the City Forces will provide services, and the Contractor will be billed for each hour of operation.

The following work shall not be paid by "Street Cleaning", it shall be included in the bid item "Planing Bituminous Pavement" (2" Deep), per square yard:

1. Sweepers following the grinding work.
2. Debris left in the road or on the side of the road from Planing Bituminous Pavement.

The Contractor shall plan the operation to minimize the need for street cleaning.

**2-08.4 Measurement**

Street cleaning will be measured by the hour for the actual time consumed in sweeping, pavement cleaning, and debris removal. No allowance will be made for time consumed in making repairs to the equipment or for moving the equipment to or from the site on which the street cleaning is ordered. No separate payment will be made for water required for the normal operation of the pickup sweepers.

1 **2-08.5 Payment**  
2  
3 Payment will be made in accordance with Section 1-04.1 for the following bid item:  
4  
5 "Street Cleaning", per hour.  
6  
7  
8 **END DIVISION2.RTF**  
9 **END DIVISION 2**  
10

**DIVISION5.GR5**

**Division 5  
Surface Treatments and Pavements**

COE 5-04.RTF

**5-04 Hot Mix Asphalt**

*(December 3, 2018 City of Everett based on APWA GSP)*

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

**5-04.1 Description**

This Work shall consist of providing and placing one or more layers of plant mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

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

**5-04.2 Materials**

Materials shall meet the requirements of the following sections:

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

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

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

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

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

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

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

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

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

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

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

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

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

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

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

#### **5-04.2(2)A Vacant**

#### **5-04.2(2)B Using Warm Mix Asphalt Processes**

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

**5-04.3 Construction Requirements**

**5-04.3(1) Weather Limitations**

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

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

**Minimum Surface Temperature for Paving**

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

**5-04.3(2) Paving Under Traffic**

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

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

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

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

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

**5-04.3(3) Equipment**

**5-04.3(3)A Mixing Plant**

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
  - a. A mechanical sampling device attached to the HMA plant.
  - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

#### **5-04.3(3)B Hauling Equipment**

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

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

#### 7 8 **5-04.3(3)C Pavers**

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

12  
13 The HMA paver shall be in good condition and shall have the most current equipment  
14 available from the manufacturer for the prevention of segregation of the HMA mixture  
15 installed, in good condition, and in working order. The equipment certification shall list  
16 the make, model, and year of the paver and any equipment that has been retrofitted.

17  
18 The screed shall be operated in accordance with the manufacturer's recommendations  
19 and shall effectively produce a finished surface of the required evenness and texture  
20 without tearing, shoving, segregating, or gouging the mixture. A copy of the  
21 manufacturer's recommendations shall be provided upon request by the Contracting  
22 Agency. Extensions will be allowed provided they produce the same results, including  
23 ride, density, and surface texture as obtained by the primary screed. Extensions without  
24 augers and an internally heated vibratory screed shall not be used in the Traveled Way.

25  
26 When specified in the Contract, reference lines for vertical control will be required. Lines  
27 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal  
28 control utilizing the reference line will be permitted. The grade and slope for intermediate  
29 lanes shall be controlled automatically from reference lines or by means of a mat  
30 referencing device and a slope control device. When the finish of the grade prepared for  
31 paving is superior to the established tolerances and when, in the opinion of the Engineer,  
32 further improvement to the line, grade, cross-section, and smoothness can best be  
33 achieved without the use of the reference line, a mat referencing device may be  
34 substituted for the reference line. Substitution of the device will be subject to the  
35 continued approval of the Engineer. A joint matcher may be used subject to the approval  
36 of the Engineer. The reference line may be removed after the completion of the first  
37 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
38 any of these methods are failing to provide the necessary vertical control, the reference  
39 lines will be reinstalled by the Contractor.

40  
41 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
42 accessories necessary for satisfactory operation of the automatic control equipment.

43  
44 If the paving machine in use is not providing the required finish, the Engineer may  
45 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled  
46 on the pavement shall be thoroughly removed before paving proceeds.

#### 47 48 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

1 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's  
2 approval, unless otherwise required by the contract.

3  
4 Where an MTD/V is required by the contract, the Engineer may approve paving without  
5 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
6 adjustment in cost or time is due.

7  
8 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
9 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
10 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
11 the windrow may be limited in urban areas or through intersections, at the discretion of  
12 the Engineer.

13  
14 To be approved for use, an MTV:

- 15  
16 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.  
17 2. Shall not be connected to the hauling vehicle or paver.  
18 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.  
19 4. Shall mix the HMA after delivery by the hauling equipment and prior to  
20 placement into the paving machine.  
21 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
22 mixture.

23  
24 To be approved for use, an MTD:

- 25  
26 1. Shall be positively connected to the paver.  
27 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.  
28 3. Shall mix the HMA after delivery by the hauling equipment and prior to  
29 placement into the paving machine.  
30 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
31 mixture.

32  
33 **5-04.3(3)E Rollers**

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

44  
45 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

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

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

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

#### **5-04.3(4)A Crack Sealing**

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

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

Joint sealant shall be used for transverse joints in paving.

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

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

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

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

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

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

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

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

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

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

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

- A. Cracks  $\frac{1}{4}$  inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

**5-04.3(4)B Vacant**

**5-04.3(4)C Pavement Repair**

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

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

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

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

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

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

**5-04.3(6) Mixing**

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until

1 complete and uniform coating of the particles and thorough distribution of the asphalt  
 2 binder throughout the mineral materials is ensured.  
 3

4 When discharged, the temperature of the HMA shall not exceed the optimum mixing  
 5 temperature by more than 25°F as shown on the reference mix design report or as  
 6 approved by the Engineer. Also, when a WMA additive is included in the manufacture of  
 7 HMA, the discharge temperature of the HMA shall not exceed the maximum  
 8 recommended by the manufacturer of the WMA additive. A maximum water content of 2  
 9 percent in the mix, at discharge, will be allowed providing the water causes no problems  
 10 with handling, stripping, or flushing. If the water in the HMA causes any of these  
 11 problems, the moisture content shall be reduced as directed by the Engineer.  
 12

13 Storing or holding of the HMA in approved storage facilities will be permitted with  
 14 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.  
 15 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be  
 16 disposed of by the Contractor at no expense to the Contracting Agency. The storage  
 17 facility shall have an accessible device located at the top of the cone or about the third  
 18 point. The device shall indicate the amount of material in storage. No HMA shall be  
 19 accepted from the storage facility when the HMA in storage is below the top of the cone  
 20 of the storage facility, except as the storage facility is being emptied at the end of the  
 21 working shift.  
 22

23 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
 24 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
 25 evidence of the recycled asphalt pavement not breaking down during the heating and  
 26 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
 27 changes have been approved by the Engineer. After the required amount of mineral  
 28 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
 29 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
 30 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
 31 ensured.  
 32

33 **5-04.3(7) Spreading and Finishing**

34 The mixture shall be laid upon an approved surface, spread, and struck off to the grade  
 35 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used  
 36 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal  
 37 compacted depth of any layer of any course shall not exceed the following:  
 38

39	HMA Class 1"	0.35 feet
40	HMA Class ¾" and HMA Class ½"	
41	wearing course	0.30 feet
42	other courses	0.35 feet
43	HMA Class ⅜"	0.15 feet
44		

45 On areas where irregularities or unavoidable obstacles make the use of mechanical  
 46 spreading and finishing equipment impractical, the paving may be done with other  
 47 equipment or by hand.  
 48

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

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

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

##### **5-04.3(8)A1 General**

Nonstatistical evaluation shall be used for the acceptance of HMA for this project.

The Equivalent Single Axle Load (ESAL) for the mix design for the following area:

Broadway – 7,000,000.00

Hewitt – 7,500,000.00

Rucker Avenue – 8,500,000.00

The mix design will be the initial JMF for the class of HMA. The contractor may request a change in the JMF. Any adjustment to the JMF will require the approval of the Project Engineer and may be made in accordance with Section 9-03.8(7).

#### **5-04.3(9) HMA Mixture Acceptance**

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

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

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

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

#### **HMA Tolerances and Adjustments**

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

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values

will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

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

For Aggregates in the mixture:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** – 2 percent for the aggregate passing the 1½", 1", ¾", ½", 3/8", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

#### 5-04.3(9)A Vacant

#### 5-04.3(9)B Vacant

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

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

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

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

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved,

1 the material produced after the change will be evaluated on the basis of the new JMF for  
2 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot  
3 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
4 after the Engineer is satisfied that material conforming to the Specifications can be  
5 produced.  
6

7 Sampling and testing for evaluation shall be performed on the frequency of one sample  
8 per subplot.  
9

10 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

11 Samples for acceptance testing shall be obtained by the Contractor when ordered by the  
12 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer  
13 and in accordance with AASHTO T 168. A minimum of three samples should be taken  
14 for each class of HMA placed on a project. If used in a structural application, at least one  
15 of the three samples shall to be tested.  
16

17 Sampling and testing HMA in a Structural application where quantities are less than 400  
18 tons is at the discretion of the Engineer.  
19

20 For HMA used in a structural application and with a total project quantity less than 800  
21 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In  
22 all cases, a minimum of 3 samples will be obtained at the point of acceptance, a  
23 minimum of one of the three samples will be tested for conformance to the JMF:  
24

- 25 • If the test results are found to be within specification requirements, additional
- 26 testing will be at the Engineer's discretion.
- 27 • If test results are found not to be within specification requirements, additional
- 28 testing of the remaining samples to determine a Composite Pay Factor (CPF) shall
- 29 be performed.  
30

31 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

32 Testing of HMA for compliance of  $V_a$  will at the option of the Contracting Agency. If  
33 tested, compliance of  $V_a$  will use WSDOT SOP 731.  
34

35 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
36 308.  
37

38 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.  
39

40 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

41 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting  
42 Agency will determine a Composite Pay Factor (CPF) using the following price  
43 adjustment factors:  
44

Table of Price Adjustment Factors	
Constituent	Factor

	"P"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

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

#### **5-04.3(9)C5 Vacant**

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

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

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

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

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

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

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the

lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

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

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

#### **5-04.3(10) HMA Compaction Acceptance**

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 91.0 (minimum of 91 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

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

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

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

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

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

### **Test Results**

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 91 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

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

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

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

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

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

**5-04.3(10)C Vacant**

**5-04.3(10)D HMA Nonstatistical Compaction**

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

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

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

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

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

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

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

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

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

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 91 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 91 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 91% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

#### **5-04.3(11) Reject Work**

##### **5-04.3(11)A Reject Work General**

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

##### **5-04.3(11)B Rejection by Contractor**

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

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

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

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

the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

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

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

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

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

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

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

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

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

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

#### **5-04.3(12) Joints**

##### **5-04.3(12)A HMA Joints**

##### **5-04.3(12)A1 Transverse Joints**

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

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

7  
8 The material that is cut away shall be wasted and new mix shall be laid against the cut.  
9 Rollers or tamping irons shall be used to seal the joint.

#### 10 11 **5-04.3(12)A2 Longitudinal Joints**

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

#### 21 22 **5-04.3(12)B Bridge Paving Joint Seals**

##### 23 24 **5-04.3(12)B1 HMA Sawcut and Seal**

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

30  
31 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application  
32 procedure.

33  
34 Construct the bridge paving joint seal as specified on the Plans and in accordance with  
35 the detail shown in the Standard Plans. Construct the sawcut in accordance with the  
36 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-  
37 05.3(8)B and the manufacturer's application procedure.

##### 38 39 **5-04.3(12)B2 Paved Panel Joint Seal**

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

- 42  
43 1. Clean and seal the existing joint between concrete panels in accordance with  
44 Section 5-01.3(8) and the details shown in the Standard Plans.

#### 45 46 **5-04.3(13) Surface Smoothness**

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

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

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

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

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

The Contractor shall call for locates before planing any HMA pavement. Any induction loop vehicle detectors which are within the planing area shall be discussed with the inspector prior to planing to see if the planing limits can be modified to save the loops. Any loops which are damaged in the planing process shall be replaced prior to the final overlay. The electrical subcontractor shall be on-call and the loops shall be replaced within **5 working days** of the planing operation and paved within **3 working days** of the loop installation. See Section 8-20 of the Specifications for details on loop installation and payment.

Planing shall be performed in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. The surface of the underlying

pavement shall be slightly grooved or roughened sufficiently to ensure a bond when overlaid. All areas to be ground shall be completed with a grinder. The use of other methods must be approved by the Engineer.

If, after planing a thin veneer layer remains, the contractor shall replane the roadway as directed by the Engineer, paid under "Additional Planing Bituminous Pavement". The Contractor shall adjust their schedule at no additional cost to the owner.

The planings shall become the property of the Contractor and shall be removed from the right-of-way. The planings may be utilized as RAP, within the requirements of Section 5-04.2 or 9-03.21. The Contractor shall immediately dispose of all other debris resulting from the planing operation in a Contractor-provided site off the right-of-way.

Immediately after grinding, the Contractor shall construct an asphalt transition (temporary paper joints or ramps), on all traveled ways, wheel chair ramps, and exposed manholes, inlets, catch basins, monuments, valve boxes, and other structures on the street, regardless of depth in grinding. Asphalt transition must be removed prior to overlay. Cast iron structures left higher than 2" must be removed and steel plates installed to protect the opening and provide a suitable driving surface.

Sweeping of roadway surface shall immediately follow all grinding. Sweeping of roadway surface is required prior to tack placement and paving.

The road shall be overlayed within **3 working days** after planing operation for streets without loops. On streets where loops will be replaced, the overlay shall be completed within **8 working days** after planing operation.

Sweepers following the grinding work will not be paid separately, and is included in the bid item "Planing Bituminous Pavement (2" Deep)", per square yard.

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

Pre-level course is not anticipated on any of the selected streets. If, however, after planing operations, drivability issues cannot be resolved with 2" overlay, pre-level will be required as directed and paid for by "HMA Class 1/2" PG 64-22", per ton. Contractor is strongly encouraged to bid the work to cover their cost of pre-level operations.

#### **5-04.3(14)A Paving and Planing Under Traffic**

##### **5-04.3(14)A1 General**

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

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Contracting Agency. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, schedule and sequence such work into quarters of the intersection, or half or more of an intersection with side street detours unless otherwise directed by the Engineer. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

#### **5-04.3(15) Vacant**

#### **5-04.3(16) HMA Road Approaches**

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

#### **5-04.4 Measurement**

"Planing Bituminous Pavement (2" Deep)", shall be measured by the square yard.

"HMA Class ½", PG 64-22", shall be measured by the ton.

#### **5-04.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal:

"HMA Class ½" PG 64-22", per ton.

The unit contract price per ton for "HMA Class ½" PG 64-22", shall be full compensation for all costs incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in the sub-section and which are included in the proposal.

All costs for "Asphalt Tack Coat", "Anti Stripping Additive", "Compaction Adjustment" and "Joint Sealing Transverse Joints in Paving" shall be included in the unit contract price per ton for "HMA Class ½" PG 64-22", per ton.

“Planing Bituminous Pavement (2” Deep)”, per square yard.

The Unit contract price for “Planing Bituminous Pavement (2” Deep), per square yard shall be full payment for all costs incurred to perform the work described in Section 5-04.3(14).

Approved Div 5.DOCX

## **5-05 CEMENT CONCRETE PAVEMENT**

### **5-05.2 Materials**

Section 5-05.2 is supplemented with the following:

Epoxy Coated Dowel Bars 9-07.5(1) Standard Specifications

The reference to Section 9-07.5(2) Corrosion Resistant Dowel Bars is deleted.

### **5-05.3 Construction Requirements**

#### ***5-05.3(1) Concrete Mix Design for Paving***

Section 5-05.3(1) is deleted and replaced with the following:

The Contractor shall provide a concrete mix design for each design age of concrete specified in the Contract. The Contractor shall use ACI 211.1 as a guide to determine proportions. Concrete strength, placeability, and workability shall be the responsibility of the Contractor. Following approval of the Contractor’s proposal, all other requirements of Section 5-05 shall apply.

1. Materials. Materials shall conform to Section 5-05.2. Fine aggregate shall conform to Section 9-03.1(2)B, Class 1. Coarse aggregate shall conform to Section 9-03.1(4) and shall conform to Section 9-03.1(4)C AASHTO grading No. 467 or an alternate gradation which has a minimum of 5 percent retained on the 1½-inch square sieve. Fly ash, if used, shall conform to Section 9-23.9 and shall be limited to Class F with a maximum CaO content of 15 percent by weight. The fly ash shall be limited to 20 percent by weight, of the total cementitious material. As an alternative to the use of fly ash and cement as separate components, a blended hydraulic cement may be used. Blended hydraulic cement shall conform to ASTM C 595 Type IP(MS).

In making calculations relative to cement factor or allowable water/cement ratio, the total cementitious material shall be taken as the weight of Portland cement plus the weight of fly ash.

2. Submittals. The Contractor’s submittal for approval shall include the mix proportions per cubic yard and the proposed sources for all ingredients including the power plant that generated the fly ash. The mix shall be capable of providing a minimum flexural strength of 650 psi at 14 days. Evaluation of strength shall be based on statistically analyzed results of 5 beam specimens and demonstrate a quality level of not less than 80 percent analyzed in accordance with Section 1-06.2(2)D. In addition the Contractor shall fabricate, cure, and test 5 sets of cylinders using the same mixture as

1 used in fabrication of the beams. Compressive strength (14-day strength)  
2 data shall be submitted to the Engineer for use in determination of a  
3 conversion factor of flexural strength to compressive strength, which will be  
4 used by the Engineer for strength acceptance testing.

5  
6 Mix designs submitted by the Contractor shall provide a unique identification  
7 for each proposal and shall include test data confirming that concrete made  
8 in accordance with the proposed design will meet the requirements of these  
9 Specifications. Test data shall be from an independent testing lab or from a  
10 commercial concrete producer's lab. If the test data is developed at a  
11 producer's lab, the Engineer or a representative may witness all testing.

- 12  
13 3. Mix Design Modifications. The Contractor may initiate minor adjustments to  
14 the approved mix proportions. A plus or minus 100 pound variation in both  
15 the coarse and fine aggregate target weight will be allowed from the  
16 approved Contractor provided mix design weight as a modification without  
17 re-submittal. The Contractor shall notify the Engineer in writing of any such  
18 proposed modification.

19  
20 **5-05.3(8) Joints**

21 Section 5-05.3(8) is supplemented with the following:

22  
23 The Contractor shall submit a detailed jointing plan, including the entire roadway  
24 footprint, to the Engineer for review and approval. The jointing plan shall include  
25 jointing around structures and at curb radii. Joint spacing shall be per the typical joint  
26 spacing noted in the Plans and any adjustments from the typical joint spacing must  
27 be approved by the Engineer. The jointing plan shall also include the Contractor's  
28 crack control methods.

29  
30  
31 **5-05.4 Measurement**

32 Section 5-05.4 is supplemented with the following:

33  
34 Replace Cement Concrete Panel including tie bars and dowel bars will be measured by  
35 the square yard for the completed pavement.

36  
37 **5-05.5 Payment**

38 Section 5-05.5 is supplemented with the following:

39  
40 "Replace Cement Concrete Panel", per square yard.  
41 The unit Contract price per square yard for "Cement Conc. Pavement Incl. Tie and Dowel  
42 Bars" shall be full compensation for all costs incurred to carry out the applicable  
43 requirements of Section 5-05, including furnishing and installing tie and dowel bars.

44  
45  
46  
47 **END DIVISION5.RTF**

48  
49  
50 **END DIVISION 5**

**DIVISION 7.GR7**

**Division 7  
Drainage Structures, Storm Sewers, Sanitary  
Sewers, Water Mains, and Conduits**

**7-05.docx**

**Manholes, Inlets, Catch Basins, and Drywells**

**7-05.3.DOCX**

**Construction Requirements**

**GLF 7-05.3(1).DOCX**

***Adjusting Manholes and Catch Basins to Grade***

Section 7-05.3(1) of the standard specifications is deleted and replaced with the following:

(\*\*\*\*\*)

In most work locations, planing depth is equal to overlay depth. Therefore, significant iron adjustment is not anticipated, and adjustment of structures to grade shall occur only as needed and/or directed by the engineer.

Manholes, catch basins, and other structures shall not be adjusted to grade until the pavement is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The structure shall then be brought to proper grade as follows:

1. The existing cast iron ring and cover on manholes and existing cast iron frame and grates for catch basins and inlets shall be removed and thoroughly cleaned before reinstalling at the new elevation.
2. The asphalt concrete pavement shall be cut and removed to a new circle, the diameter of which shall be equal to the outside diameter of the cast iron frame plus 2'.
3. The roadway surface materials and crushed rocks shall be removed so the structure casting can be adjusted to the finished road grade elevation.
4. The cast iron frame shall be placed on concrete blocks and wedged up to the desired grade with plastic wedges.
5. The edges of the asphalt concrete pavement and the outer edge of the castings shall be painted with tack and HMA Class ½" PG 64-22 shall be placed and compacted in layers to a minimum of 91% of the maximum theoretical density of the HMA.

The completed patch shall match the existing paved surface for texture, density, and uniformity of grade. The joint between the patch and the existing pavement shall

1 then be carefully painted with hot asphalt cement or asphalt emulsion and shall be  
2 immediately covered with dry paving sand before the asphalt cement solidifies.

3  
4 The inside throat of the structure shall be thoroughly mortared and plastered through  
5 to the outside of the structure's concrete adjustment rings.

6  
7 Castings that need replacement shall be identified by the City of Everett.  
8 Replacement casting will be supplied by the City of Everett and original casting will  
9 be picked up by the City of Everett.

10  
11  
12 **GLF 7-05.3(5).DOCX**

13 ***Adjusting Valve Boxes to Grade***

14 **(\*\*\*\*\*)**

15  
16 Section 7-05.3 of the standard specifications is supplemented with the following:  
17

18 **(\*\*\*\*\*)**

19 Adjustment of valve boxes to grade shall occur only as needed and/or directed by  
20 the engineer. Existing valve boxes and covers shall be adjusted to the grade as  
21 staked or otherwise designated by the Engineer. The adjustment of the valve box to  
22 grade by the use of riser rings is not allowed.

23  
24 Removal operations shall be conducted to prevent damage to the valve boxes. Any  
25 parts or materials damaged due to the Contractor's operations shall be replaced at  
26 the Contractor's expense. Castings that need replacement shall be identified by the  
27 City of Everett.

28  
29 The Contractor shall conduct the valve box adjustments so that the fully-adjusted box  
30 allows the respective valve to be fully operational. The Contractor shall remove all  
31 debris from the adjusted valve boxes to ensure such operational condition.

32  
33  
34 **GLF 7-05.4.DOCX**

35 ***7-05.4 Measurement***

36  
37 Section 7-05.4 of the standard specifications is deleted and replaced with the following:  
38

39 **(\*\*\*\*\*)**

40 "Adjust Catch Basin/Inlet to Grade", shall be measured per each.

41  
42 "Adjust Valve Box to Grade", shall be measured per each.

43  
44  
45 **GLF 7-05.5.DOCX**

46 ***7-05.5 Payment***

47  
48 Section 7-05.5 of the standard specifications is deleted and replaced with the following:

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

(\*\*\*\*\*)  
Payment will be made for each of the following bid items that are included in the proposal:  
“Adjust Catch Basin/Inlet to Grade”, per each.  
“Adjust Valve Box to Grade”, per each.  
The payment for “Adjust Manhole to Grade”, “Adjust Catch Basin/Inlet to Grade”, shall be full compensation for all costs necessary to make the adjustment including temporary cover to adjust the existing structure to required elevation, construction of the asphalt transition around the structure, and restoration of the adjacent area. Adjustment of any structures twice will be paid as one adjustment.

**END DIVISION7.RTF**  
**END DIVISION 7**

**DIVISION8.GR8****Division 8  
Miscellaneous Construction**

8-14.GR8

**Cement Concrete Sidewalks**

8-14.3.GR8

**Construction Requirements**

8-14.3.INST1.GR8

Section 8-14.3 is supplemented with the following:

8-14.3.OPT1.GR8

(October 3, 2022)

The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans.
2. Inspection
3. Traffic control
4. Pedestrian control, access routes and delineation
5. Accommodating utilities
6. Form work
7. Installation of detectable warning surfaces
8. Contractor ADA survey and ADA Feature as-built requirements
9. Cold Weather Protection

**8-20.GR8****Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical****8-20.2.GR8****Materials****8-20.2.INST1.GR8**

Section 8-20.2 is supplemented with the following:

**FCNH 8-20.2(9-29.18) VIDEO DETECTION.rtf.DOCX****9-29.18 Vehicle Detector**

Section 9-29.18 is supplemented with the following:

**9-29.18(3) Video detection**

All components needed to provide a complete thermal detection system shall be supplied and installed per manufacturer's recommendation.

The thermal detection equipment shall include, but not be limited to, Cameras, Camera Housings, Camera Lens, Camera Mounting Hardware, Video Image Processors, Input File Adapters, lens Adjustment Modules, Keypad and Monitor.

The thermal detection system shall be capable of supplying video detection to the signal controller phases as indicated in the plans.

**9-29.18(3)A Thermal Detection System**

The thermal traffic detector sensor shall have 24 vehicle presence detection zones, 8 bicycle presence detection zones, 8 pedestrian presence detection zones, 8 traffic data detection zones, and 8 wrong way driver detection zones per sensor. Data zones shall collect and store vehicle counts, volume, speed, gap time, headway, occupancy, and classification. Data shall be time-stamped and stored onboard (non-volatile memory) in a user selectable interval, from 1-60 minutes.

Data alarms are generated for: queue, inverse direction, speed drop, no video, and other errors.

The EDGE interface card shall be modular by design and housed in either a self-contained stand-alone unit or fit directly into NEMA TS1 & TS2 type racks as well as Type 170/2070 input files. The edge card shall be interchangeable between a shelf or rack mount installation without replacing or modifying existing units.

**DIMENSIONS**

115mm x 28.5mm x 165mm – typical US EDGE rack height, dual slot

**COMMUNICATIONS**

1 RJ 45 Ethernet

2  
3 **ENVIRONMENTAL**

4 -34°C to +74°C (-29.2°F to + 165.2°F)

5 0 to 95% relative humidity – non-condensing NEMA TS2 Environmental  
6 compliant

7  
8 A single EDGE card shall communicate with 1 to 8 sensors and include  
9 interface to the agencies existing IP network. Only a single IP address should  
10 be necessary for all sensors and allow for independent streaming of the  
11 thermal video streams by using ports.

12  
13 The system shall be designed to operate reliably in the adverse environment  
14 of roadside cabinets and shall meet or exceed all NEMA TS1 and TS2, as  
15 well as Type 170/2070 environmental specifications.

16  
17 Ambient operating temperature shall be from –34 to +74 degrees Centigrade  
18 (-29.2 to +165.2 degrees Fahrenheit) at 0 to 95% relative humidity non-  
19 condensing.

20  
21 The system shall be powered by 12-60 VDC or 12-42 VAC.

22  
23 Surge ratings shall be set forth in the NEMA TS1 and TS2 specifications.

24  
25 The EDGE interface board shall have 4 opto-isolated open collector outputs.  
26 Twenty-four (24) additional outputs shall be available via the USB expansion  
27 port and up to five (5) 4 I/O USB expansion modules.

28  
29 Must be able to provide loop emulation for presence, bike presence, counting  
30 and data collection.

31  
32 Presence hold time must have parameters that range from 10 to 600 seconds.

33  
34 Each TI BPL2 EDGE card shall allow for up to 24 digital inputs into the traffic  
35 controller via the 4 I/O USB Expansion boards or up to 64 digital inputs into  
36 the traffic controller via the PIM Module using an SDLC interface.

37  
38 Each TI BPL2 EDGE card shall have error detection. Outputs will be turned  
39 “ON” if the video signal is bad or the card is not functioning properly. A user  
40 defined quality level will automatically put selected outputs to recall in cases  
41 of severe degraded visibility (i.e., fog, blizzard, etc.). Normal detection  
42 resumes when visibility improves above the user defined thermal quality level.

43  
44 Using an agencies network, the TI BPL2 Edge card shall be capable of  
45 streaming all connected sensors video streams simultaneously via MPEG-  
46 4/H.264/MJPEG. These streams are available with or without detection  
47 overlay.

The TI BPL2 EDGE board shall have a reset button on the front panel to reset the thermal sensors to “learn” the roadway image. During “learn”, selectable recall can be enabled or disabled for immediate operation. Learning time of video detectors shall be less than 6 minutes.

The video detection sensor and TI BPL2 EDGE card shall have internal surge suppression.

The BPL2 EDGE board shall have separate light emitting diodes (LEDs) that indicate:

POWER	LED to verify power and reboot TI board
POWER	LED to verify sensor power and reboot sensors
PIM	Dual color status LED for PIM Connection
OUTPUT Status	LED if the corresponding detection group is active
INPUT Status	LED if the corresponding detection group is active
8 BPL Sensors	Dual color LED Status
RJ45	The TI BPL2 EDGE card has 2 RJ45 connectors (10/100Mbit/s auto switching)
USB	2 USB ports for connection to 4 I/O USB expansion boards

The 4 I/O USB Expansion board shall also have separate LEDs that indicate:

POWER	Power LED
OUTPUT	LED to indicate Output Status
INPUT	LED to indicate Input Status
Rotary	Rotary Switch that defines output numbers

### Event Log Database

The thermal traffic detector system shall store an onboard database capable of time stamping and storing 500 events. The Event Log Database can be viewed or downloaded as a comma separated value (csv) file and Extensible Markup Language (xml) file. Erasure of the Event Log Database shall not alter programmed configurations. As a minimum, the thermal traffic detector shall log and time stamp the following events:

- Firmware upgrade
- Loss of signal
- Resumption of signal
- Configuration change
- Bad thermal quality
- Loss of power to thermal traffic sensor

- Resumption of power to thermal traffic sensor
- Recall activated

## **Video System Communications Module**

The Communication board shall be integrated with the TI BPL2 EDGE card and fit directly into NEMA TS1 & TS2 type racks as well as Type 170/2070 input files.

### **9-29.18(3)B     *Functional Capabilities***

Real Time Detection of vehicles and bicycles using the roadway. Bicycles using the roadway can be detected regardless of which lane they are using even if vehicle traffic is present. Bicycles detected can have a separate output to allow bikes a pre-call or a longer minimum green.

The TI BPL2 EDGE system shall be expandable up to 8 FLIR sensors that may be programmed independently. Up to four (4) TI BPL2 EDGE cards may be used if more than 8 sensors are necessary – up to 32 FLIR sensors.

The system shall be capable of displaying detection zones on the thermal image with associated outputs. Outputs/Inputs status will be indicated on the screen. Parameters will also include the ability to view raw video without any verbiage and/or detectors for surveillance purposes. Signal phasing can also be displayed in a NEMA TS2-1 cabinet with an accompanied PIM Module and SDLC interface (optional).

Each thermal traffic detector will detect within its view the presence of vehicles or bicycles in user defined zones. Detectors available shall be presence, count, delay, extension, or pulse mode for either arrival or departure of vehicles. Delay and extension shall be defined between 0.1 – 99.9 seconds and pulse mode between 0 – 200ms in 33ms increments if NTSC is used. Each thermal traffic sensor shall also detect and collect traffic data of passing vehicles in user-defined zones.

Collected traffic data by direction shall include:

- Volume (absolute numbers) per length class and per lane.
- Average speed (km/h or mph) per length class and per lane.
- Average gap time (1/10 sec) per length class and per lane.
- Average headway (m or feet) per lane.
- Occupancy (%) per lane
- Confidence (0-10) depending on Thermal Quality of Image
- Density (Vehicles / KM) Number of Vehicles over distance

1 Once an IP address is set up the thermal traffic detector shall be programmed  
2 with the use of a computer or network connection. A standard computer  
3 running a web browser is necessary.

4  
5 Detector configurations shall be able to be stored. These "offline" networks  
6 can be saved and easily reinstalled if needed.

7  
8 Detectors may be linked to 24 outputs and 20 inputs using Boolean Logic  
9 features: AND, OR, NOT. It will be possible to generate conditional outputs  
10 based upon inputs from a controller.

11  
12 It shall be possible to make a detector directional sensitive. Options will  
13 include an omni-directional detector or a detector that only senses movement:  
14 from right to left, left to right, up to down or down to up as you look at the  
15 screen.

16  
17 8 data detection zones per sensor may be used for collection of vehicle count,  
18 speed, classification, occupancy, density, headway, and gap time. These  
19 detectors will detect and store traffic data in no-volatile memory at user-  
20 defined intervals of 1, 2, 3, 5, 6, 10, 15, 30, and 60 minutes.

21  
22 Traficon Data Tool (TDT) software may be used with a PC to download data  
23 and export to a spreadsheet. A standard web browser will be used to upload  
24 and download detector configurations, technical events, send software  
25 versions upgrades, and do remote setup of detectors.

26  
27 The thermal traffic detector shall be able to detect vulnerable roadway users  
28 such as bicyclists and is capable of outputting a separate call allowing an  
29 agency to give early or extended time to these users.

30  
31 The thermal traffic detector shall be able to delay or extend a detector zone  
32 output in combination with an input from the controller.

33  
34 The thermal traffic detector shall be capable of detecting wrong-way drivers  
35 and shall provide an alarm/event via communication and/or output.

36  
37 The thermal traffic detector shall provide an alarm and/or output when the  
38 user selected queue detection threshold of occupancy is exceeded for more  
39 than a user selected time threshold.

40  
41 The thermal traffic detector shall distinguish up to five classes of detected  
42 vehicles based upon user selectable vehicle length thresholds. Using optional  
43 premium traffic data, the sensor can classify up to 3 classes of vehicles using  
44 vehicle width and up to 5 classes combining both length and width.

45  
46 The thermal traffic detector shall be able to emulate loop emulation with user  
47 selectable loop dimensions.

The thermal traffic detector shall be able to detect pedestrians and set up directional detection zones for crossing or waiting pedestrians. Optical occlusion must be considered if using this feature.

### **9-29.18(3)C     System Communications**

The TI BPL2 EDGE shall control from 1 to 8 FLIR Traffic sensors.

The TI BPL2 EDGE has 2 RJ45 connections for Ethernet interface and communication to provide traffic data and allow remote configuration from the Traffic Operations Center.

The LAN port shall meet IEEE 802.3 with a RJ-45 connector and meet the following specification:

Data rates for Ethernet via LAN port:	10/100Mbps
	TCP/IP based protocol

The communication shall support all functions of the detection system.

All data transmissions shall be protected by CRC (cyclic redundancy checking) or an equivalent error detection method.

The communication shall support MPEG-4/H.264/ MJPEG streaming video over Ethernet with the following programmable parameters:

Streaming video frame rate over Ethernet of up to 30 frames/second.
Programmable bit/data rate of up to 4 Mbps.
2 video streams are available with or without detection overlay

Cyber Security – the thermal detection product will be capable of disabling non-essential services, disabling non-essential physical access ports, have user authentication, configuring encryption certificates, and providing separate logs for user and physical access.

A web browser connection with a standard internet browser shall be possible to communicate with each Thermal traffic detector sensor for remote monitoring and real-time data using the systems assigned IP addresses.

### **9-29.18(3)D     Image Sensor Mounting Brackets**

Mast arm installations shall be mounted at a sufficient height to prevent occlusion from cross traffic between the stop bar and the mast arm on which

the camera is installed. A 6' riser and mounting base is required to get enough height on the mounting position to prevent occlusion from cross traffic.

Luminaire arm installations shall be installed on the luminaire arm, with the sensor manufacturers included brackets. Camera luminaire brackets shall provide adjustments for both vertical and horizontal positioning of the camera. Camera attachments shall be designed to securely fasten the camera to the luminaire arm. Miscellaneous hardware shall be stainless steel or galvanized steel.

#### **9-29.18(3)D Image Sensor Cable (BPL Power)**

Power cable shall be installed in conduits or overhead as indicated in the plans. Power cable shall be suitable for exterior use and in direct sunlight. Power cable will have a minimum of 3 conductors.

Description of cable: 18 AWG three conductor PVC/Nylon 600V Tray Cable. Electrical Power and Control tray cable, direct burial.

CONDUCTORS/PAIR COUNT:	3 CONDUCTORS			
GAUGE & STRANDING:	18 AWG 7 strand (600V)			
PRIMARY INSULATION TYPE:	POLYVINYLCHLORIDE			
INSULATION THICKNESS:	0.015"			
COLOR CODE:	BLUE, WHITE, GREEN			
JACKET TYPE:	Sunlight	resistant	direct	burial
	polyvinylchloride			
JACKET COLOR:	BLACK			
JACKET THICKNESS:	0.045"			
NOMINAL OD:	0.280"			

#### **OVERALL ASSEMBLY OF WIRE**

JACKET THICKNESS:	0.045"			
JACKET COLOR:	BLACK			
JACKET MATERIAL:	Sunlight	resistant	direct	burial
	polyvinylchloride			
RIPCORD:	YES			
NOMINAL OD:	0.280"			
VOLTAGE RATING:	600V			
TEMP. RATING:	-39°C to 90°C (-38.2°F to 194°F)			
UL TYPE OR STYLE:	Type TC or TC-ER			
PACKAGING:	500' spools			
SHIPPING WEIGHT:	25 lbs per 500' spool			

**9-29.18(3)C Thermal Sensor**

The Thermal Traffic Sensor shall not depend on any visible or invisible (infrared) illumination or image intensifier to “see” i.e. produce images. The Thermal Traffic Sensor shall be totally passive and not produce any energy or emit light in any bandwidth. The Thermal Traffic Sensor shall allow the user to clearly identify images in the total absence of light.

The Thermal Traffic Sensor shall utilize a Vanadium Oxide (VOx) uncooled microbolometer sensor responding in the LWIR (Long Wave Infrared) spectral range of 7 – 14  $\mu\text{m}$ , which is beyond what is visible to the human eye.

The Thermal Traffic Sensor shall be based on Vanadium Oxide (VOx) microbolometer detector technology and shall not be susceptible to permanent damage after imaging the sun. This is in contrast to some systems based on amorphous silicon detector technology, which can be permanently damaged when viewing the sun or even reflections of the sun.

The Thermal Traffic Sensor shall not utilize shutters to prevent damage from the sun, but rather the Thermal Traffic Sensor shall provide uninterrupted video which shall be required for traffic and ITS installations.

The Thermal Traffic Sensor shall not utilize dynamic apertures to protect the image sensor because these mechanisms reduce sensitivity for an extended period of time, thus reducing the Thermal Traffic Sensors performance, which shall not be acceptable for traffic installations.

The Thermal Traffic Sensor shall provide a thermal optics that automatically adjust to background thermal changes, and therefore do not require re-adjustment and/or thermal refocusing.

The Thermal Traffic Sensor shall not be susceptible to “image blooming” caused by bright lights as are image intensifiers and visible spectrum cameras.

The Noise Equivalent Temperature Difference (NETD) is the measure of the smallest object temperature that can be detected by the thermal image sensor relative to the system noise. The measurement is usually quantified as an mK value. This is the most common Figure of Merit of a thermal imaging system and a true measurement of the thermal camera’s sensitivity. The Thermal Traffic Camera image sensor shall provide a NETD of <50mK f/1.0 or lower.

The Thermal Traffic Sensor shall include Auto Digital Detail Enhancement (Auto DDE) which is an advanced non-linear image processing algorithm. The Auto DDE function is fully automatic and requires no input or adjustment from the user. The Auto DDE shall enhance the image detail to match the total dynamic range of the original image allowing details to be visible to the user even in scenes with low or high thermal contrast. Auto DDE will increase

1 the probability of detection of low contrast images. These settings shall be  
2 optimized for performance with Traffic Video Detection.

3 The Thermal Traffic Sensor shall utilize Non-Uniformity Correction (NUC)  
4 which is a set of compensation factors for each pixel. NUC shall enable the  
5 following features and benefits:

6 Eliminate the need for FPA (Focal Plane Array) temperature  
7 stabilization.

8 Allow for near instantaneous camera turn-on.

9 Reduced system complexity and power consumption.

10 Allow for a wider operating temperature range.

11 The Thermal Traffic Sensor shall include Automatic Gain Control (AGC)  
12 circuitry to compensate for scene variations, improve image quality by  
13 avoiding saturation and distortion, and to balance signal levels prior to display  
14 to maximize image quality.

15 The Thermal Traffic Camera shall feature both White-Hot and Black-Hot  
16 operating modes. In the White-Hot (default) mode warmer objects will be  
17 displayed in white or lighter shades than cooler or background areas. In the  
18 Black-Hot mode warmer images will be displayed as black or dark gray as  
19 compared to cooler background objects.

20 The Thermal Traffic Sensor shall be furnished in an IP-67 rated outdoor  
21 enclosure with mounting bracket. The mounting bracket shall be provided  
22 with holes for mounting to a pole, pedestal, or wall mount. All cable  
23 connections shall be quick connect. No tools are required to connect the  
24 sensor once the original adapter has been installed on the wire.

25 The Sensor has an Earth ground conductor which is run as part of the power  
26 cable bundle. This Earth ground is terminated in the cabinet

27 The Thermal Traffic Sensor shall operate on 12-60 VDC.

28 The Thermal Traffic Sensor shall include a 10-year warranty on the thermal  
29 Sensor.

30 The Thermal Traffic Sensor shall meet the following minimum requirements:

31

Sensor Type	Long-life VOx Uncooled Microbolometer w/10-year warranty
Spectral Response	7 to 14µm

Sensitivity (Thermal Camera sensor)	<50mK f/1.0
Pixel Resolution / Pitch	640x480 / 17 microns
Output	BPL – Broadband over Power Line
User Interface	Web Interface
Input Voltage	12-60V DC
Power Consumption	max 9.6W, 400mA@24 VDC
Operating Temperature Range	-34°C to +74°C / -29.2°F to +165.2°F (Continuous Operation)
NEMA TS 2	Environmental testing by IAW w/Section 2.1 of NEMA TS 2-2003 and either meets or exceeds those requirements in the following categories: Operating Voltage, Operating Frequency, Ambient Temperature, Humidity, Vibration and Shock
Enclosure Rating	IP-68 – IP 67 Connector
Weight	1.5kg/3.3lbs (bracket, sunshield, housing sensor and video detection module)
Dimensions	9.8" x 6.3" x 4.7" (w/mounting bracket)

Video detections shall be in place and functioning prior to disabling the associated loop detectors.

#### **9-29.18(3)B Permanent Video detection**

A permanent video detection system shall be required at the following locations during construction:

\*\*\*

**Pacific & Fulton Northbound and Southbound (installed by others)**  
**Hewitt & Fulton Northbound and Southbound**

\*\*\*

The permanent thermal detection system shall be installed on the signal mast arm on a 6' long camera mount bracket at a location directed by the Engineer,

1 as close as practical to the end of the mast arm. The video detection cable shall  
2 be installed in the mast arm per manufacturers recommendations. Any coiled  
3 slack cable shall be mounted to the camera mount bracket at the back of the  
4 pole. In the signal control cabinet, a video detection module shall be installed,  
5 along with a surge protector and 4x6 fuse kit assembly. Video detection cable  
6 shall be connectorized and all cables terminated to complete the system. City of  
7 Everett signal technician will direct location of cable terminations, VIP module,  
8 and other hardware. Through the Engineer, the contractor shall contact Steve  
9 Sawyer (425)328-0643 a minimum 3 days prior to activation to coordinate a  
10 signal technician to be on site.  
11  
12  
13

"General Decision Number: WA20240001 **09/06/2024**  
 Superseded General Decision Number: WA20230001  
 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)(1).

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:             	. Executive Order 14026   generally applies to the   contract.   . The contractor must pay   all covered workers at   least \$17.20 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 2024. 
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:             	. Executive Order 13658   generally applies to the   contract.   . The contractor must pay all   covered workers at least   \$12.90 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 2024. 

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2024
3	03/08/2024
4	05/24/2024
<b>5</b>	<b>09/06/2024</b>

CARP0003-006 06/01/2021

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 WAHКИAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIVERS.....	\$ 44.97	16.87

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 06/01/2021

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.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 49.58	19.01

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

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

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

## Zone Pay:

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

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

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

## Zone Pay:

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

-----  
**\* CARP0059-002 06/01/2024**

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

	<b>Rates</b>	<b>Fringes</b>
<b>CARPENTER</b>		
<b>GROUP 1</b> .....	<b>\$ 41.86</b>	<b>16.56</b>
<b>GROUP 2</b> .....	<b>\$ 47.42</b>	<b>18.96</b>
<b>GROUP 3</b> .....	<b>\$ 47.41</b>	<b>16.61</b>
<b>GROUP 4</b> .....	<b>\$ 45.86</b>	<b>16.56</b>
<b>GROUP 5</b> .....	<b>\$ 105.46</b>	<b>16.56</b>
<b>GROUP 6</b> .....	<b>\$ 51.73</b>	<b>16.56</b>
<b>GROUP 7</b> .....	<b>\$ 52.73</b>	<b>16.56</b>
<b>GROUP 8</b> .....	<b>\$ 48.41</b>	<b>16.56</b>
<b>GROUP 9</b> .....	<b>\$ 55.73</b>	<b>16.56</b>

## CARPENTER &amp; 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 06/01/2021

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

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

-----  
ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 76.99	28.60
ELECTRICIAN.....	\$ 69.99	28.39

-----

\* ELEC0048-003 01/01/2024

CLARK, KLIKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 60.50	28.64

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 01/01/2024

COWLITZ AND WAHKIACUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 60.50	28.64

-----

ELEC0073-001 08/01/2023

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	16.03

-----

ELEC0076-002 02/02/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 64.38	25.64
ELECTRICIAN.....	\$ 58.53	25.47

-----

ELEC0112-005 06/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

-----  
 ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

-----

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 06/01/2023

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.....	\$ 54.93	25.57
Group 1AA.....	\$ 55.75	25.57
Group 1AAA.....	\$ 56.54	25.57
Group 1.....	\$ 54.13	25.57
Group 2.....	\$ 53.42	25.57
Group 3.....	\$ 52.83	25.57
Group 4.....	\$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

#### HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

---

#### \* ENGI0370-002 06/01/2024

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:

	<b>Rates</b>	<b>Fringes</b>
<b>POWER EQUIPMENT OPERATOR</b>		
GROUP 1.....	\$ 35.91	22.45
GROUP 2.....	\$ 36.28	22.45
GROUP 3.....	\$ 36.99	22.45
GROUP 4.....	\$ 37.18	22.45
GROUP 5.....	\$ 37.37	22.45
GROUP 6.....	\$ 37.69	22.45
GROUP 7.....	\$ 38.01	22.45
GROUP 8.....	\$ 39.88	22.45

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

NOTE:

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

HAZMAT:

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

-----  
 ENGI0612-001 06/01/2023

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.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-----  
 ENGI0612-012 06/01/2023

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.....	\$ 54.85	25.07
GROUP 1AA.....	\$ 55.67	25.07
GROUP 1AAA.....	\$ 56.45	25.07
GROUP 1.....	\$ 54.05	25.07
GROUP 2.....	\$ 53.36	25.07
GROUP 3.....	\$ 52.75	25.07
GROUP 4.....	\$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-----  
ENGI0701-002 01/01/2022

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

Concrete Batch Plant and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

##### Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

## Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

## Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

## Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

## Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

## Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

## Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,  
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,  
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

-----

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

-----

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

-----

IRON0086-004 01/02/2023

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,  
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.90	32.57

-----

LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1.....	\$ 30.88	15.70
GROUP 2.....	\$ 33.72	15.70
GROUP 3.....	\$ 34.03	15.70
GROUP 4.....	\$ 34.33	15.70
GROUP 5.....	\$ 34.64	15.70
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60
GROUP 5.....	\$ 37.64	15.60

#### 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 Buckler and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on raises and shafts)

-----  
LABO0238-006 06/01/2023

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.....	\$ 34.97	15.70

-----

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

## LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

-----

LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC  
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

#### LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window  
Washer/Cleaner (detail clean-up, such as but not limited to  
cleaning floors, ceilings, walls, windows, etc., prior to  
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;  
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

-----

LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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 06/01/2022

CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE  
MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY  
WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

#### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch  
Weighman; Broomers; Brush Burners and Cutters; Car and  
Truck Loaders; Carpenter Tender; Change-House Man or Dry  
Shack Man; Choker Setter; Clean-up Laborers; Curing,  
Concrete; Demolition, Wrecking and Moving Laborers;  
Dumpers, road oiling crew; Dumpmen (for grading crew);  
Elevator Feeders; Median Rail Reference Post, Guide Post,  
Right of Way Marker; Fine Graders; Fire Watch; Form  
Strippers (not swinging stages); General Laborers;  
Hazardous Waste Worker; Leverman or Aggregate Spreader  
(Flaherty and similar types); Loading Spotters; Material  
Yard Man (including electrical); Pittsburgh Chipper  
Operator or Similar Types; Railroad Track Laborers; Ribbon  
Setters (including steel forms); Rip Rap Man (hand placed);  
Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers;  
Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring;  
Timber Faller and Bucker (hand labor); Toolroom Man (at job  
site); Tunnel Bullgang (above ground); Weight-Man- Crusher  
(aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunitite Nozzleman Tender; Gunitite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunitite Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

-----  
LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

-----

LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA  
COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
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 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH),  
SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

-----

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 04/01/2024

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM  
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 37.69	14.92
Spray and Sandblasting.....	\$ 37.69	14.92

All high work over 60 ft. = base rate + \$0.75

-----  
PAIN0055-006 04/01/2024

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 37.69	14.92

-----  
PLAS0072-004 06/01/2023

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.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

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 06/01/2023

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.....	\$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 52.60	20.27

-----  
PLAS0555-002 06/01/2023

CLARK, KICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65  
Zone 3 - 1.15  
Zone 4 - 1.70  
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,  
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall  
ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.  
ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.  
ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.  
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHIAKUM 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) (iii)).

---

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.

#### State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. § 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

#### 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 DECISION"

# CITY OF EVERETT, WASHINGTON PUBLIC WORKS DEPARTMENT

## ADDENDUM NO. #2 FULTON STREET PEDESTRIAN BICYCLE CORRIDOR

WORK ORDER #3785  
FEDERAL AID# TAP-0420(026)  
September 26, 2024

### **Notice to Plan Holders:**

This Addendum No. 1 contains the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the plans and specifications (Contract Documents) for the above named project, and shall be taken into consideration by Bidders in submitting their bids.

Bidders shall acknowledge receipt of this Addendum No. 2 in the space provided on the Proposal. Failure to do so may subject the Bidder to disqualification of its bid.

This Addendum 2 consists of this letter including all clarifications.

**The Bid date for receipt of Bids has NOT been changed by this Addendum.**

### **SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS**

#### **Item 1 - ANSWERS TO QUESTIONS SUBMITTED FOR CLARIFICATION**

- 1. The roadway sections on Sheet C2 do not include sectional thickness. Please confirm the depth of asphalt planing and overlay. **The planning and the overly depth is 2 inches.***
- 2. The waterproofing work detailed on sheet C2 is not fully defined. Please provide limits of work both horizontal and vertical as well as specifications for description of work, materials, construction, measurement and payment. **Vertical limits of Bituminous Damp Proofing and #15 felt is min 2 inches above finished grade of concrete sidewalk and 2 inches below bottom of CSBC subgrade along face of building. See note 26 for payment.***
- 3. What depth is the topsoil placement in Bid Item 14?  
**Depth of topsoil is four inches where existing concrete sidewalk is being removed.***
- 4. Hashing on Drawing C2 shows gravel borrow being installed along the east shoulder of Fulton Street. Is there any surface treatment or finishing to be applied to this gravel and if so, how is it paid? **No surface treatment required.***

Sincerely,



**Laura Claywell**

Capital Projects Coordinator | Public Works

[lclaywell@everettwa.gov](mailto:lclaywell@everettwa.gov) 425.257.8909 | 3200 Cedar St, Everett, WA 98201

# CITY OF EVERETT, WASHINGTON PUBLIC WORKS DEPARTMENT

## ADDENDUM NO. #3 FULTON STREET PEDESTRIAN BICYCLE CORRIDOR

### WORK ORDER #3785 FEDERAL AID# TAP-0420(026)

September 27, 2024

#### **Notice to Plan Holders:**

This Addendum No. 1 contains the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the plans and specifications (Contract Documents) for the above named project, and shall be taken into consideration by Bidders in submitting their bids.

Bidders shall acknowledge receipt of this Addendum No. 3 in the space provided on the Proposal. Failure to do so may subject the Bidder to disqualification of its bid.

This Addendum 3 consists of this letter including all clarifications.

#### **The Bid date for receipt of Bids has NOT been changed by this Addendum.**

### **SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS**

#### **Item 1 - ANSWERS TO QUESTIONS SUBMITTED FOR CLARIFICATION**

- 1) Need clarification on the specification for the project at the intersections of Fulton and Pacific/Hewitt. The spec states that thermal camera systems are to be installed. In one part of the spec, a TI-BPL2 processor (which is EOL) is called out – that processor has been replaced by the TI-BPL3, which only works with FLIR's Trafisense AI system. That conflicts with another part of the spec, which calls out FLIR's VIP system. **If there are any updated versions of this equipment it will be discussed during the submittal process. You are correct that a previous paving project you provided the contractor G&G with a FC thermal camera and VIP detection system for the SB approach, and that system is in use in the city. Our determination is that the FC thermal camera and VIP detection system would meet the performance of the specification provided, and the complete system compatibility and performance will be evaluated during the submittal process.**
- 2) Our understanding is that the Fulton/Pacific intersection had detection installed in recent months by G&G. We sold G&G a VIP detection system utilizing an FC thermal camera. Is this what is desired for the other camera at Fulton/Pacific? And also at Fulton/Hewitt? If so, the cabinet at Fulton/Pacific will need to be accessed and a 2nd VIP thermal camera system will need to be deployed – this, despite the spec stating that the "permanent video detection system" at Pacific/Fulton will be "installed by others." **The plans and special provisions indicate a permanent thermal imaging detection system will be needed in both the NB and SB approaches at Pacific and**

**Fulton. The system southbound is already being installed by others. The system in the NB approach will be installed under this contract as shown in the plans, construction note 3 sheet E1. Only one camera system is needed at Pacific and Fulton**



**Laura Claywell**

Capital Projects Coordinator | Public Works

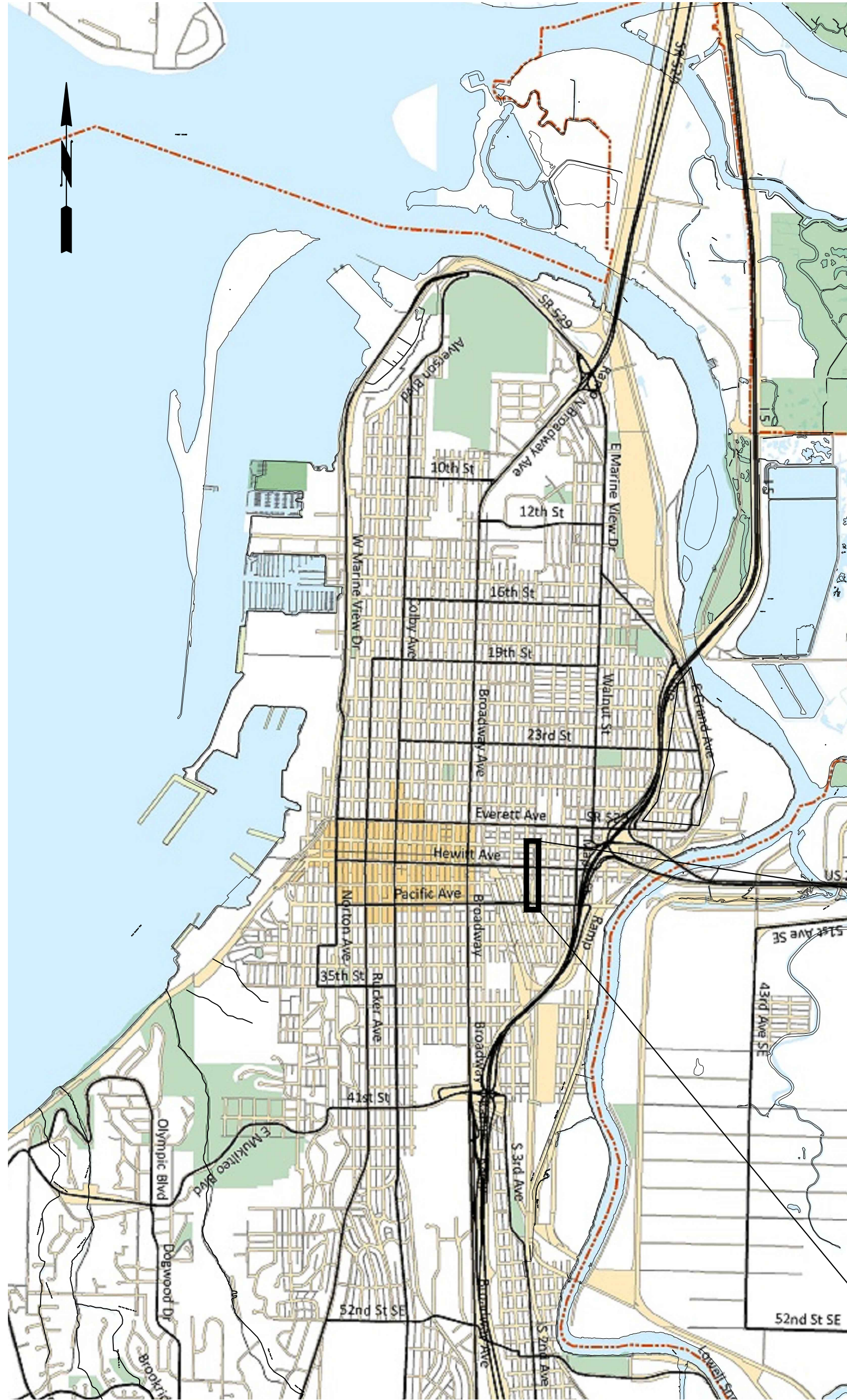
[lclaywell@everettwa.gov](mailto:lclaywell@everettwa.gov) 425.257.8909 | 3200 Cedar St, Everett, WA 98201

# CITY OF EVERETT

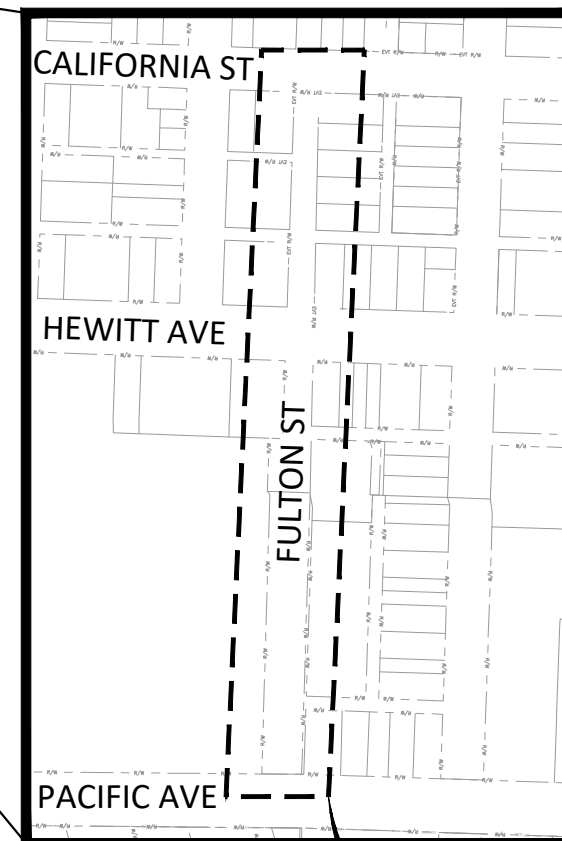
## PUBLIC WORKS DEPARTMENT

### FULTON ST PED BIKE CORRIDOR

FEDERAL AID NO.: TAP-0420(026), WORK ORDER: 3785



VICINITY MAP



THIS PROJECT

SHEET INDEX		
Drawing #	Sheet #	Sheet Title
GENERAL		
G1	1	COVER
G2	2	LEGEND
SITE PREP-TESC-SURVEY CONTROL		
SP1	3	PACIFIC AVE TO HEWITT AVE
SP2	4	HEWITT AVE TO CALIFORNIA ST
CIVIL		
C1	5	PACIFIC AVE TO HEWITT AVE
C2	6	HEWITT AVE TO CALIFORNIA ST
C3	7	LOWES DRIVEWAYS
C4	8	PROPOSED SIDEWALK
C5	9	SIGN SCHEDULE
C6	10	PAVEMENT MARKINGS
C7	11	JOINTING DETAIL
ELECTRICAL		
E1	12	WIRING PLAN AND SCHEDULE
TRAFFIC		
T1	13	FULTON ST DETOUR
T2	14	FULTON ST PEDESTRIAN DETOUR
T3	15	PACIFIC AVE TO HEWITT AVE - SOUTH STREET CLOSURE STAGE 1A
T4	16	PACIFIC AVE TO HEWITT AVE - NORTH STREET CLOSURE STAGE 1B
T5	17	HEWITT AVE TO CALIFORNIA ST STREET CLOSURE STAGE 2
T6	18	STANDARD DETAILS 706-708
T7	19	STANDARD DETAILS 713-714 AND 726
T8	20	2 LANE ROADWAY CLOSURE
T9	21	PARTIAL LANE CLOSURE

#### CITY OFFICIALS:

##### MAYOR:

CASSIE FRANKLIN

##### COUNCIL MEMBERS:

COUNCIL PRESIDENT  
DON SCHWAB

MARY FOSSE

PAULA RHYNE

SCOTT BADER

LIZ VOGELI

BEN ZARLINGO

JUDY TUOHY

#### RECOMMENDED FOR APPROVAL :

  
CAPITAL PROJECTS COORDINATOR  
LAURA L. CLAYWELL

  
TRAFFIC ENGINEER  
COREY HERT, P.E.

  
OPERATIONS SUPERINTENDENT  
JEFF MARRS

  
CONSTRUCTION MANAGER  
KEITH ALEWINE

#### APPROVED BY :

  
CITY ENGINEER  
THOMAS W. HOOD, P.E.

  
PUBLIC WORKS DIRECTOR  
RYAN L. SASS, P.E.



										Designed	BED, LC
										Drawn	BED
										Checked	DTE
?											
NO.	DATE	APRVD	REVISION							Design Review Level	
PLANS ISSUED FOR											
BID	9-4-24	LC	CONST			RECORD					
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD		Issued on	

LIFE THREATENING EMERGENCIES: FIRST CALL 911			
CALL		EMERGENCY CONTACTS	
24 HR PHONE		FOR:	
SNO COUNTY PUD	425-783-4745	ELECTRICAL	
PSE (GAS)	1-888-225-5773	GAS LEAKS	
CITY OF EVERETT (DISPATCH)	425-257-8832	SS,SD,WATER, TRAFFIC & SIGNAL	

CALL TWO (2) BUSINESS DAYS  
BEFORE YOU DIG 1-800-424-5555



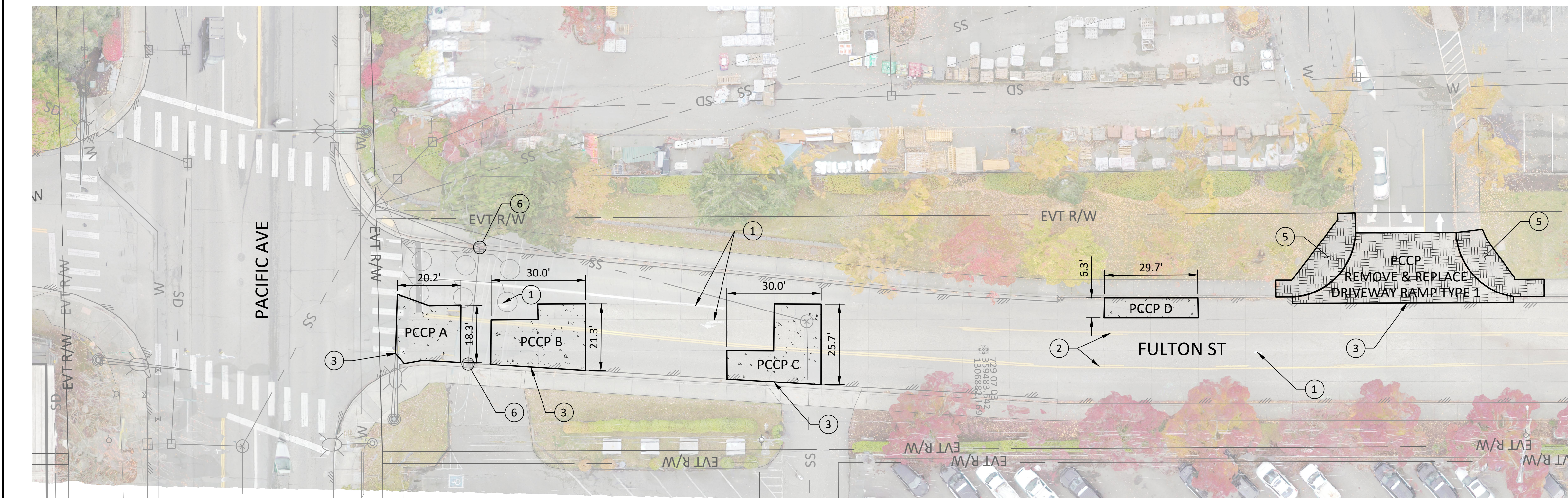
Know what's below.  
Call before you dig.



Drawing	G1
Sheet No.	1
Of Total	21

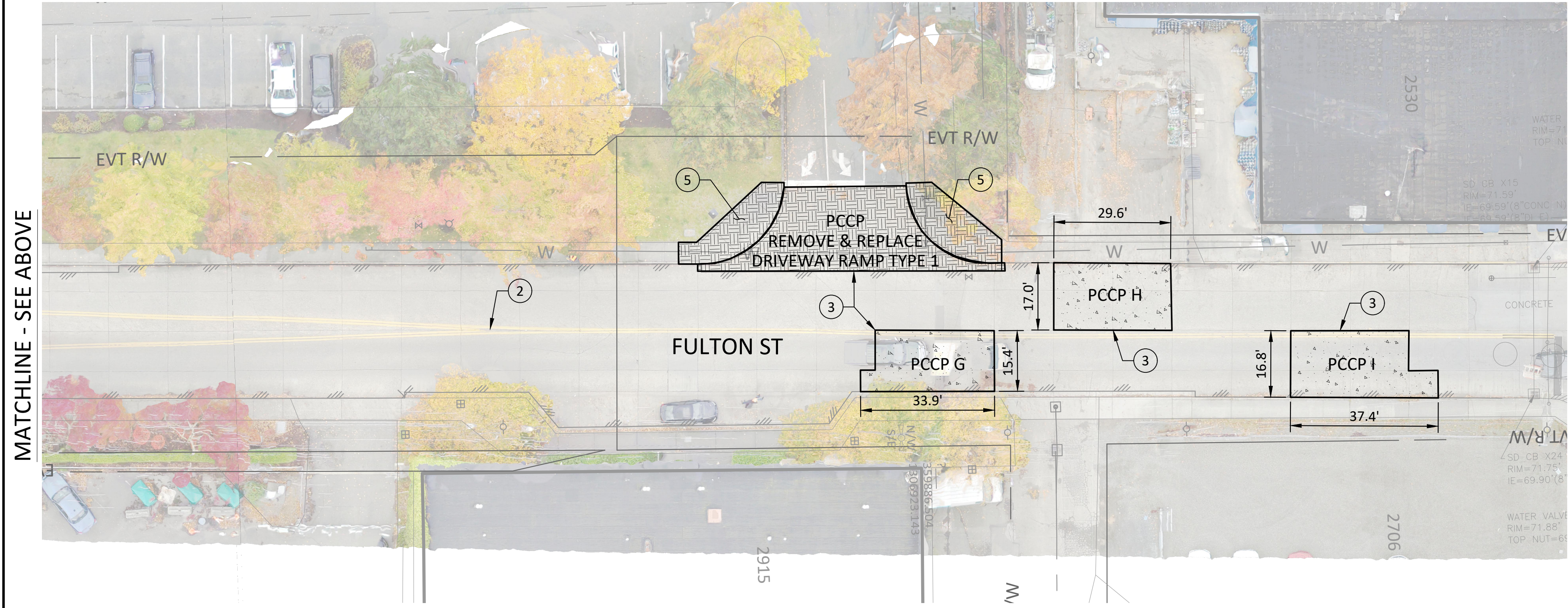
Plot date: 8/30/2024 10:55 AM  
Plotted by: Brian DeFreese  
Last saved by: BDeFreese  
Sheet Name: 3785  
Project: 2016-01-10  
City of Everett  
Control Monument  
City of Everett Field Book/Starting Page /

PLANS LAYOUT SYMBOLS AND CALLOUTS		BASE MAP SYMBOLS		STANDARD ABBREVIATIONS	
SYMBOL		DESCRIPTION (ABBR)		SYMBOL	
NOTE CALLOUTS		MONUMENTS & POINTS		A	
	POLE NOTE		BENCH MARK (W/ BN#, N, E & EL)		ANCHOR BOLT
	CONSTRUCTION NOTE		ACT ACTUAL		EXC EXIST
	STRIPING NOTE		REBAR/IRON PIPE (W/ N & E)		EXT EXIST
	CONDUIT NOTE		MONUMENT IN CASE (W/ #, N, E & EL)		EVT
	SIGN NOTE		MONUMENT SURFACE (W/ #, N, E & EL)		F, FLG
	CABLE TRACE NO.		AP ANGLE POINT (PK NAIL, SHINER, TACK ETC)		FAB
	CABLE TRACE NO.		QUARTER CORNER (W/ DNR#, N, E & SECH'S)		FND
	PAVEMENT REPLACEMENT NOTE		SPOT ELEVATION (W/ ELEV)		FF
			MEANDER CORNER (W/ DNR#, N, E & SECH)		FG
			CLOSING CORNER (W/ DNR#, N, E & SECH'S)		FH
			PLAT BLOCK NO (W/ #)		FIG
			TAX LOT OWNERSHIP TIE		FIN
			TAX LOT / PARCEL NUMBER (W/ #)		FOG LINE
			AMERICAN PUBLIC WORKS ASSOC		FLD
			ARCHITECTURE		FLT
			AIR RELIEF VALVE		FLX
			ASPHALT		FM
			AUXILIARY		FOC
			AVE AVENUE		FOG
			AIR VACUUM, AIR RELEASE		FW
			AVERAGE		FP
			AMERICAN WIRE GAUGE RD		FT
			BLACK		FTG
			BLOCK CORNER		FWD
			BITUMINOUS		FWPS
			BACK		FWY
			BLUE	G	
			BUILDING		GA
			BOULEVARD		GALV
			BLOCK		GARG
			BACK OF CURB		GB
			BACK OF WALK		GDWY
			BOLLARD		GE
			BENCH MARK		GEN
			BACK OF CURB		GL
			BOLLARD		GLV
			BOTTOM		GM
			BACK OF WALK		GRD
			BRIDGE		GV
			BEARING		GVL
			BREAK		GVT
			BETWEEN		H
			CONDUCTOR		H
			CAPACITY		H
			CATCH BASIN, CABLE		H-T
			CATCH BASIN TYPE 1		HAP
			CATCH BASIN TYPE 2		HD
			CENTER TO CENTER		HDGP
			COAXIAL CABLE		HDG
			CONTROL CONDUIT		HI
			CONCRETE CURB & GUTTER		PCC
			CREEK CENTER LINE		PD
			CONDUIT		PE
			CURB & GUTTER		PERD
			CHANGE		PERM
			CHECK		PERP
			CAST IRON		PH
			CAST IRON CONCRETE LINED		PI
			CAST IN PLACE		PKWY
			CIRCUIT, CIRCLE		PLA
			CONSTRUCTION JOINT		POA
			CLAY		POC
			CHAIN LINK FENCE		POS
			CENTERLINE		PPB
			CLEARANCE, CLEAR		PPBP
			CLASS, CHLORINE SOLUTION		PR
			CORROGATED METAL PIPE CONC		PRV
			MASONRY UNIT		PROP
			CONDUIT		PRP
			COUNTY		PRV
			CLEAN OUT		PSI
			CITY OF EVERETT		PT
			COLUMN		PUD
			COMMON		PV
			COMMUNICATE		PVC
			CONCRETE		PVMT
			CONNECTION		PVT
			CONSTRUCT		P/C
			CONTINUED, CONTINUOUS		P/L
			COORDINATE		P/S
			COPPER		P/T
			CORNER		PWR
			CORRUGATED	J	
			CROWN OF ROAD		JNX
			COMBINED SS & SD SYSTEM		JB
			CENTER		JCT
			COURT		JT
			CUBIC	K	
			CULVERT		KG
			CYLINDER		KHZ
					KM
					KV
					KW
					KWH
				L	
					L
					LAB
					LAT
					LBS
					LF
					LIM
					LKE
					LLV
					LONG
					LP
					LT
					LUMIN
					LWR
				M	
					M
					MD
					MA
					MAINT
					MATL
					MAX
					MB
					MC
					MECH
					MED
					MER
					MFR
					MH
					MHHW
					MHT
					MHW
					MIC
				TEXT SYMBOLS	
					Ø &
					°
					EQ
					EQUIP
					EV
					BS
					MB
					TB
					EMB
					RR
					BS
					TR
					YL
					DSL
					ESC
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506
					506



MATCHLINE - SEE BELOW

- (X) CONSTRUCTION NOTES:
1. REMOVE EXISTING TURN ARROW SYMBOL AND/OR SOLID WHITE LANE LINE.
  2. REMOVE ALL EXISTING DOUBLE-YELLOW STRIPING BETWEEN PACIFIC AND HEWITT AVE.
  3. DEMO EXISTING CONCRETE PANELS TO NEAREST EXPANSION JOINT AS SHOWN.
  4. REMOVE ALL CROSSWALK STRIPING AT INTERSECTION OF HEWITT AVE AND FULTON ST.
  5. REMOVE EXISTING CEMENT CONCRETE SIDEWALK. SEE DRIVEWAY DETAILS ON SHEET C3.
  6. PROVIDE INLET PROTECTION PRIOR TO CONSTRUCTION.
- GENERAL NOTES:
1. SAWCUT EACH PANEL FULL DEPTH BEFORE REMOVAL. CAREFULLY REMOVE PAVEMENT NEXT TO SAWCUTS SO NOT TO DAMAGE PAVEMENT PANELS TO REMAIN. ANY PIECES THAT BECOME DISLODGED DURING CONSTRUCTION MUST BECOME INCORPORATED INTO PAVEMENT RESURFACING LIMITS.
  2. NEW PAVEMENT SHALL BE CLASS 4000, WITH 1.5" NOMINAL MAX SIZE OF AGGREGATE.



SEE SHEET C2

LEGEND

ROADWAY EXCAVATION INCLUDING HAUL

	</								

Designed  
BED, LC

Drawn  
BED

Checked  
DTE

Design Review Level

Daniel T. Ferro  
Professional Engineer  
No. 30723143  
Date: 2024.08.30 15:16:00 -07'00"



**EVERETT**  
PUBLIC WORKS

3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

**FULTON ST PED BIKE CORRIDOR**

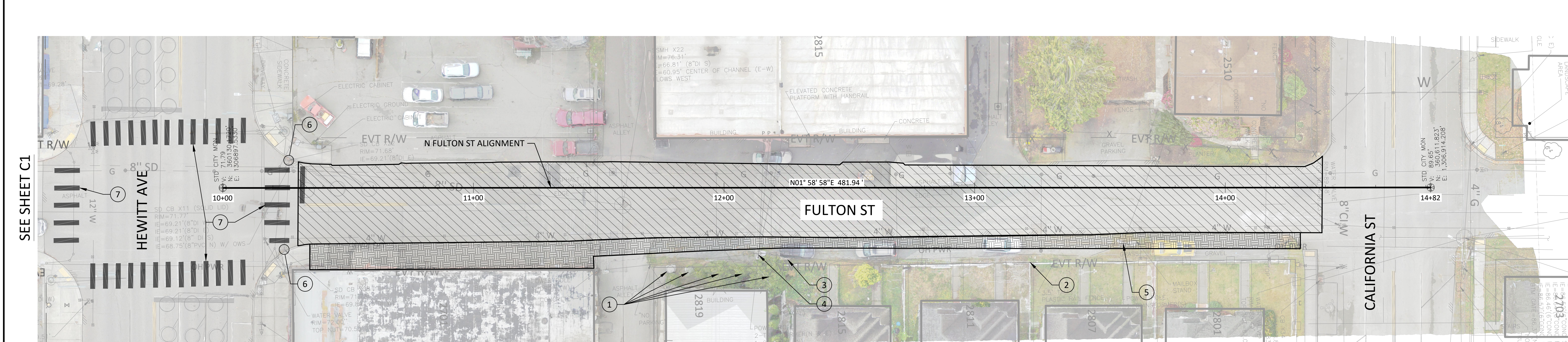
**WORK ORDER 3785**

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

**SITE PREP-TESC-SURVEY CONTROL**

**PACIFIC AVE TO HEWITT AVE**

Drawing	SP1
Sheet No.	3
	21 Of Total



PLAN

SCALE: 1"= 20'

CONTROL MONUMENT DATA

CITY WORK ORDER #:	3730
SURVEY COMPANY:	METRON & ASSOCIATES
DATE(S) OF SURVEY:	02/04/20 - 22/06/20
RECORDED SURVEY #:	NA
FIELD BOOK #(S)/PAGES:	Metron #-R4E T29N 4
DATUM (VERTICAL)	NAVD 88
DATUM (HORIZONTAL)	NAD 83/91
BASIS OF BEARING:	NAD 83/91

CONSTRUCTION NOTES:

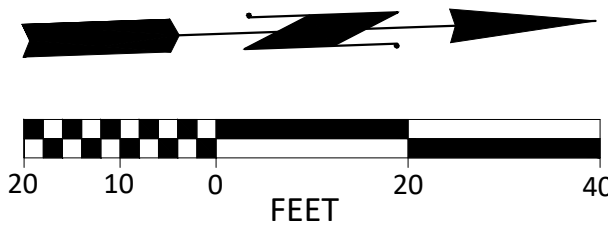
- PROTECT IN PLACE LANDSCAPE BOULDERS AND TREES ALONG WEST SIDE OF EXISTING BUILDING.
- PROTECT IN PLACE EXISTING FENCE.
- EXISTING COM VAULT TO REMAIN IN PLACE.
- EXISTING POWER POLE TO REMAIN IN PLACE.
- EXISTING POWER POLE TO BE RELOCATED BY OTHERS.
- PROVIDE INLET PROTECTION PRIOR TO CONSTRUCTION.
- REMOVE ALL PLASTIC CROSSWALK LINE AT INTERSECTION OF HEWITT AVE AND FULTON ST.
- REMOVE EXISTING CONCRETE CEMENT SIDEWALK.

LEGEND

- PLANING BITUMINOUS PAVEMENT. SEE ROADWAY SECTION ON SHEET C5.
- ROADWAY EXCAVATION INCLUDING HAUL

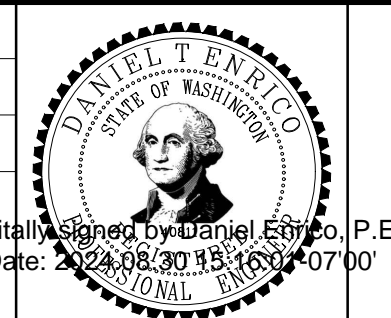
SURVEY CONTROL POINT DATA

COORDINATE SYSTEM	LOCAL	ITEM	# 703 63 01
		NORTHING (LY)	LY= 360,070.166'
		EASTING (LX)	LX=1,308,627.208'
	STATE PLANE	ELEVATION (LZ)	LZ=30.84'
		NORTHING (SPY)	SPY= 360,070.090'
		EASTING (SPX)	SPX=1,308,627.153'
		ELEVATION (SPZ)	SPZ=na
	CONVERSION	SCALE FACTOR (LOCAL TO STA. PLANE)	0.99994518
		ROTATION ANGLE (LOCAL TO STA. PLANE) (CCLOCK=+,CLOCK=-)	-1° 00' 31.13"



NO.	DATE	APRVD	REVISION
PLANS ISSUED FOR			
BID ACTION	9-4-24	LC	CONST
DATE	APRVD	DATE	APRVD
RECORD	DATE	APRVD	DATE

Designed	BED, LC
Drawn	BED
Checked	DTE
Design Review Level	



Digital Signature of Daniel E. Beddoe, P.E.  
Date: 2024.08.30 15:16:00 -07'00'



3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

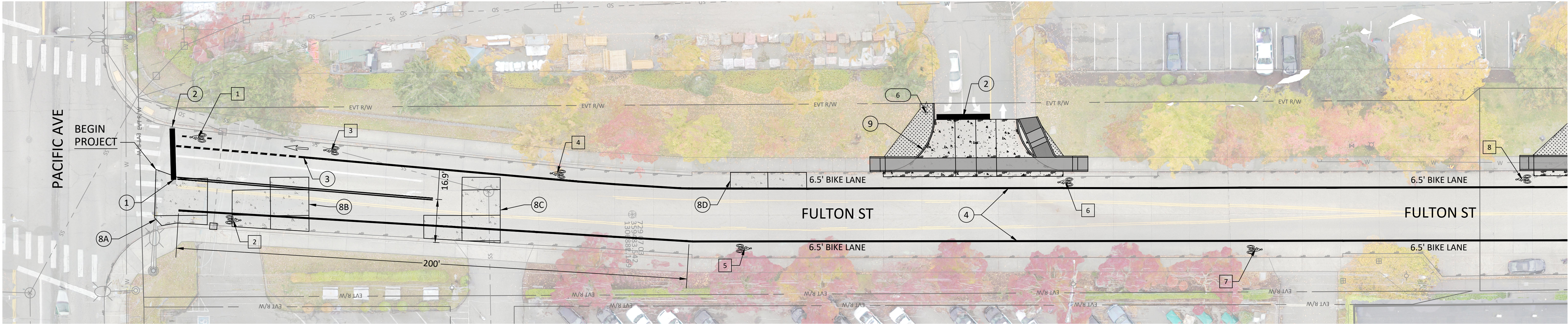
SITE PREP-TESC-SURVEY CONTROL  
HEWITT AVE TO CALIFORNIA ST

Drawing  
SP2

Sheet No.

4

21  
Of Total



PLAN

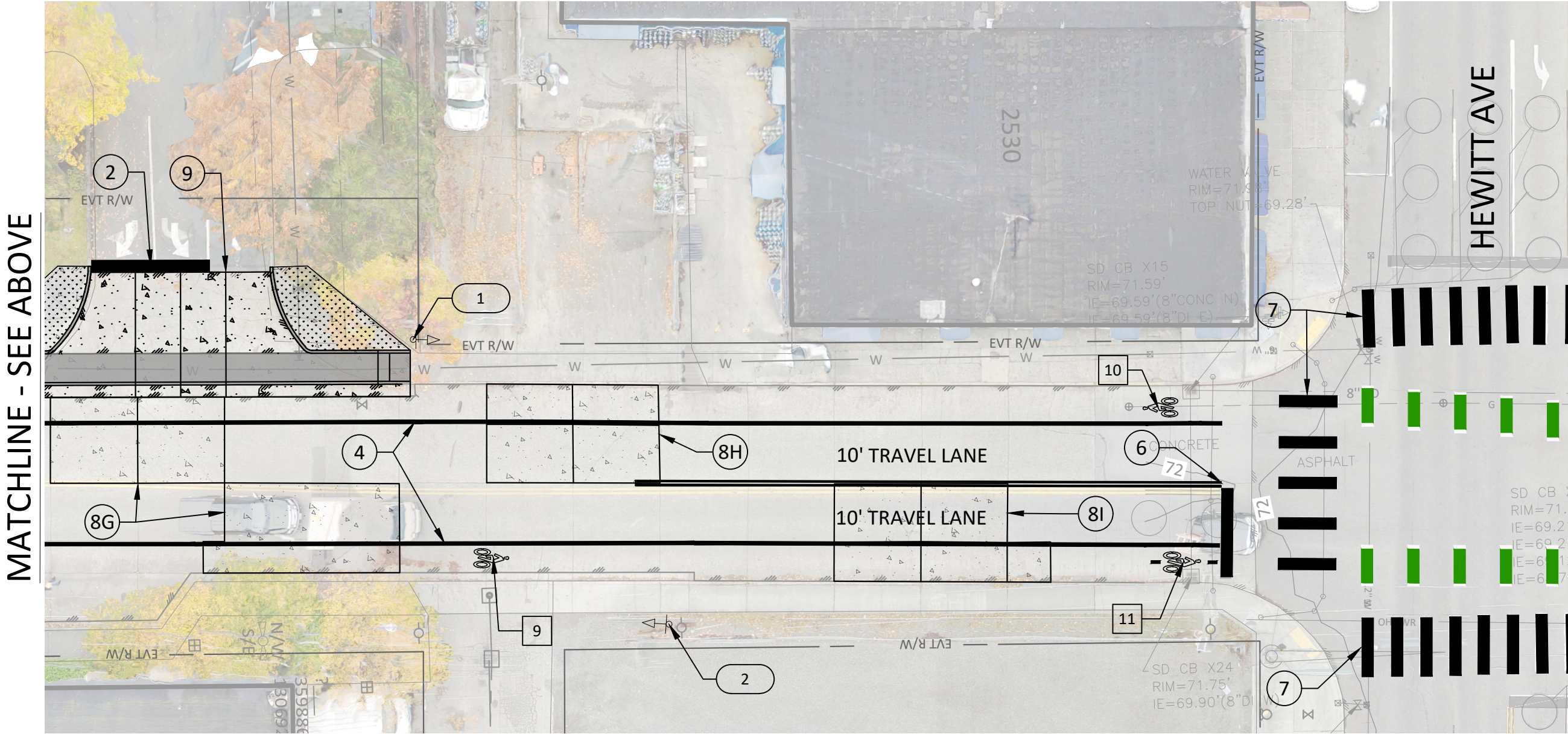
SCALE: 1"= 20'

CONSTRUCTION NOTES:

- INSTALL DOUBLE YELLOW LANE 4' WEST OF EXISTING STRIPING UP TO 100' FROM STOP BAR CENTERED FROM REMAINING WIDTH ±12'.
- INSTALL NEW STOP BAR AT SAME LOCATION.
- INSTALL DASHED BIKE LANE UP TO 50' FROM STOP BAR, THEN SOLID 6.5' BIKE LANE NORTHWARD.
- INSTALL 6.5' WIDE BIKE LANE FROM EDGE OF EXISTING CURB. SIGNS AND BICYCLE LANE SYMBOLS WILL BE STAKED BY ENGINEER. CONTACT TRAFFIC ENGINEERING 3 DAYS PRIOR TO INSTALLATION FOR STAKING.
- INSTALL 6.5' WIDE BIKE LANE. SIGNS AND BICYCLE LANE SYMBOLS WILL BE STAKED BY ENGINEER. CONTACT TRAFFIC ENGINEERING 3 DAYS PRIOR TO INSTALLATION FOR STAKING.
- INSTALL DOUBLE YELLOW LANE STRIPING 100' LONG SOUTH OF STOP BAR.
- INSTALL NEW CROSSWALK STRIPING.
- REPLACE CEMENT CONCRETE PANEL TO NEAREST EXPANSION JOINT AS SHOWN.
- INSTALL CEMENT CONCRETE DRIVEWAY RAMP TYPE 1 PER COE STANDARD DRAWING 315. SEE DRIVEWAY DETAILS ON SHEET C3.

GENERAL NOTES:

- INSTALL FOUNDATIONS, POSTS, AND SIGNS PER COE STANDARD PLANS 715, 716, 717, 718 AND 719. ANCHOR PLATE INSTALLATIONS ARE NOT ALLOWED.
- NORTHING/EASTING SHOWN FOR SIGNS AND PAVEMENT MARKINGS ARE APPROXIMATE. LOCATIONS FOR SIGNS WILL BE MARKED BY THE ENGINEER. CONTACT TRAFFIC ENGINEERING THROUGH THE ENGINEER 3 DAYS PRIOR TO INSTALLATION.
- POST LENGTHS SHALL BE VERIFIED IN THE FIELD AND CUT TO LENGTH AS NEEDED.
- ALL POSTS SHALL BE 14 GAUGE, 2" PERFORATED SQUARE STEEL SOLID WALL.
- ALL SIGN SHEETING SHALL BE EITHER TYPE III OR IV.
- WHERE CALLED FOR IN SIGN SCHEDULE, CORE DRILL SIDEWALK SHALL BE 6" CORE. PATCH BACK WITH COMMERCIAL CONCRETE AND FINISH TO MATCH SURROUNDING SIDEWALK.
- SHARROWS, BICYCLE SYMBOLS AND GREEN BACKGROUND PAVEMENT MARKINGS SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC.
- SHARROWS SHALL BE INSTALLED SO THE CENTER LINE OF THE SHARROW IS ALIGNED WITH THE CENTER LINE OF THE VEHICLE TRAVEL LANE OF INSTALLATION. SHARROWS SHALL NOT BE INSTALLED IN THE SHOULDER OR AT THE EDGE OF THE VEHICLE TRAVEL LANE.
- MULTIPLE SIGNS WILL BE INSTALLED ON EACH SIGN POST. DESTINATION SIGNS INSTALLED BELOW BIKE ROUTE SIGN SHALL BE INSTALLED WITH NEAREST DESTINATION ON TOP AND FURTHEST DESTINATION ON BOTTOM.
- FOR SIGN SCHEDULE AND INSTALLATION SEE SHEET C5.
- FOR SIDEWALK DETAILS SEE SHEET C4.

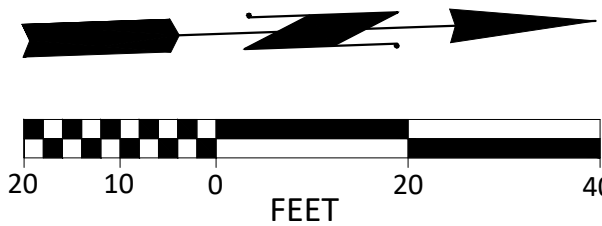


BIKE SIGN POINT TABLE			
(X)	NORTHING	EASTING	DESCRIPTION
1	359914.21	1306872.05	BIKE SIGN
2	359956.65	1306922.71	BIKE SIGN
3	360488.84	1306936.79	BIKE SIGN
4	360505.42	1306896.75	BIKE SIGN
5	360554.21	1306938.55	BIKE SIGN
6	359600.07	1306846.59	STOP SIGN

SEE SHEET C5 FOR SIGN SCHEDULE

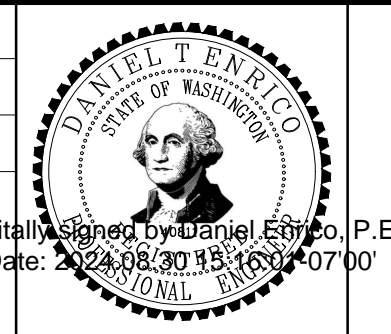
BIKE SYMBOL POINT TABLE				
(X)	NORTHING	EASTING	DESCRIPTION	SHEET
1	359314.71	1306846.15	BIKE DETECTION PAVEMENT MARKER	C1
2	359327.28	1306878.91	BIKE LANE	C1
3	359366.71	1306853.06	BIKE STRAIGHT ARROW	C1
4	359455.05	1306865.29	BIKE LANE	C1
5	359526.72	1306897.02	BIKE LANE	C1
6	359653.70	1306875.43	BIKE LANE	C1
7	359726.67	1306904.43	BIKE LANE	C1
8	359833.05	1306880.58	BIKE LANE	C1
9	359926.26	1306910.25	BIKE LANE	C1
10	360042.88	1306888.30	BIKE LANE	C1
11	360045.38	1306915.04	BIKE DETECTION PAVEMENT MARKER	C1
12	360168.76	1306897.75	BIKE DETECTION PAVEMENT MARKER	C2
13	360172.16	1306918.23	BIKE LANE	C2
14	360274.82	1306901.31	SHARROW STRAIGHT	C2
15	360383.99	1306920.92	BIKE LANE	C2
16	360474.65	1306908.29	SHARROW STRAIGHT	C2
17	360546.31	1306927.07	BIKE LANE LEFT/RIGHT TURN ARROW	C2

SEE SHEET C6 FOR PAVEMENT MARKING DIMENSIONS



NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed  
BED, LC  
Drawn  
BED  
Checked  
DTE  
Design Review Level



Digital Signature of Daniel T. Arco, P.E.  
Date: 2024-08-30 15:16:00



3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE  
CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

CIVIL

PACIFIC AVE TO HEWITT AVE

Drawing

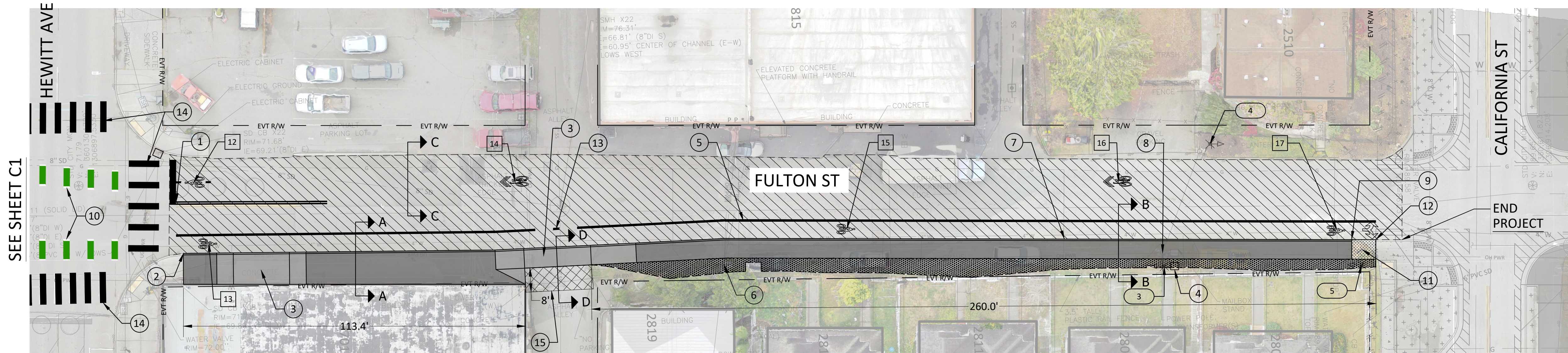
C1

Sheet No.

5

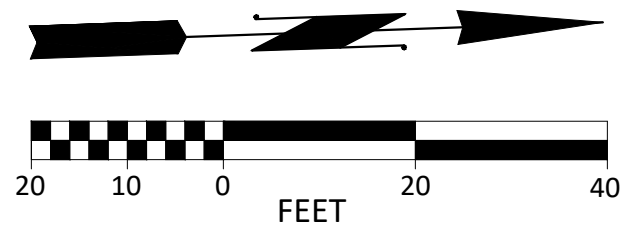
21

Of Total

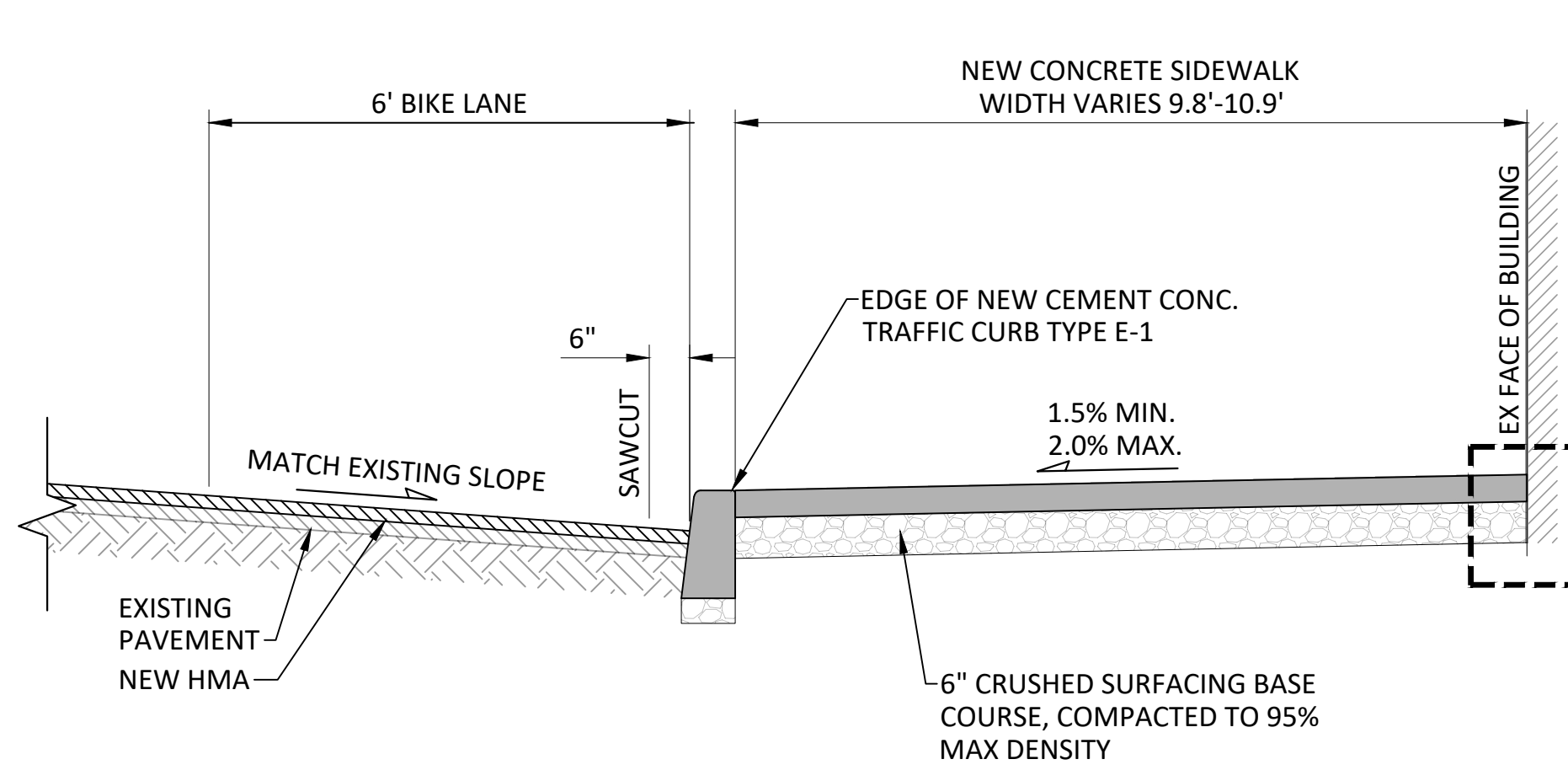


PLAN

SCALE: 1"=20'

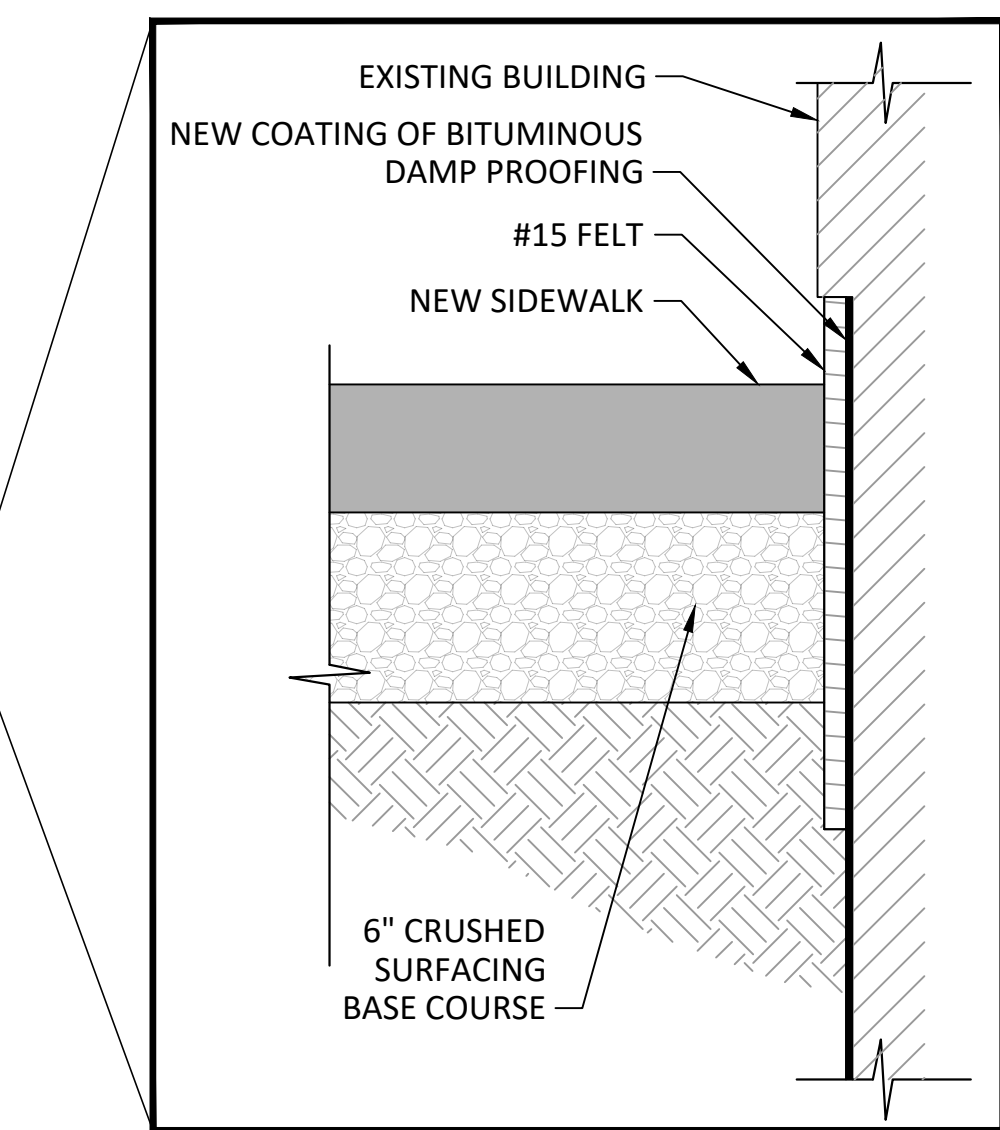


- PLANING BITUMINOUS PAVEMENT OVERLAY WITH HMA CLASS 1/2 INCH PG 64-22.
- DRIVEWAY RAMP, TYPE 1
- CEMENT, CONC. SIDEWALK
- EXISTING SUBGRADE
- HMA CLASS 1/2 INCH PG 64-22 FILL
- GRAVEL BORROW



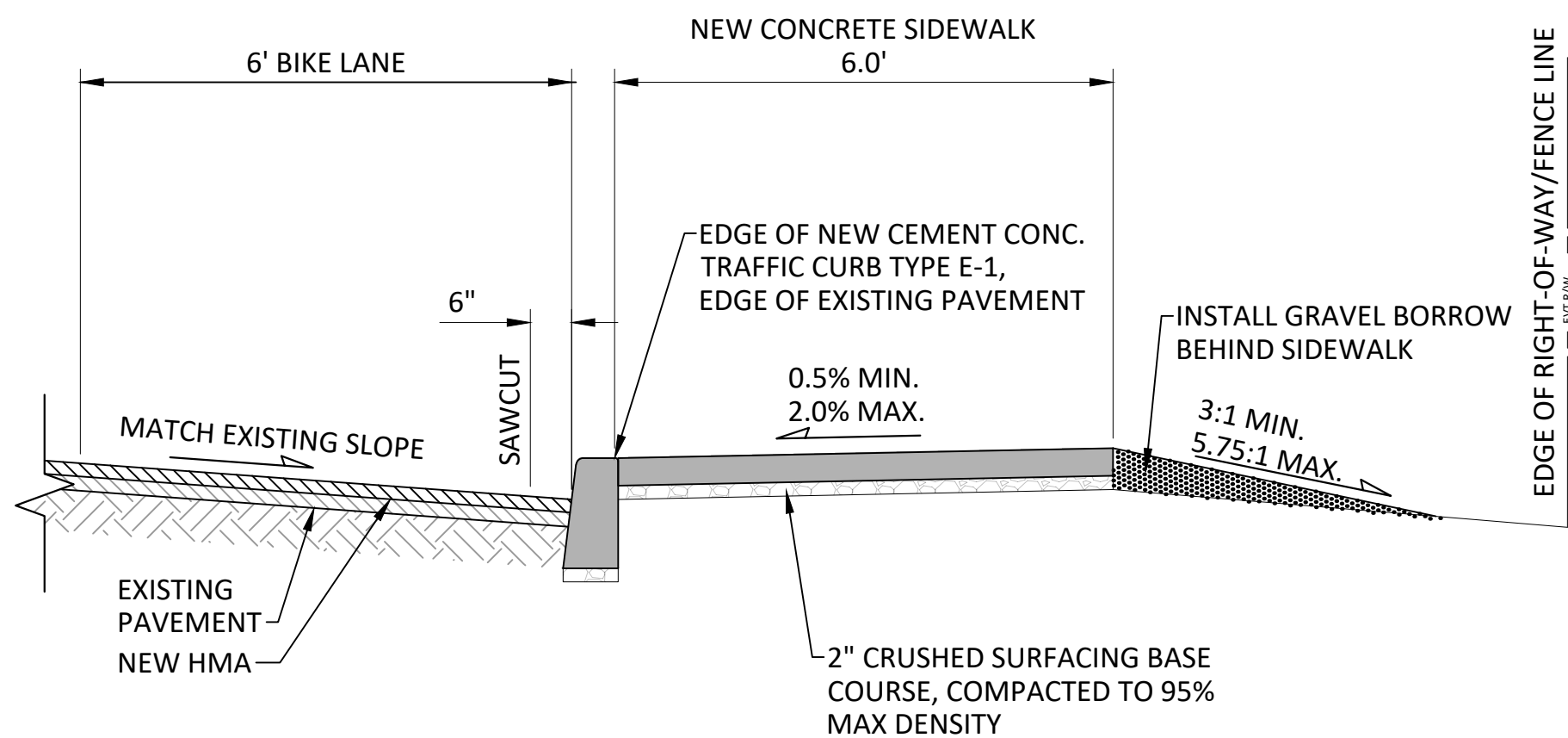
SECTION A-A

SCALE: 1"=5'



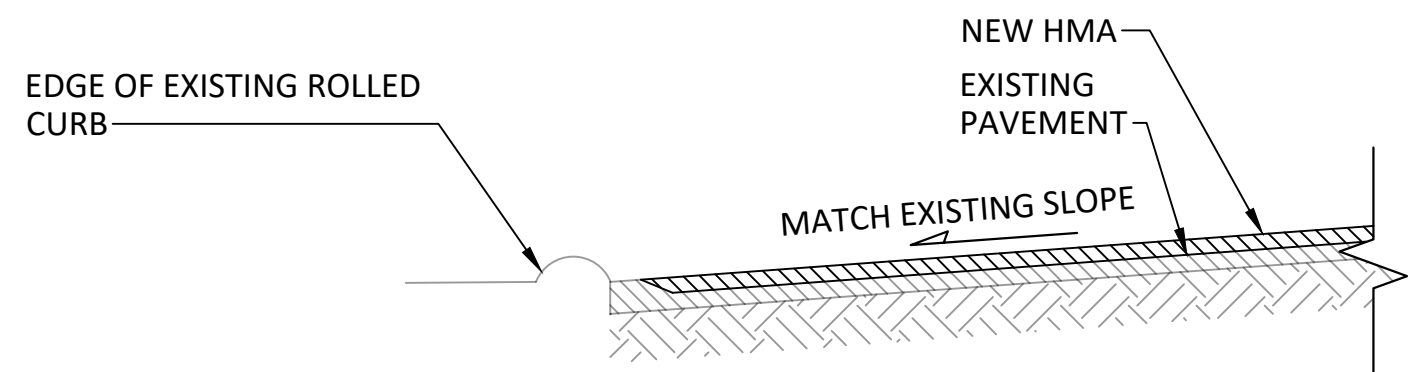
WATERPROOFING AT BUILDING FACE AND NEW SIDEWALK EDGE

SCALE: NTS



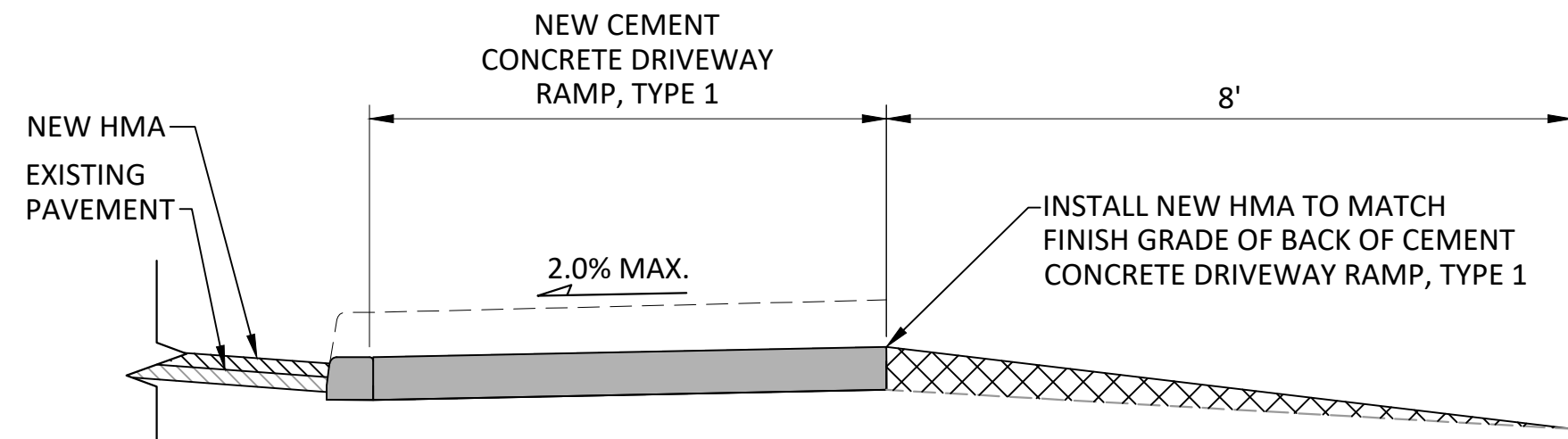
SECTION B-B

SCALE: 1"=5'



SECTION C-C

SCALE: 1"=5'



SECTION D-D

SCALE: 1"=5'

CONSTRUCTION NOTES:

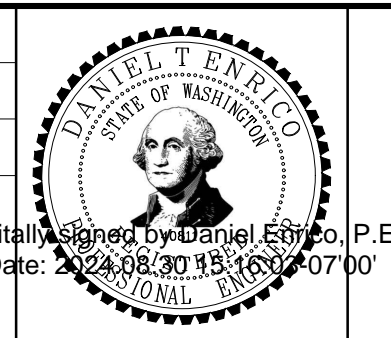
- REINSTALL DOUBLE-YELLOW STRIPING 1.0' WEST OF EXISTING DOUBLE YELLOW LINE AND 50' LONG FROM STOPBAR.
- BEGIN RECONSTRUCTION OF NEW SIDEWALK WITH E-1 CURB. SEE COE STANDARD PLAN 309.
- INSTALL NEW CEMENT CONCRETE DRIVEWAY RAMP TYPE-1. SEE COE STANDARD PLAN 315.
- EXISTING MAILBOX AND FOUNDATION TO BE REMOVED AND NEW MAILBOX AND FOUNDATION PLACED IN ACCORDANCE WITH COE STANDARD PLAN 329.
- INSTALL 6' WIDE BIKE LANE PARALLEL TO NEW SIDEWALK.
- EXISTING UTILITY POLE TO REMAIN.
- INSTALL NEW E-1 CURB, SEE COE STANDARD PLAN 309. INSTALL 6.0' WIDE SIDEWALK.
- EXISTING UTILITY POLE TO BE RELOCATED BY OTHERS.
- END RECONSTRUCTION OF NEW SIDEWALK.
- INSTALL BIKE LANE EXTENSION BARS ACROSS HEWITT AVE. SEE SHEET C6.
- REMOVE AND RELOCATE STOP SIGN.
- TEMPORARY ASPHALT RAMP. GRADE TO EXISTING.
- INSTALL PER "BIKE LANE @ ALLEYWAY BETWEEN HEWITT AVE AND CALIFORNIA ST" DETAIL ON SHEET C6.
- INSTALL NEW CROSSWALK STRIPING.
- INSTALL NEW HMA TO MATCH FINISH GRADE AT BACK OF SIDEWALK. GRADE TO MATCH EXISTING ALLEY CROSS SLOPE.

GENERAL NOTES:

- INSTALL FOUNDATIONS, POSTS, AND SIGNS PER COE STANDARD PLANS 715, 716, 717, 718 AND 719. ANCHOR PLATE INSTALLATIONS ARE NOT ALLOWED.
- NORTHING/EASTING SHOWN FOR SIGNS AND PAVEMENT MARKINGS ARE APPROXIMATE. LOCATIONS FOR SIGNS WILL BE MARKED BY THE ENGINEER. CONTACT TRAFFIC ENGINEERING THROUGH THE ENGINEER 3 DAYS PRIOR TO INSTALLATION.
- POST LENGTHS SHALL BE VERIFIED IN THE FIELD AND CUT TO LENGTH AS NEEDED.
- ALL POSTS SHALL BE 14 GAUGE, 2" PERFORATED SQUARE STEEL SOLID WALL.
- ALL SIGN SHEETING SHALL BE EITHER TYPE III OR IV.
- WHERE CALLED FOR IN SIGN SCHEDULE, CORE DRILL SIDEWALK SHALL BE 6" CORE. PATCH BACK WITH COMMERCIAL CONCRETE AND FINISH TO MATCH SURROUNDING SIDEWALK.
- SHARROWS, BICYCLE SYMBOLS AND GREEN BACKGROUND PAVEMENT MARKINGS SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC.
- SHARROWS SHALL BE INSTALLED SO THE CENTER LINE OF THE SHARROW IS ALIGNED WITH THE CENTER LINE OF THE VEHICLE TRAVEL LANE OF INSTALLATION. SHARROWS SHALL NOT BE INSTALLED IN THE SHOULDER OR AT THE EDGE OF THE VEHICLE TRAVEL LANE.
- MULTIPLE SIGNS WILL BE INSTALLED ON EACH SIGN POST. DESTINATION SIGNS TO BE INSTALLED BELOW. BIKE ROUTE SIGN SHALL BE INSTALLED WITH NEAREST DESTINATION ON TOP AND FURTHEST DESTINATION ON BOTTOM.
- FOR SIGN SCHEDULE AND INSTALLATION SEE SHEET C5.
- ALL LABOR AND MATERIALS FOR COATINGS AND FELT FOR SIDEWALK UP AGAINST BUILDING TO BE INCLUDED IN UNIT PRICE FOR CEMENT CONC. SIDEWALK.

NO.	DATE	APRVD	REVISION
PLANS ISSUED FOR			
BID	9-4-24	LC	CONST
ACTION	DATE	APRVD	ACTION
DATE	APRVD	DATE	APRVD

Designed	BED, LC
Drawn	BED
Checked	DTE
Design Review Level	



Digital Signature of Daniel E. Rocco, P.E.  
Date: 2024.08.30 15:16:00 -07'00'



3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

CIVIL  
HEWITT AVE TO CALIFORNIA ST

Drawing

C2

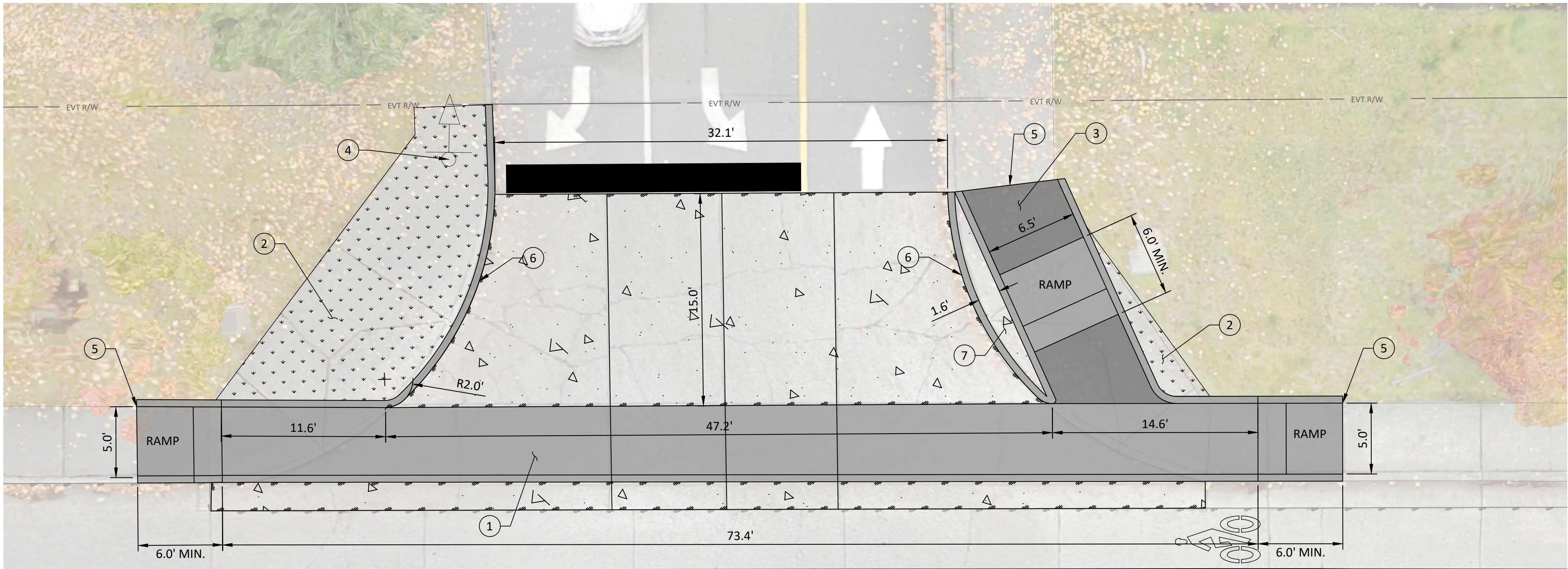
Sheet No.

6

21  
Of Total

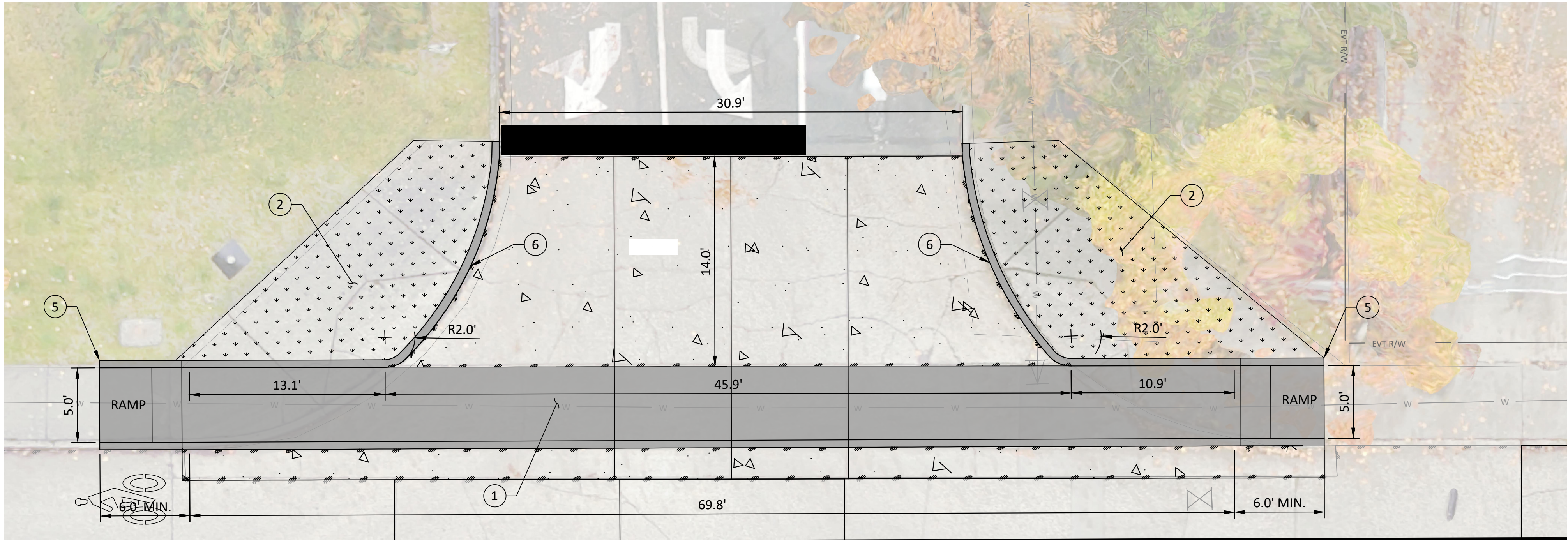
City of Everett Field Book/Starting Page / Control Monument Date Surveyed By

Sheetset Name 3785 FULTON ST PED BIKE CORRIDOR  
Plot style Everett-2016.ctb  
Last saved by bDefreese  
Printed by Brian Defreese  
Plot date 8/30/2024 9:49 AM  
Filepath\\filename S:\COMMON\ENGINEERING PROJECTS\3785 FULTON ST PED BIKE CORRIDOR\300 CAD-BIM\SHEET\3785-CVLDWG



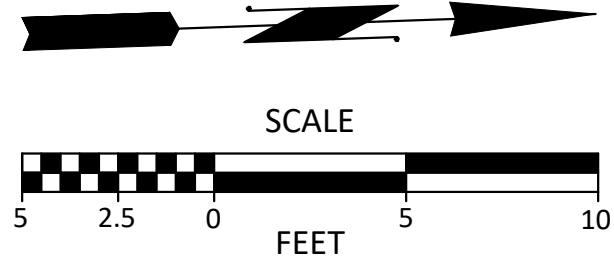
LOWES ENTRANCE - SOUTH FULTON ST

SCALE: 1"= 5'



LOWES ENTRANCE - NORTH FULTON ST

SCALE: 1"= 5'



- (X) CONSTRUCTION NOTES:
- 1. INSTALL CEMENT CONCRETE DRIVEWAY RAMP TYPE 1 PER COE STANDARD PLAN 315.
  - 2. REMOVE EXISTING CONCRETE AND REPLACE WITH TOPSOIL TYPE A AND SOD.
  - 3. INSTALL NEW SIDEWALK.
  - 4. INSTALL NEW STOP SIGN.
  - 5. MATCH EXISTING AT NEAREST EXPANSION JOINT.
  - 6. INSTALL NEW E-1 CURB PER COE STANDARD PLAN 309.
  - 7. INSTALL CONCRETE IN-BETWEEN CURBS FLUSH WITH TOP OF CURB.

NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed  
BED, LC

Drawn  
BED

Checked  
DTE

Design Review Level

Digital Signature of Daniel E. Rocco, P.E.  
Date: 2024.08.30 15:16:00 -07'00'

3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE CORRIDOR

WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

CIVIL

LOWES DRIVEWAYS

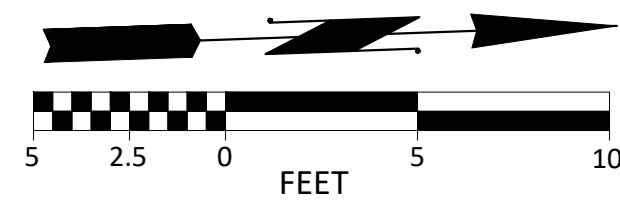
Drawing

C3

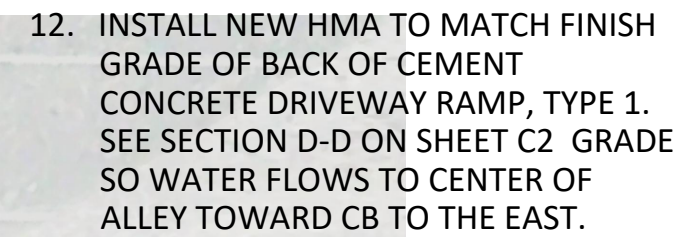
Sheet No.

7

21 Of Total



SCALE: 1"=5'



Digitally signed by Daniel T. Enrico  
Date: 2024.08.30 15:16:40

3200 Cedar Street  
Everett, WA 98201  
425.257.8800 [everettwa.gov](http://everettwa.gov)

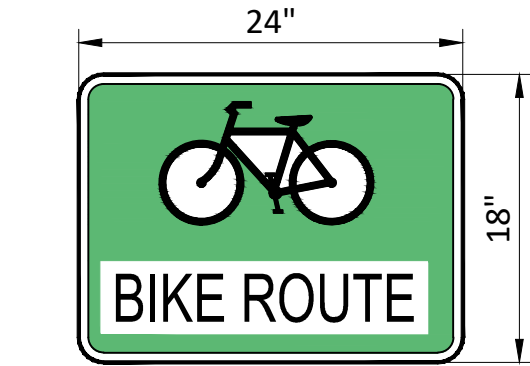
REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

### PROPOSED SIDEWALK

21  
Of Total

SIGN SCHEDULE							
	#			SIGN SIZE		POST	
SHEET	SIGN #	SIGN CODE (DESCRIPTION)	LOCATION	X"	Y"	LENGTH	COMMENTS
C1	1	D11-1 (BIKE ROUTE)	STAKED BY ENGINEER	24	18	11.5	INSTALL NEW SIGN AND POST WITH FOUNDATION.
		D1-1a (EVERETT STATION 0.2 MI ^)		24	6		INSTALL NEW SIGN BELOW D11-1.
C1	2	D11-1 (BIKE ROUTE)	STAKED BY ENGINEER	24	18	12.5	INSTALL NEW SIGN AND POST WITH FOUNDATION.
		D1-1a (DOWNTOWN 0.4 MI ^)		24	6		INSTALL NEW SIGN BELOW D11-1.
		D1-1a (WATERFRONT PLACE 2.3 MI ^)		24	6		INSTALL NEW SIGN BELOW D1-1a.
		D1-1a (EVCC/WSU EVERETT 2.7 MI)		24	6		INSTALL NEW SIGN BELOW D1-1a.
C2	3	D11-1 (BIKE ROUTE)	STAKED BY ENGINEER	24	18	12.5	INSTALL NEW SIGN AND POST WITH FOUNDATION.
		D1-1a (DOWNTOWN 0.3 MI ^)		24	6		INSTALL NEW SIGN BELOW D11-1.
		D1-1a (WATERFRONT PLACE 2.2 MI ^)		24	6		INSTALL NEW SIGN BELOW D1-1a.
		D1-1a (EVCC/WSU EVERETT 2.6 MI)		24	6		INSTALL NEW SIGN BELOW D1-1a.
C2	4	D11-1 (BIKE ROUTE)	STAKED BY ENGINEER	24	18	11.5	INSTALL NEW SIGN AND POST WITH FOUNDATION.
		D1-1a (EVERETT STATION 0.3 MI ^)		24	6		INSTALL NEW SIGN BELOW D11-1.
C2	5	R1-1 (STOP)	STAKED BY ENGINEER	30	30	12.0	INSTALL NEW POST WITH FOUNDATION. REMOVE EXISTING SIGN AND POST.  RELOCATE EXISTING STOP SIGN TO NEW POST.
C1	6	R1-1 (STOP)	STAKED BY ENGINEER	30	30	12.0	INSTALL NEW SIGN AND POST WITH FOUNDATION.

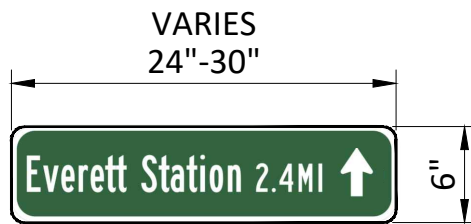
LEGEND  
> RIGHT ARROW  
< LEFT ARROW  
^ STRAIGHT ARROW



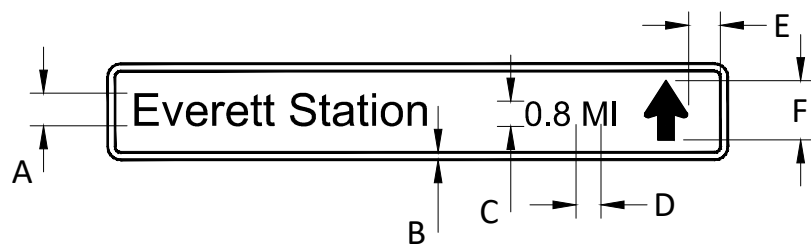
D11-1



D1-1a MOD

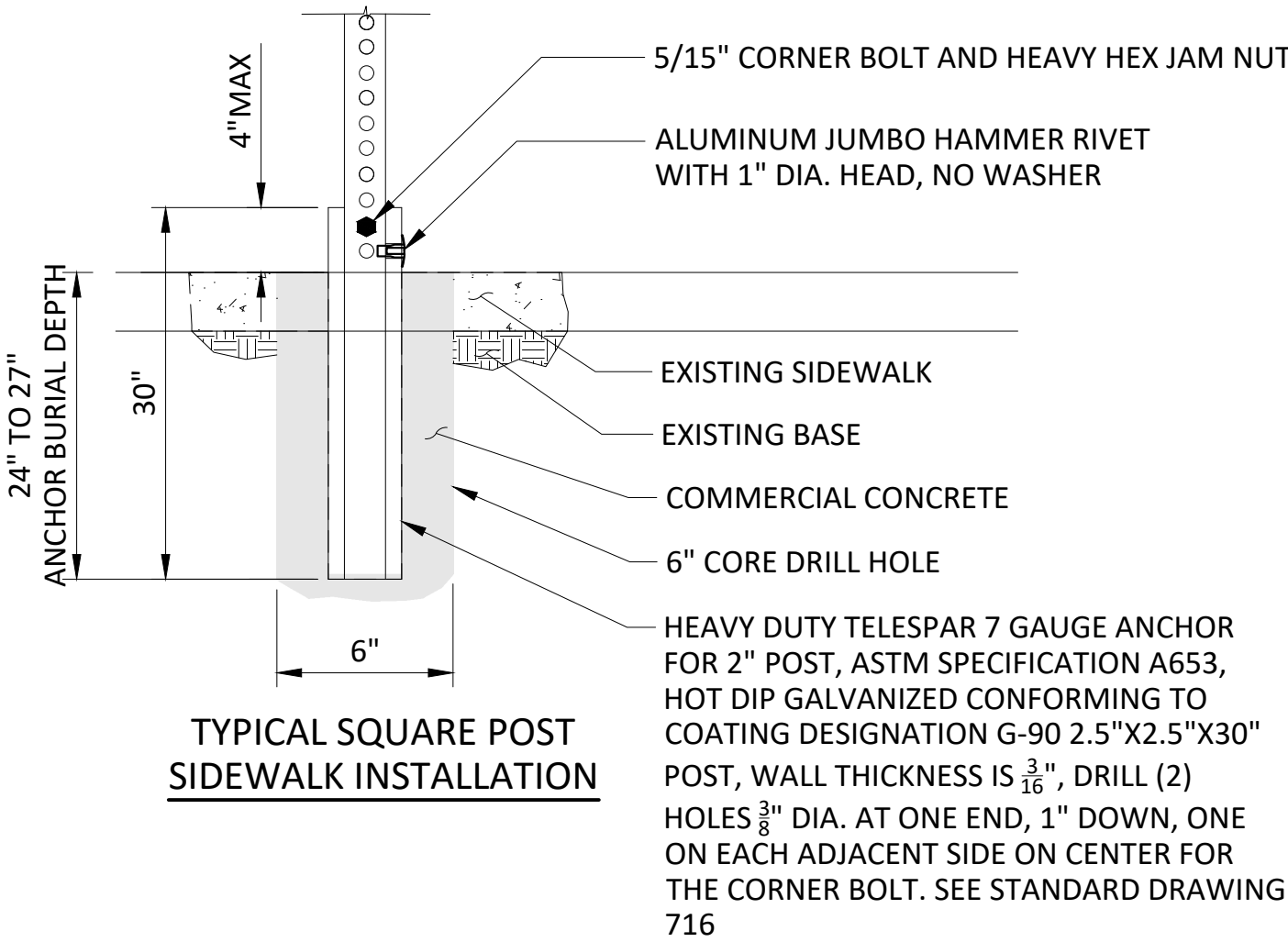


D1-1a



ITEM	INCHES
A	2.00
B	0.50
C	1.50
D	1.00
E	0.75
F	3.00

- NOTES
1. INSTALL FOUNDATIONS, POSTS, AND SIGNS PER COE STANDARD PLANS 715, 716, 717, 718 AND 719. ANCHOR PLATE INSTALLATIONS ARE NOT ALLOWED.
  2. NORTHING/EASTING SHOWN FOR SIGNS AND PAVEMENT MARKINGS ARE APPROXIMATE. LOCATIONS FOR SIGNS WILL BE MARKED BY THE ENGINEER. CONTACT TRAFFIC ENGINEERING THROUGH THE ENGINEER 3 DAYS PRIOR TO INSTALLATION.
  3. POST LENGTHS SHALL BE VERIFIED IN THE FIELD AND CUT TO LENGTH AS NEEDED.
  4. ALL POSTS SHALL BE 14 GAUGE, 2" PERFORATED SQUARE STEEL SOLID WALL.
  5. ALL SIGN SHEETING SHALL BE EITHER TYPE III OR IV.
  6. WHERE CALLED FOR IN SIGN SCHEDULE, CORE DRILL SIDEWALK SHALL BE 6" CORE. PATCH BACK WITH COMMERCIAL CONCRETE AND FINISH TO MATCH SURROUNDING SIDEWALK.
  7. SHARROWS, BICYCLE SYMBOLS AND GREEN BACKGROUND PAVEMENT MARKINGS SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC.
  8. SHARROWS SHALL BE INSTALLED SO THE CENTER LINE OF THE SHARROW IS ALIGNED WITH THE CENTER LINE OF THE VEHICLE TRAVEL LANE OF INSTALLATION. SHARROWS SHALL NOT BE INSTALLED IN THE SHOULDER OR AT THE EDGE OF THE VEHICLE TRAVEL LANE.
  9. MULTIPLE SIGNS WILL BE INSTALLED ON EACH SIGN POST. DESTINATION SIGNS INSTALLED BELOW BIKE ROUTE SIGN SHALL BE INSTALLED WITH NEAREST DESTINATION ON TOP AND FURTHEST DESTINATION ON BOTTOM.
  10. DURING INSTALLATION, THE BOTTOM EDGE OF THE LOWEST SIGN MUST BE A MIN. OF 7 FEET ABOVE FINISHED GRADE.



NOTES  
A 6" CORE SHALL BE DONE FOR ALL SIGNS THAT ARE TO BE INSTALLED IN EXISTING CONCRETE. THE LENGTH OF THE CORE SHALL BE NO LESS THAN THE DEPTH OF THE SIGN POST FOUNDATION. BACKFILL THE VOID WITH COMMERCIAL CONCRETE.

NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed  
BED, LC

Drawn  
BED

Checked  
DTE

Design Review Level

Daniel E. Terco  
Professional Engineer  
State of Washington  
No. 20220800181600-0700



EVERETT  
PUBLIC WORKS

3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE  
CORRIDOR

WORK ORDER 3785

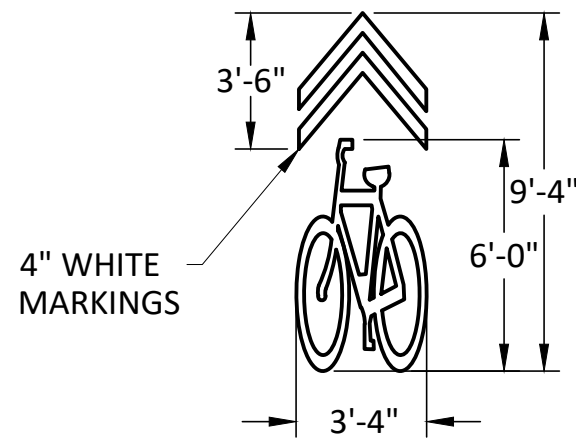
REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

SIGN SCHEDULE

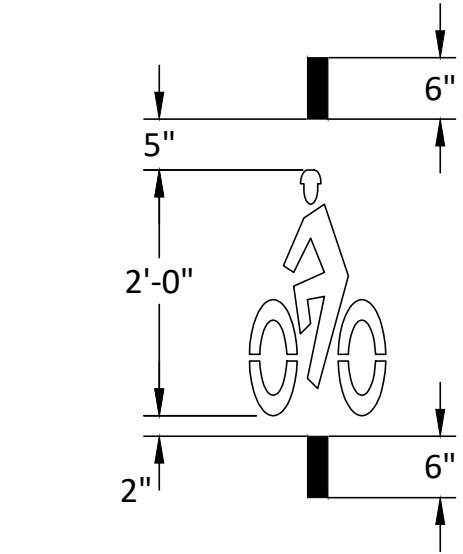
Drawing  
C5

Sheet No.  
9

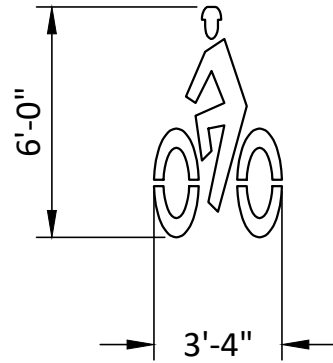
21  
Of Total



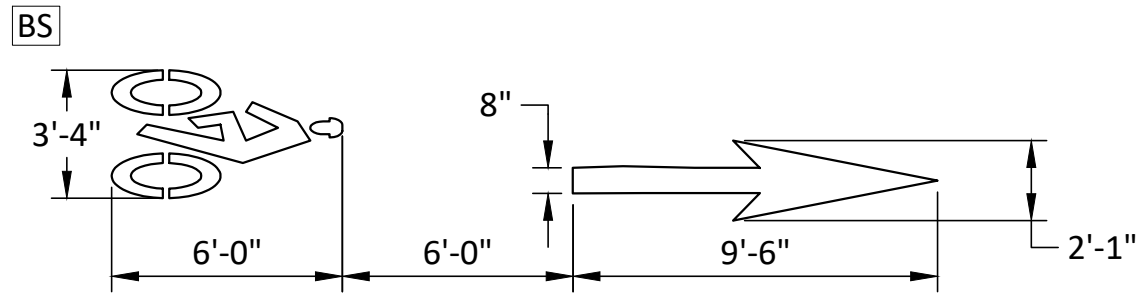
SHARROW STRAIGHT  
(WHITE)  
N.T.S.



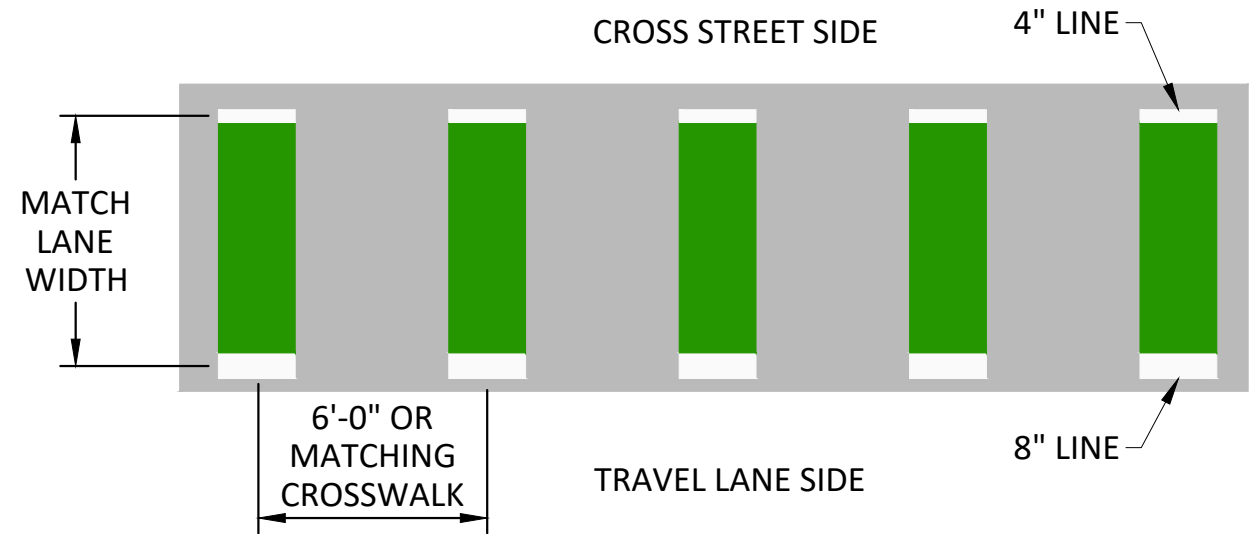
BIKE DETECTION  
PAVEMENT MARKING  
(WHITE)  
N.T.S.



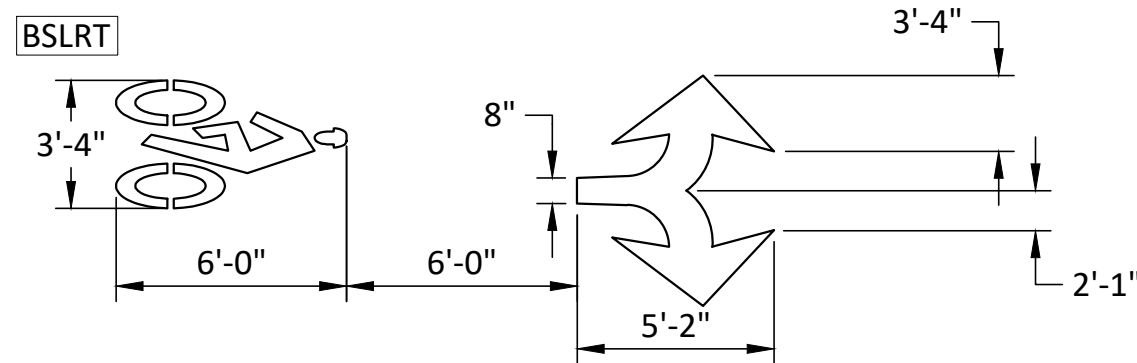
BIKE LANE (WHITE)  
N.T.S.



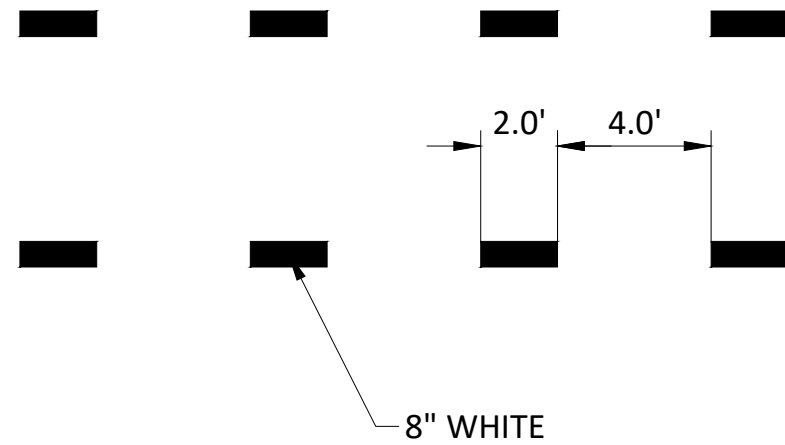
BIKE STRAIGHT ARROW  
(WHITE)  
N.T.S.



BIKE LANE EXTENSION DETAIL



BIKE LANE LEFT/RIGHT TURN ARROW  
(WHITE)  
N.T.S.



BIKE LANE @ ALLEYWAY BETWEEN  
HEWITT AVE AND CALIFORNIA ST  
N.T.S.

GENERAL NOTES

1. INSTALL FOUNDATIONS, POSTS, AND SIGNS PER COE STANDARD PLANS 715, 716, 717, 718 AND 719. ANCHOR PLATE INSTALLATIONS ARE NOT ALLOWED.
2. NORTHING/EASTING SHOWN FOR SIGNS AND PAVEMENT MARKINGS ARE APPROXIMATE. LOCATIONS FOR SIGNS WILL BE MARKED BY THE ENGINEER. CONTACT TRAFFIC ENGINEERING THROUGH THE ENGINEER 3 DAYS PRIOR TO INSTALLATION.
3. POST LENGTHS SHALL BE VERIFIED IN THE FIELD AND CUT TO LENGTH AS NEEDED.
4. ALL POSTS SHALL BE 14 GAUGE, 2" PERFORATED SQUARE STEEL SOLID WALL.
5. ALL SIGN SHEETING SHALL BE EITHER TYPE III OR IV.
6. WHERE CALLED FOR IN SIGN SCHEDULE, CORE DRILL SIDEWALK SHALL BE 6" CORE. PATCH BACK WITH COMMERCIAL CONCRETE AND FINISH TO MATCH SURROUNDING SIDEWALK.
7. SHARROWS, BICYCLE SYMBOLS AND GREEN BACKGROUND PAVEMENT MARKINGS SHALL BE TYPE B PRE-FORMED FUSED THERMOPLASTIC.
8. SHARROWS SHALL BE INSTALLED SO THE CENTER LINE OF THE SHARROW IS ALIGNED WITH THE CENTER LINE OF THE VEHICLE TRAVEL LANE OF INSTALLATION. SHARROWS SHALL NOT BE INSTALLED IN THE SHOULDER OR AT THE EDGE OF THE VEHICLE TRAVEL LANE.
9. MULTIPLE SIGNS WILL BE INSTALLED ON EACH SIGN POST. DESTINATION SIGNS INSTALLED BELOW BIKE ROUTE SIGN SHALL BE INSTALLED WITH NEAREST DESTINATION ON TOP AND FURTHEST DESTINATION ON BOTTOM.

NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed	BED, LC
Drawn	BED
Checked	DTE
Design Review Level	



Digital Signature of Daniel E. Rocco, P.E.  
Date: 2024.08.30 07:00



3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE  
CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

CIVIL

PAVEMENT MARKINGS

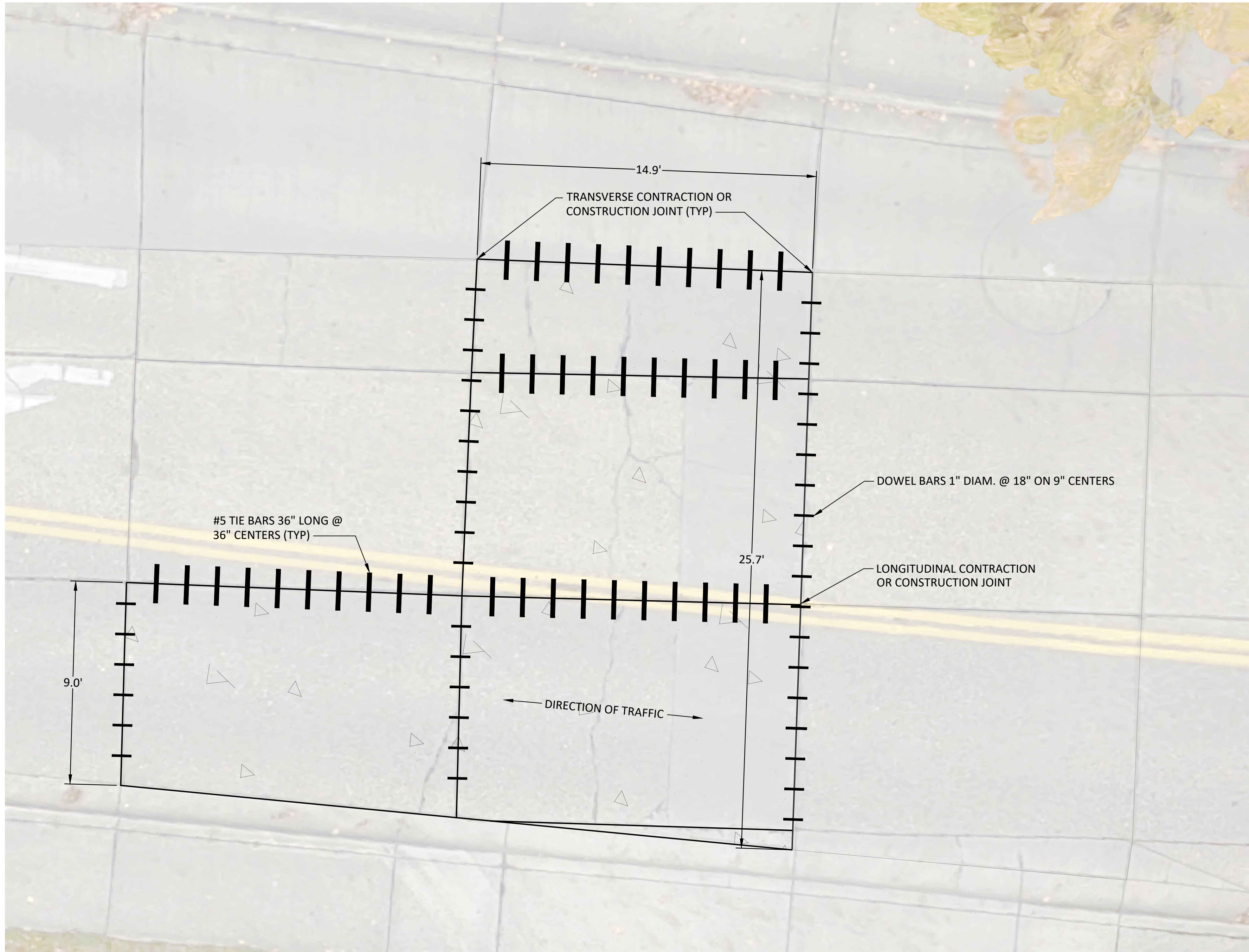
Drawing

C6

Sheet No.

10

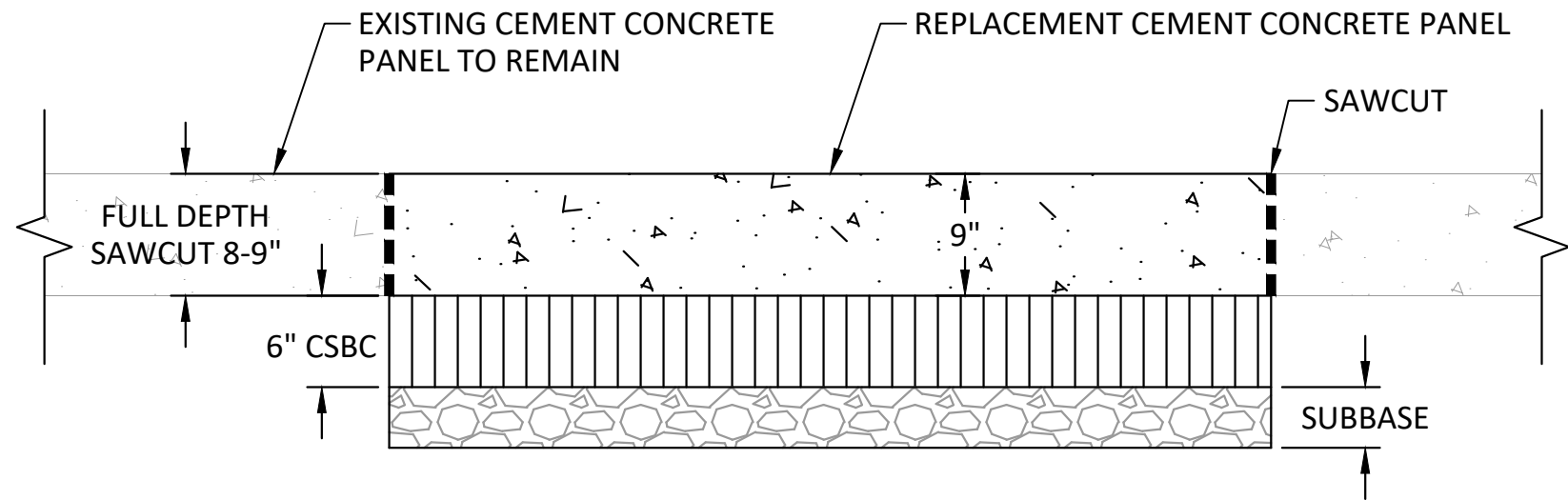
21  
Of Total



REPLACE CEMENT CONCRETE PANEL TYPICAL DETAIL  
SCALE: NTS



- NOTES**
1. THE TYPICAL JOINTING PLAN PROVIDES TYPICAL JOINT SPACING AND LOCATIONS. THE CONTRACTOR SHALL PROVIDE A DETAILED JOINTING PLAN, PER SPECIAL PROVISIONS SECTION 5-05.3. ADJUSTMENTS TO THE TYPICAL JOINT SPACING TO ACCOMMODATE STRUCTURES AND CURB RADII SHALL BE NOTED IN THE JOINTING PLAN TO BE APPROVED BY THE ENGINEER.
  2. WHERE DOWELS AND TIES ARE USED, PLACEMENT DEPTH SHALL BE AT ONE HALF THE DEPTH OF THE CONCRETE.
  3. CONTRACTION, CONSTRUCTION, AND ISOLATION JOINTS SHALL BE CONSTRUCTED PER THE SPECIFICATIONS AND PER WSDOT STD. PLAN NO. A-40.10-03.
  4. ISOLATION JOINTS AROUND STRUCTURES SHALL BE PER WSDOT STD. PLAN NO. A-40.15-00. THE CONDITION USED IS DEPENDENT ON THE JOINT LOCATIONS AND SHALL BE IDENTIFIED BY THE CONTRACTOR IN THE JOINTING PLAN AND APPROVED BY THE ENGINEER.
  5. "REPLACE CEMENT CONCRETE PANEL", PER SQUARE YARD. THE UNIT CONTRACT PRICE PER SQUARE YARD SHALL BE FULL PAYMENT FOR ALL COSTS TO COMPLETE THE WORK AS SPECIFIED, INCLUDING SAW CUTTING FULL DEPTH, REMOVAL AND DISPOSAL OF THE EXISTING PANELS OFF OF THE CONTRACTING AGENCY'S RIGHT OF WAY, PREPARING THE SURFACING BELOW THE NEW PANEL, PROVIDE, PLACE AND COMPACT THE CRUSHED SURFACING OR HOT MIX ASPHALT, FURNISHING AND PLACING POLYETHYLENE FILM OR BUILDING PAPER, FURNISHING AND PLACING THE CEMENT CONCRETE, DRILLING THE HOLES, PROVIDING AND ANCHORING THE DOWEL BARS AND TIE BARS, AND FOR ALL INCIDENTALS REQUIRED TO COMPLETE THE WORK AS SPECIFIED.



TYPICAL PANEL SECTION  
SCALE: NTS



NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed	BED, LC
Drawn	BED
Checked	DTE
Design Review Level	

Digitally signed by Daniel J. Farco, P.E.  
Date: 2024.08.30 15:16:00 -07'00'



**EVERETT**  
PUBLIC WORKS

3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE  
CORRIDOR

WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

CIVIL

JOINTING DETAIL

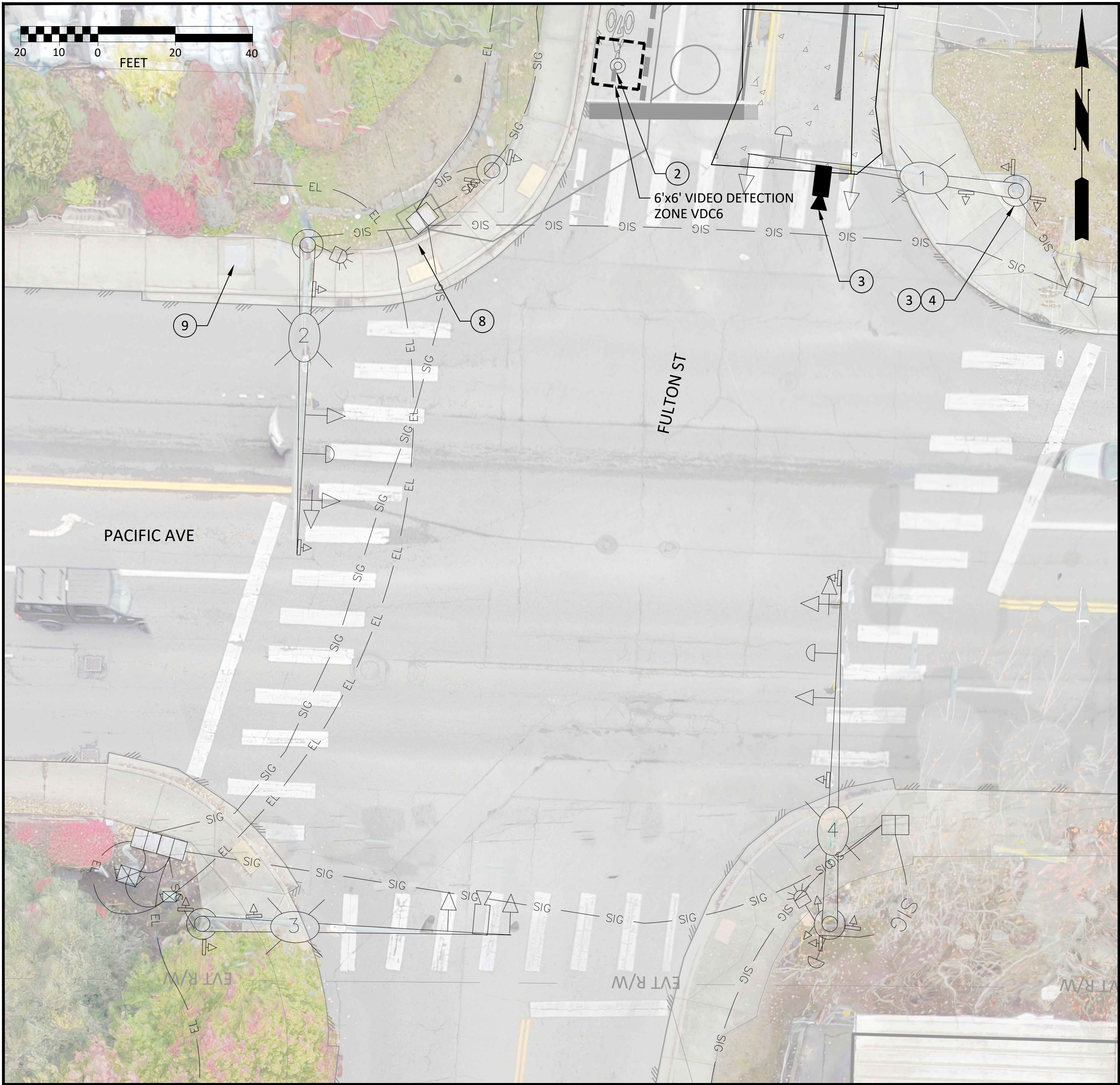
Drawing

C7

Sheet No.

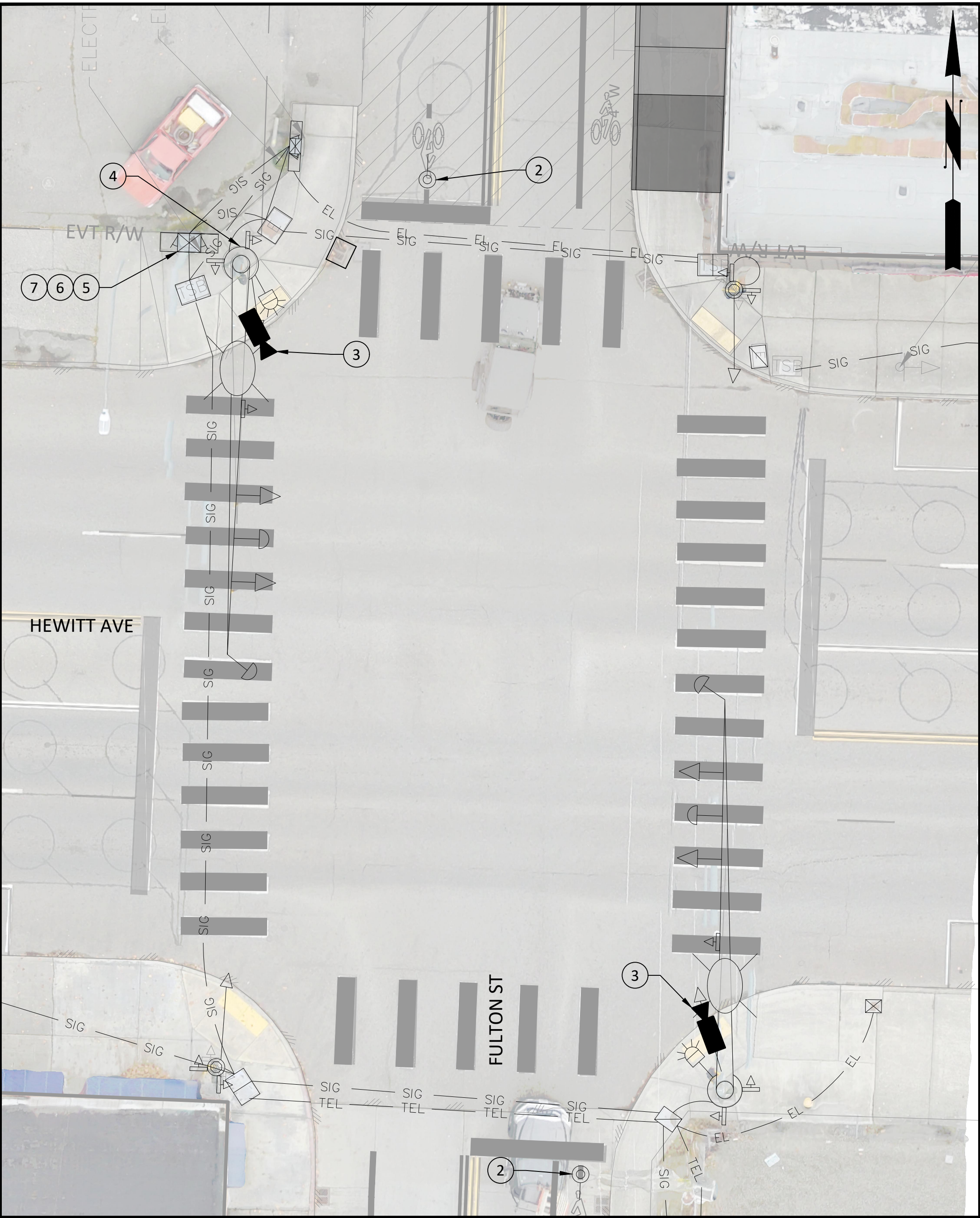
11

21  
Of Total



PACIFIC AVE/FULTON ST INTERSECTION

SCALE: 1" = 20'



HEWITT AVE/FULTON ST INTERSECTION

SCALE: 1" = 20'

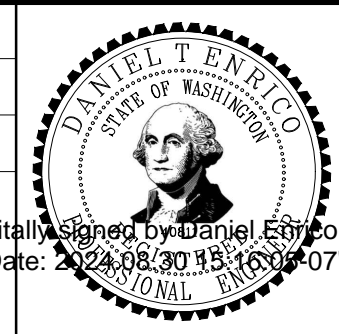
GENERAL NOTES:

- ALL JUNCTION BOXES SHALL BE TYPE 2 PER COE STANDARD DRAWING 808 UNLESS OTHERWISE NOTED. JUNCTION BOXES LOCATED IN THE PEDESTRIAN ACCESS ROUTE SHALL BE WITH NON-SLIP LIDS.
- ALL CONDUIT SHALL BE PVC SCHEDULE 40 UNLESS OTHERWISE NOTED.
- EXISTING CONDUIT CROSSINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- CONDUIT AND JUNCTION BOX LOCATIONS ARE SCHEMATIC.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE CITY OF EVERETT'S SIGNAL AND ILLUMINATION MAINTENANCE, THROUGH THE ENGINEER, FIVE (5) DAYS PRIOR TO COMMENCING THE WORK, TO ACCESS EXISTING ELECTRICAL SERVICE AT SOUTHWEST CORNER OF BROADWAY AND WALL ST.
- ALL JUNCTION BOXES SHALL HAVE FOUNDATIONS PER COE STANDARD DRAWING 808 AND THE SPECIFICATIONS.
- CONDUIT SHALL BE INSTALLED TO MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 2 FEET AND VERTICAL CLEARANCE OF 1 FOOT FROM ALL WATER LINES AS SHOWN IN THE CONDUIT TRENCH CROSS SECTION ON DRAWING IL3.

(X) CONSTRUCTION NOTES:

- INSTALL ITS CONDUIT INTO EXISTING JUNCTION BOX.
- CORE 4 INCH DIAMETER HOLE AND REMOVE MATERIAL TO 2-3/4 INCHES DEPTH AT LOCATION MARKED IN THE FIELD BY THE ENGINEER. INSTALL SENSYS VSN240-M-2 MICRORADAR SENSOR PER MANUFACTURERS RECOMMENDATIONS. CARE SHALL BE TAKEN NOT TO DAMAGE EXISTING TRAFFIC LOOPS, CONTACT CITY SIGNAL TECHNICIAN THREE DAYS IN ADVANCE FOR LOCATION OF SENSOR. INSTALL MANUFACTURER'S EPOXY IN TWO APPLICATIONS UNTIL LEVEL WITH THE ROAD SURFACE.
- INSTALL FIXED CAMERAS ON EXISTING LIGHT STANDARD ARM USING CAMERA BRACKET. DRILL AND INSTALL SPLIT BUSHING FOR CABLE. ROUTE OUTDOOR RATED ETHERNET CABLE DOWN LUMINAIRE POLE AND THROUGH EXISTING CONDUITS AND JUNCTION BOXES TO THE SIGNAL CONTROL CABINET. TERMINATE AT THE CAMERA AND IN THE SIGNAL CABINET.
- INSTALL FLEXAP ACCESS POINT AP240 ON THE VERTICAL SHAFT OF THE SIGNAL POLE AT A MOUNTING HEIGHT OF 21 FEET, WITH THE PANEL ORIENTED TOWARDS THE CENTER OF THE INTERSECTION. USE MANUFACTURER RECOMMENDED MOUNTING BRACKET, DRILL AND INSTALL SPLIT BUSHING FOR CABLE. ROUTE OUTDOOR RATED ETHERNET CABLE DOWN THE POLE AND THROUGH EXISTING CONDUITS AND JUNCTION BOXES TO THE SIGNAL CONTROL CABINET.
- FOR THE SENSYS MICRORADAR SYSTEM, INSTALL ISOLATOR, APCC FLEXCONTROL CARD AT LOCATION INDICATED BY THE ENGINEER IN THE CABINET. CONTACT CITY SIGNAL TECHNICIAN THREE DAYS IN ADVANCE TO ADVISE ON EQUIPMENT LOCATION IN THE CABINET AND COMMISSIONING THE SYSTEM.
- FOR THE CURRUX VISION SYSTEM, INSTALL GPU SERVER ON SHELF, ANALOG CAMERA ADAPTER, AND SDLC MODULE AT LOCATION INDICATED BY THE ENGINEER. TERMINATE VIDEO CABLES PER MANUFACTURERS RECOMMENDATION. CONTACT CITY SIGNAL TECHNICIAN THREE DAYS IN ADVANCE TO ADVISE ON EQUIPMENT LOCATION IN THE CABINET. CONTACT SIGNAL TECHNICIAN FIVE DAYS IN ADVANCE PRIOR TO COMMISSIONING OF THE SYSTEM. COMMISSIONING THE SYSTEM REQUIRES THE MANUFACTURER'S REPRESENTATIVE BE PRESENT.
- FOR THE ITERIS BICYCLE SIGN SYSTEM, INSTALL ITERIS BIKE INDICATOR CONTROLLER EXTENSION MODULE AT THE LOCATION IN THE CABINET INDICATED BY THE ENGINEER. PULL 2 CONDUCTOR CABLE INTO THE CABINET FOR TERMINATION. CONTACT CITY SIGNAL TECHNICIAN THREE DAYS IN ADVANCE FOR CABINET WORK AND COMMISSIONING.
- INSTALL ITERIS SMARTCYCLE BIKE INDICATOR WITH INTEGRATED SIGN AT A MOUNTING HEIGHT OF 7 FEET, JUST BELOW THE PEDESTRIAN SIGNAL INDICATION, FACING THE SENSYS DETECTION PUCK. INSTALL SPLIT BUSHING ON CABLE ENTRANCE AND TERMINATE 2 CONDUCTOR CABLE
- INSTALL TWO 30 AMP 2 POLE BREAKERS IN THE EXISTING SERVICE CABINET AT LOCATIONS INDICATED BY THE ENGINEER. TERMINATE NEW CIRCUITS PED 1 AND PED 2, INCLUDING GROUND, AND LABEL BREAKERS WITH A PHENOLIC TAG.


Designed	BED, LC
Drawn	BED
Checked	DTE
Design Review Level	



Digitally signed by Daniel T. Arco, P.E.  
Date: 2024.08.30 15:16:00 -07'00'



FULTON ST PED BIKE  
CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

ELECTRICAL  
WIRING PLAN AND SCHEDULE

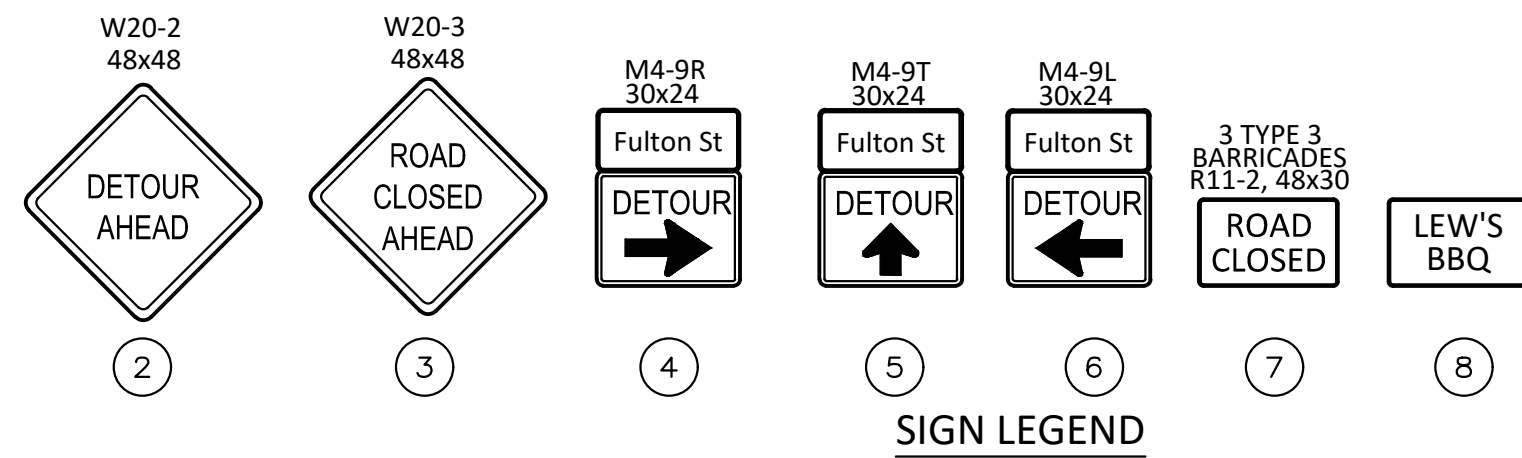
Drawing	E1
Sheet No.	12
Of Total	21

1. DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREETS(25MPH) AND 350' FOR ARTERIAL ROADWAYS.
2. FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
3. DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
4. SIGN SIZE PER MUTCD.
5. ROAD CLOSED SIGNS MOUNTED ON TYPE III BARRICADE ONE PER TRAVELED LANE. MORE MAY BE REQUIRED TO ENSURE COMPLIANCE.
6. ROAD CLOSED AHEAD LOCAL TRAFFIC ONLY SIGNS PLACED ON TYPE III BARRICADES IN PARKING LANE OR AS CLOSE AS PRACTICAL TO TRAVELED LANE WITHOUT BLOCKING.
7. SIGNS PLACED ON SIDEWALKS MAINTAIN 4' OF CLEAR PASSAGE.



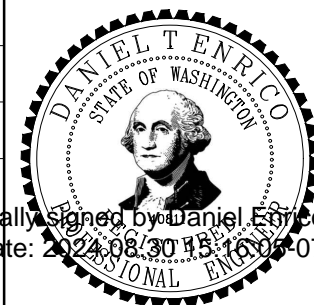
SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING (FT)		BUFFER SPACING (FT)
	10'	12'	TANGENT	TAPER	
25'	105'	125'	25	20	55
30'	150'	180'	30		85
35'	205'	245'	35		120
40'	270'	320'	40		170
45'	420'	540'	45		220

SCALE:     NTS



NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID ACTION	9-4-24 DATE	LC APRVD	CONST ACTION	DATE	APRVD	RECORD ACTION		DATE	APRVD

Designed	), LC
Drawn	BED
Checked	DTE
Design Review Level	



Digitally signed by Daniel Enríco, P.E  
Date: 2024.08.30 15:16:05 -07'00'



3200 Cedar Street  
Everett, WA 98201  
425.257.8800 [everettwa.gov](http://everettwa.gov)

FULTON ST PED BIKE  
CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

TRAFFIC

FULTON ST DETOUR

T1

Sheet No. 13 of 21



MATCHLINE - SEE ABOVE

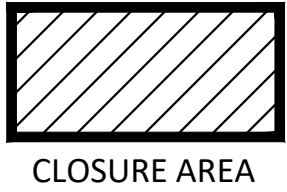


SEE SHEET T5

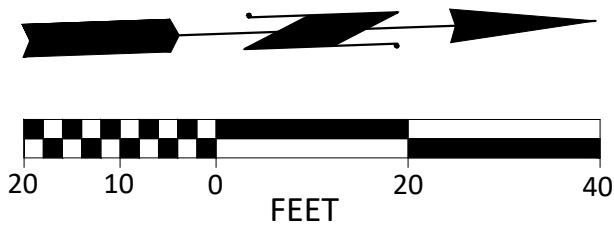
PLAN

SCALE: 1"= 20'

3 TYPE 3  
BARRICADES  
R11-2, 48x30  
ROAD  
CLOSED  
1  
\*BARRICADES  
SHALL COVER  
ALL LANES



STAGE 1A



NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed  
BED, LC  
Drawn  
BED  
Checked  
DTE  
Design Review Level



Digital Signature of Daniel T. Rago, P.E.  
Date: 2024.08.30 15:16:00 -07'00'



3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE  
CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

TRAFFIC  
PACIFIC AVE TO HEWITT AVE - SOUTH  
STREET CLOSURE STAGE 1A

Drawing

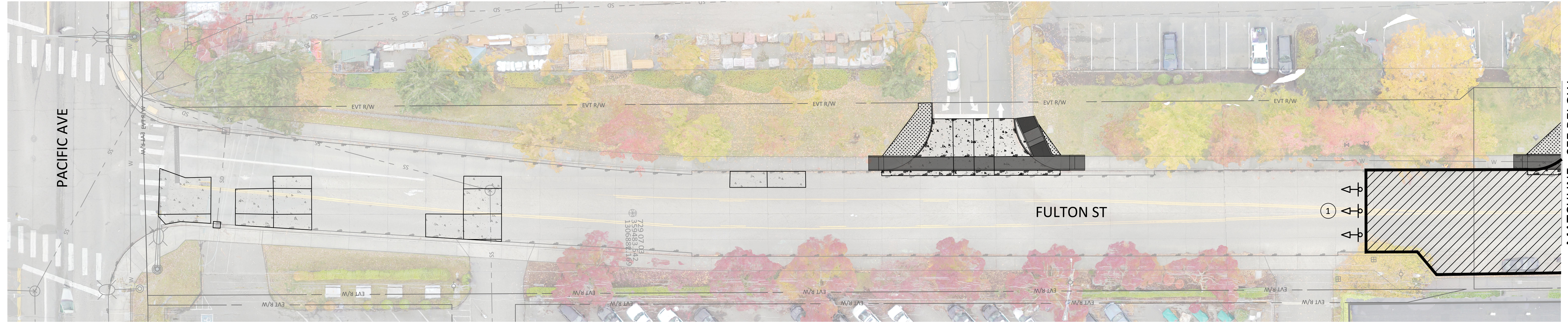
T3

Sheet No.

15

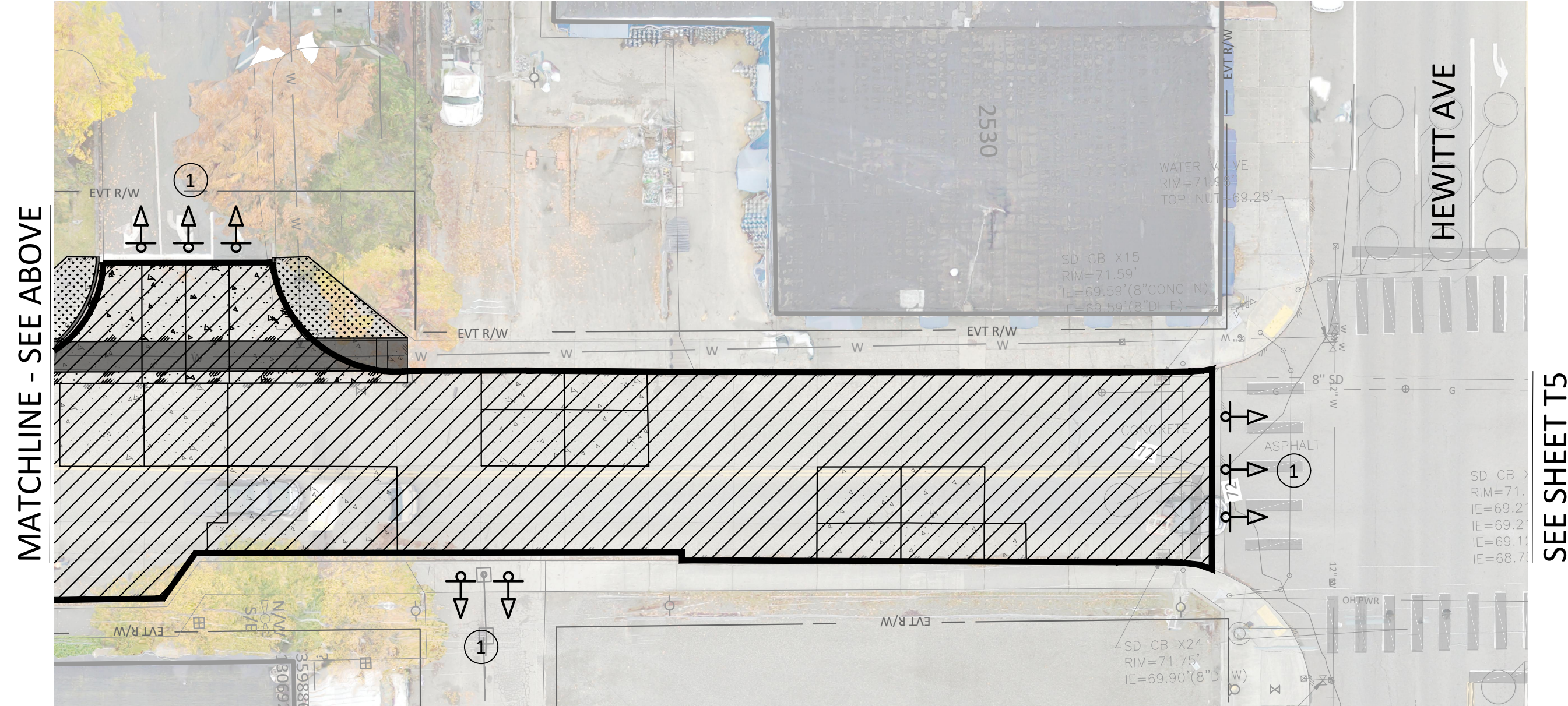
21  
Of Total

MATCHLINE - SEE BELOW



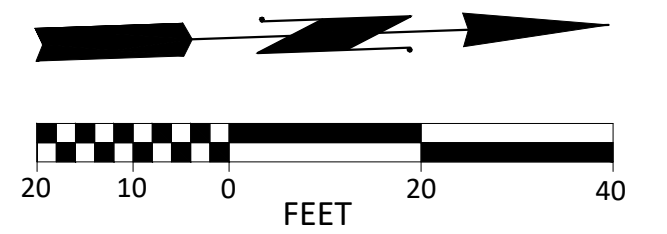
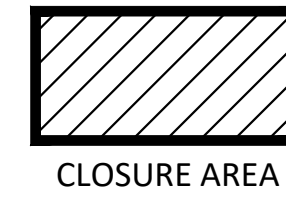
## PLAN

SCALE: 1"=20'

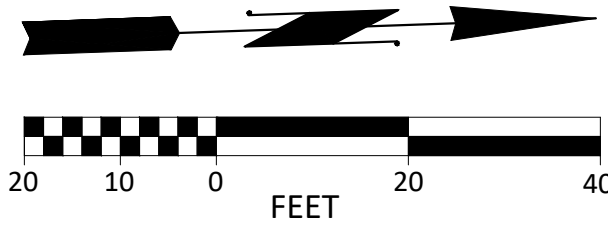


## STAGE 1B

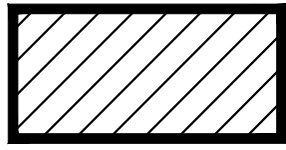
- 3 TYPE 3  
BARRICADES  
R11-2, 48x30
- ROAD  
CLOSED
- 1
- \*BARRICADES  
SHALL COVER  
ALL LANES



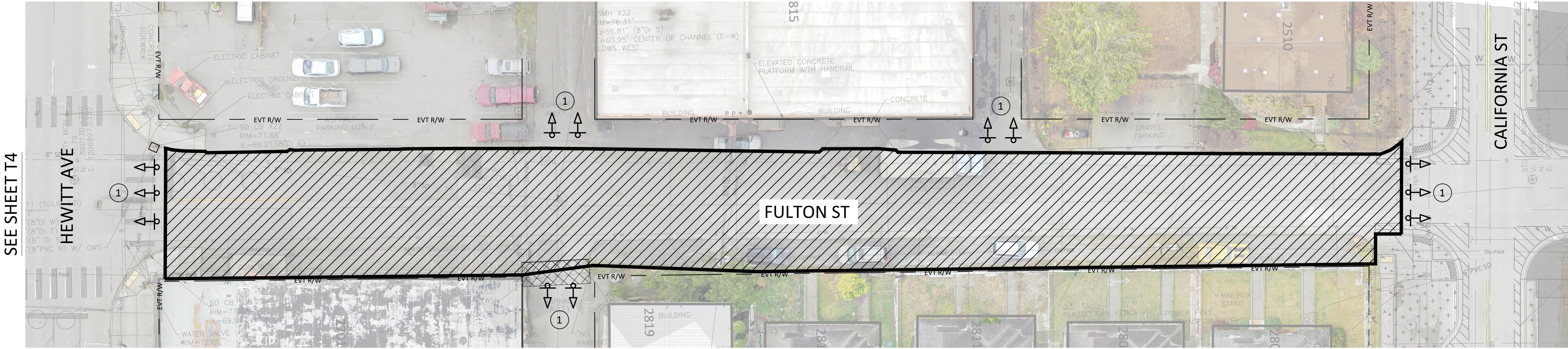
										Designed BED, LC				<p><b>FULTON ST PED BIKE CORRIDOR</b></p> <p><b>WORK ORDER 3785</b></p> <p>3200 Cedar Street Everett, WA 98201 425.257.8800 everettwa.gov</p>	<p><b>TRAFFIC</b></p> <p><b>PACIFIC AVE TO HEWITT AVE - NORTH STREET CLOSURE STAGE 1B</b></p>	<p>Drawing <b>T4</b></p> <p>Sheet No. <b>16</b></p> <p><b>21</b> Of Total</p>
										Drawn BED						
										Checked DTE						
										Design Review Level						
NO.	DATE	APRVD	REVISION							Digitally signed by Daniel T. Everett, P.E. Date: 2024.08.20 15:16:39 -0700						
PLANS ISSUED FOR																
BID	9-4-24	LC	CONST			RECORD										
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD								



\*BARRICADES SHALL COVER ALL LANES



CLOSURE AREA



PLAN

SCALE: 1"= 20'

STAGE 2

NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed	BED, LC
Drawn	BED
Checked	DTE
Design Review Level	



Digitally signed by Daniel T. Rago, P.E.  
Date: 2024.08.30 15:16:00 -07'00'



3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

FULTON ST PED BIKE  
CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

TRAFFIC  
HEWITT AVE TO CALIFORNIA ST  
STREET CLOSURE STAGE 2

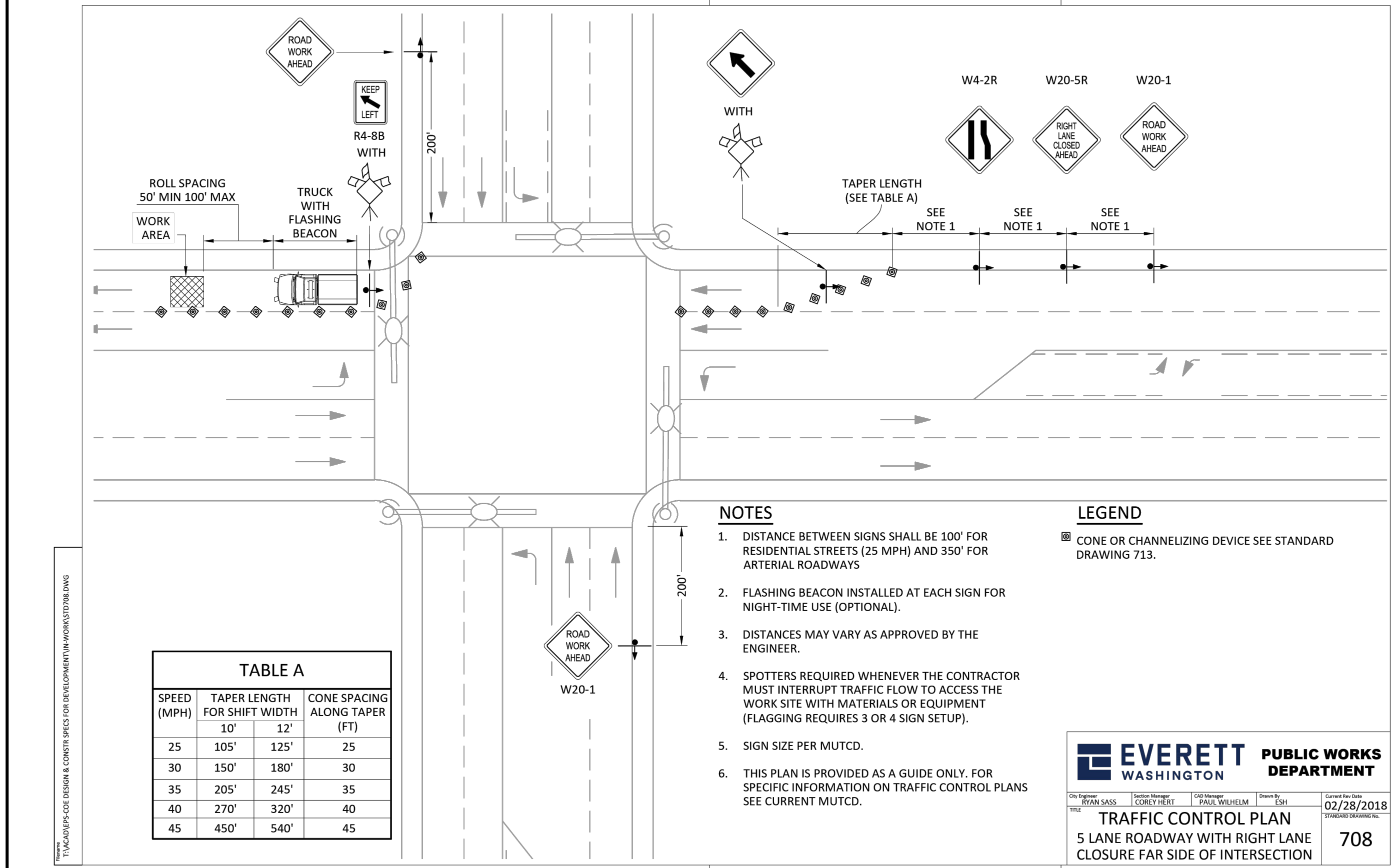
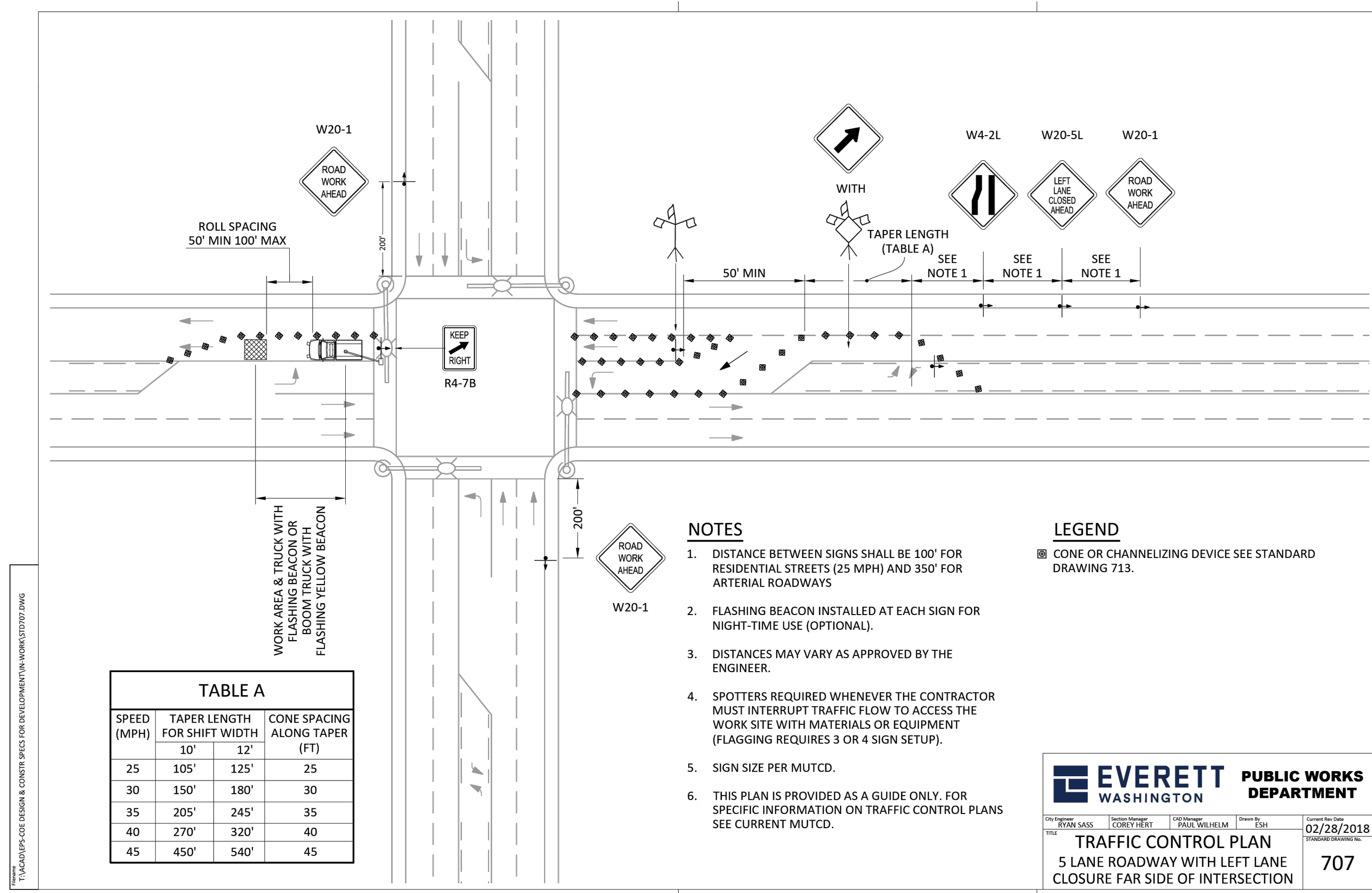
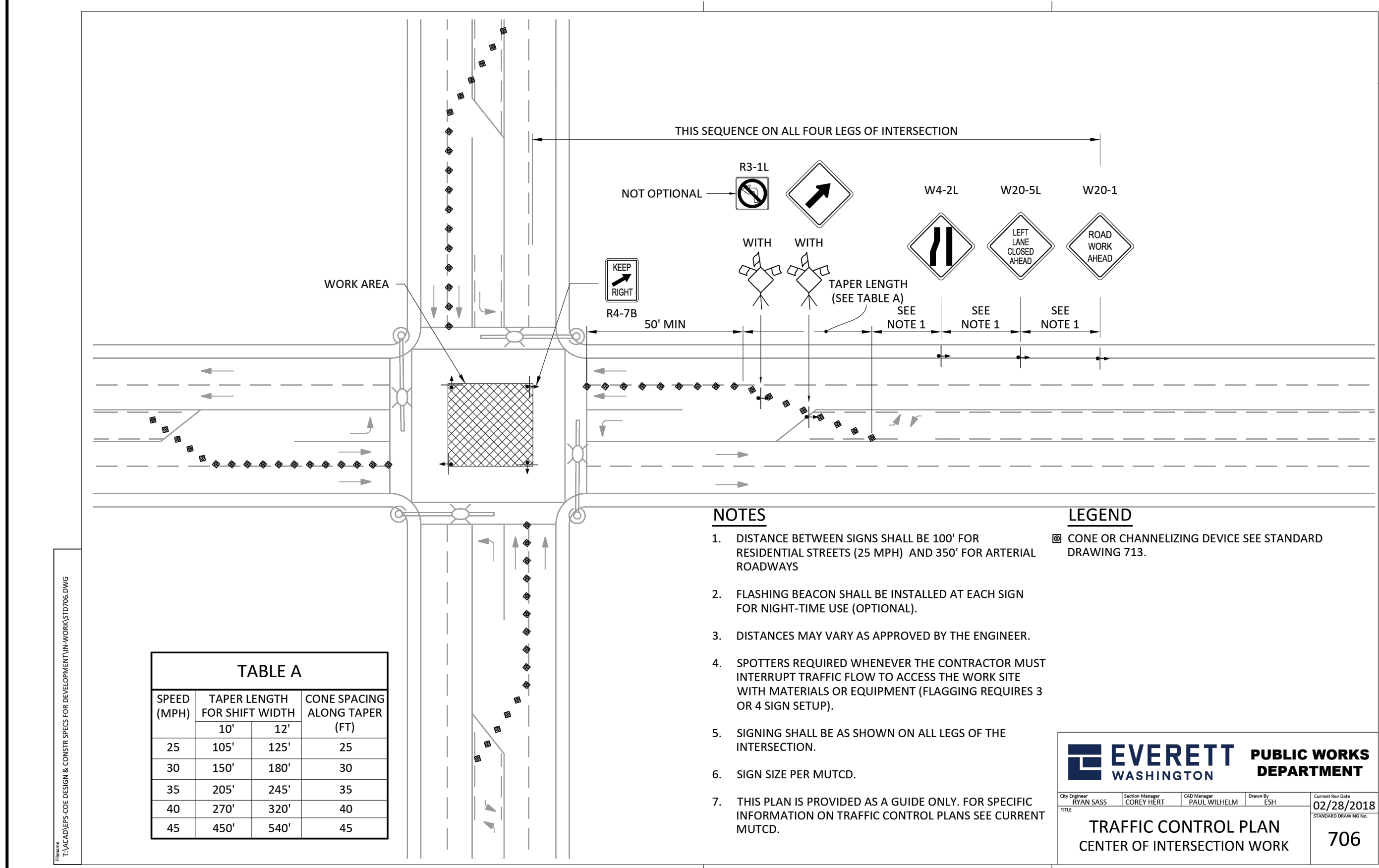
Drawing

T5

Sheet No.

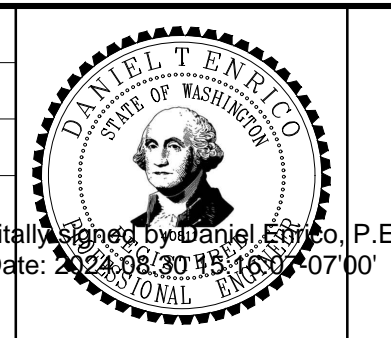
17

21  
Of Total



NO.	DATE	APRVD	REVISION
PLANS ISSUED FOR			
BID ACTION	9-4-24 DATE	LC APRVD	CONST ACTION
DATE	APRVD	DATE	APRVD
RECORD ACTION	DATE	APRVD	DATE

Designed	BED, LC
Drawn	BED
Checked	DTE
Design Review Level	



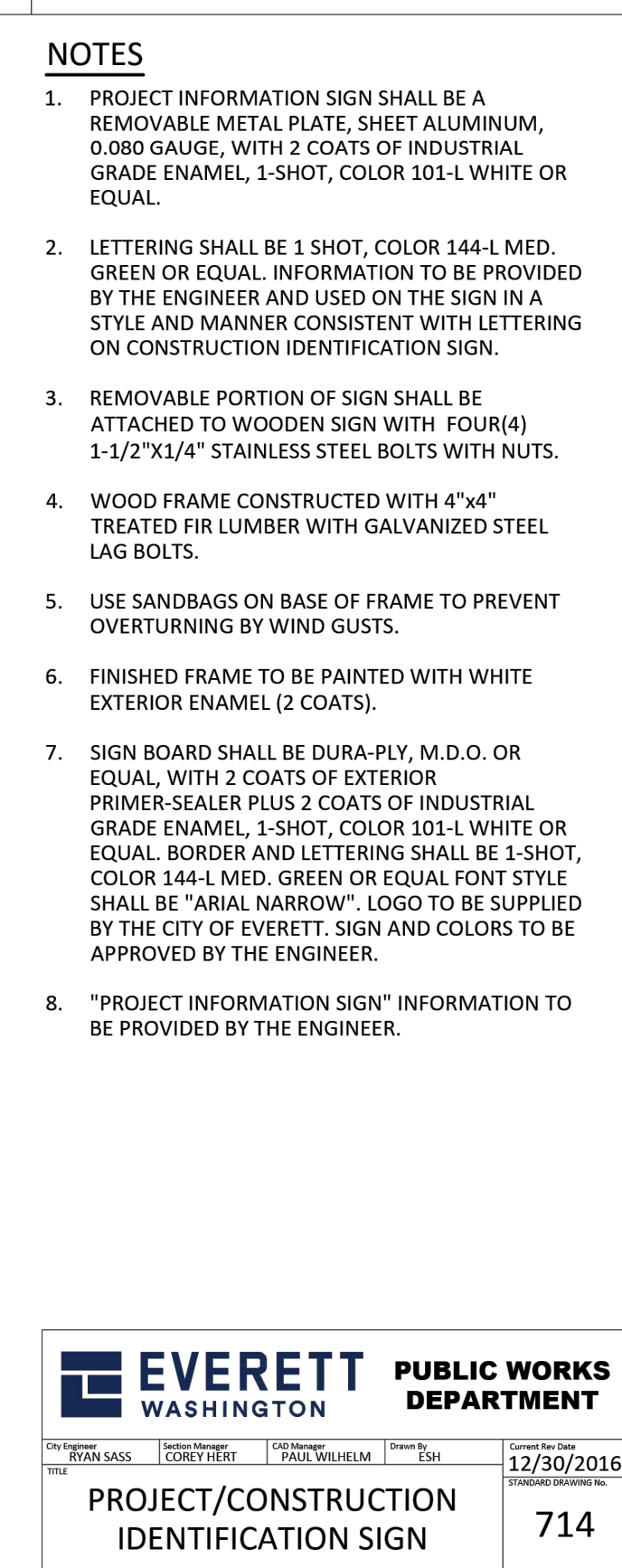
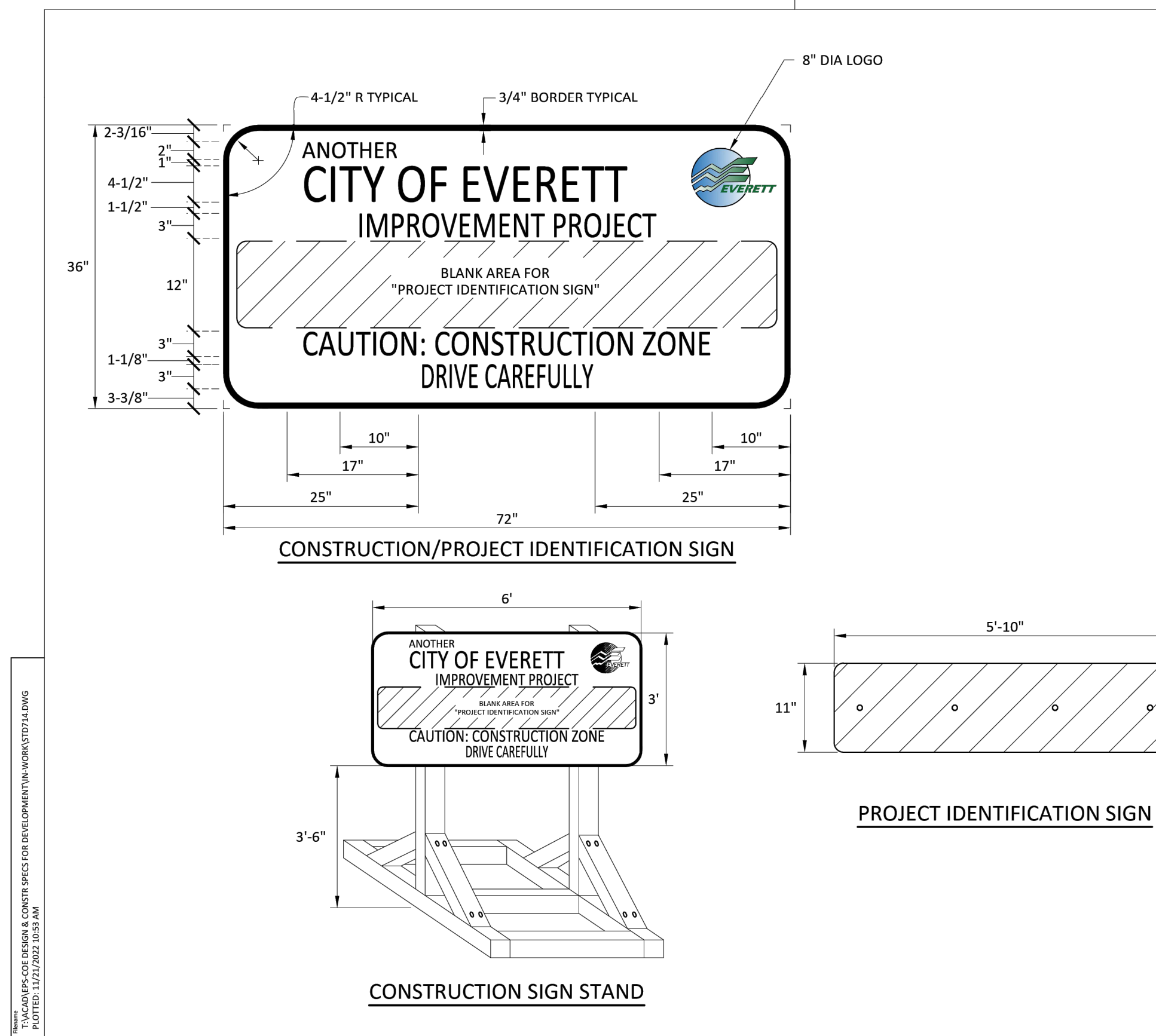
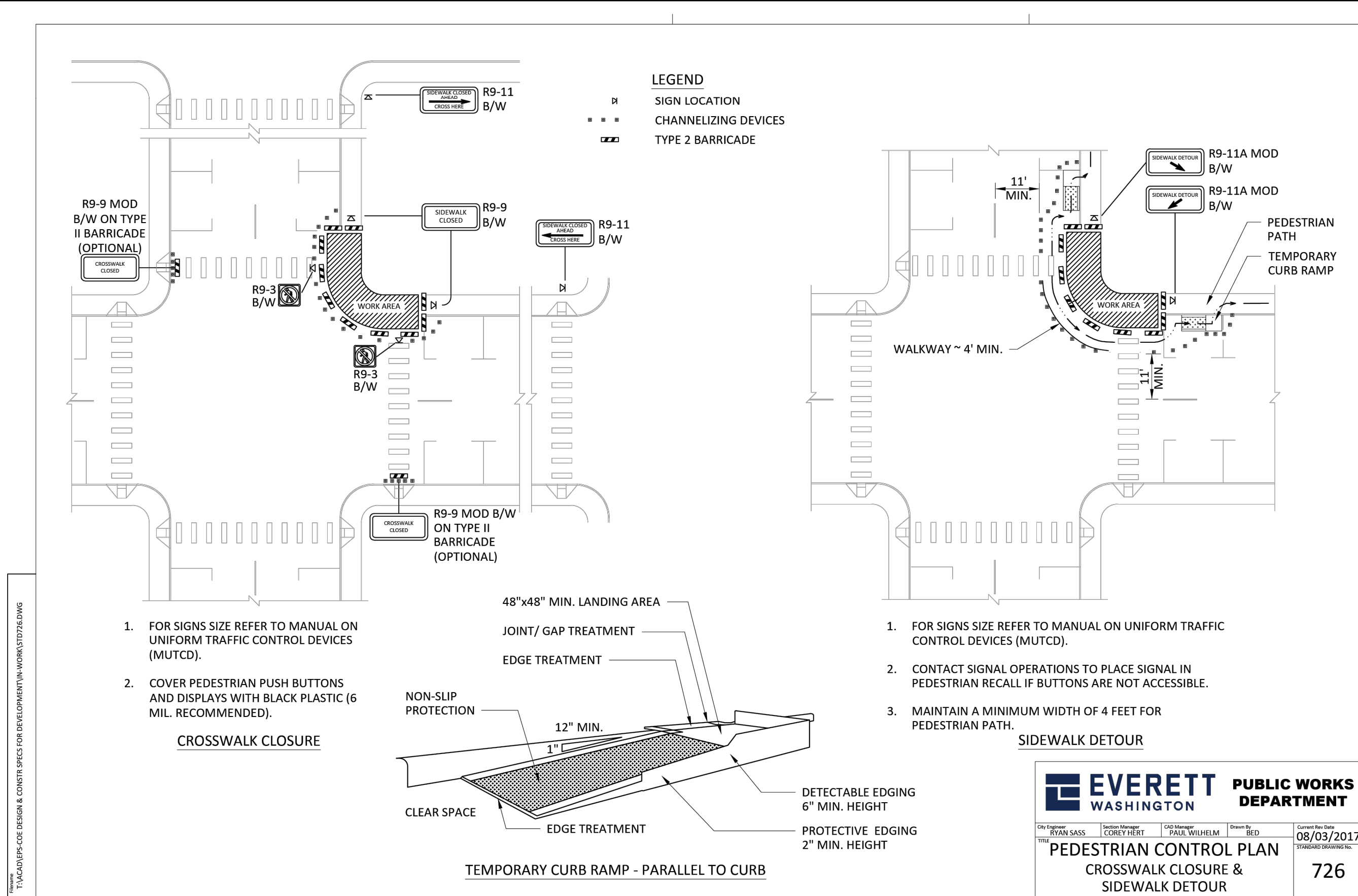
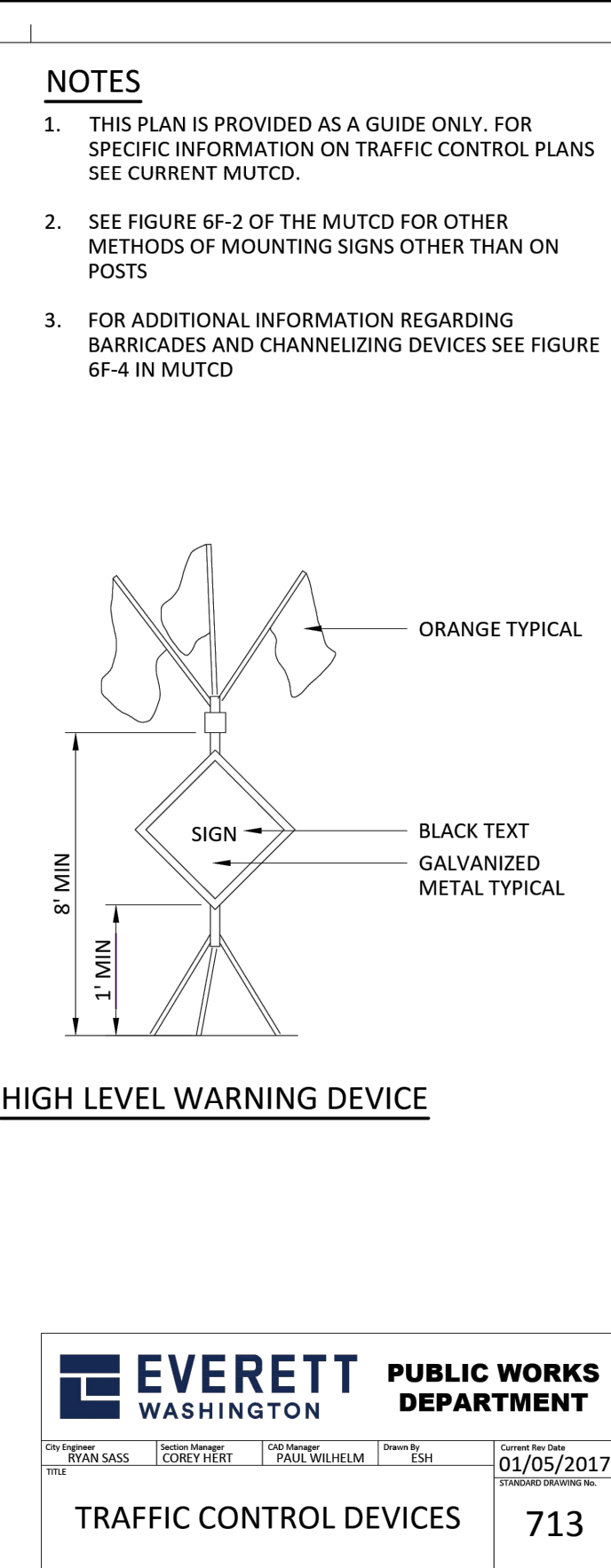
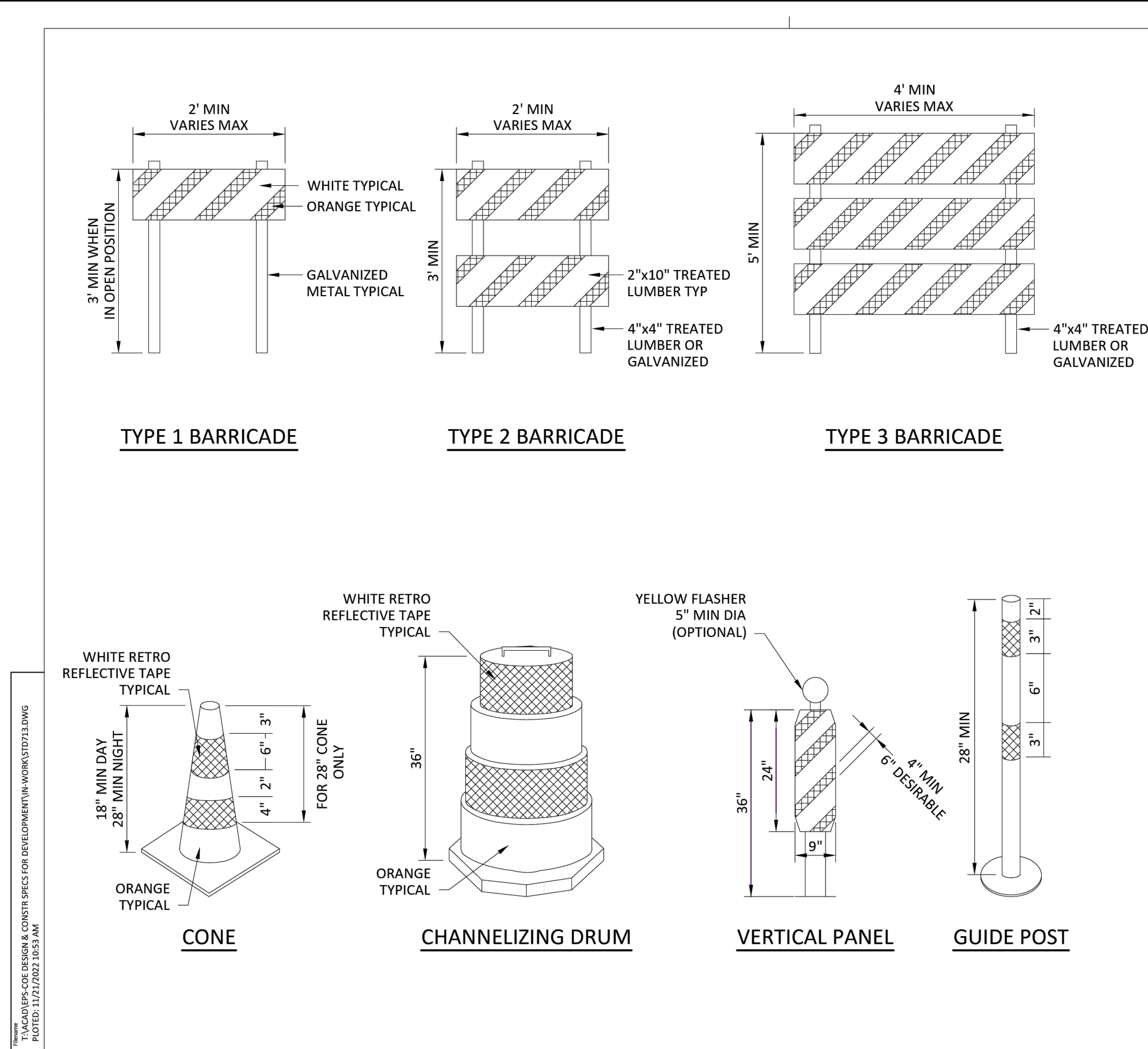
Digital Stamp of Daniel E. Brown, P.E.  
Date: 2024-08-30 15:16:00 -07'00'



FULTON ST PED BIKE CORRIDOR  
WORK ORDER 3785  
REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

TRAFFIC  
STANDARD DETAILS 706-708

Drawing	T6
Sheet No.	18
Of Total	21



NO.	DATE	APRVD	REVISION
PLANS ISSUED FOR			
BID	9-4-24	LC	CONST
ACTION	DATE	APRVD	ACTION
DATE	APRVD	DATE	APRVD
RECORD	DATE	RECORD	DATE
APRVD	DATE	APRVD	DATE

Designed BED, LC  
Drawn BED  
Checked DFE  
Design Review Level

Digital Signature of Daniel Edwards, P.E.  
Date: 2024.08.30 15:46:00 -07'00'

**EVERETT WASHINGTON PUBLIC WORKS DEPARTMENT**

3200 Cedar Street  
Everett, WA 98201  
425.257.8800 everettwa.gov

**EVERETT WASHINGTON PUBLIC WORKS DEPARTMENT**

FULTON ST PED BIKE CORRIDOR  
WORK ORDER 3785  
REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

TRAFFIC  
STANDARD DETAILS 713-714 AND 726

Drawing T7  
Sheet No. 19  
21 Of Total

TABLE A			
SPEED (MPH)	CONE SPACING (FT)		BUFFER SPACING (FT)
	TANGENT	TAPER	
25	25	20	55
30	30		85
35	35		120
40	40		170
45	45		220

Drawing	
T8	
Sheet No.	
20	21
	Of Total

TRAFFIC CONTROL PLAN  
2 LANE ROADWAY:  
PARTIAL LANE CLOSURE

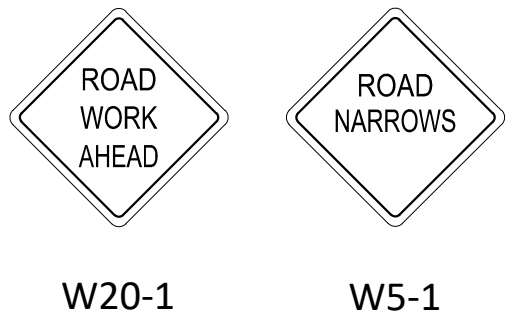
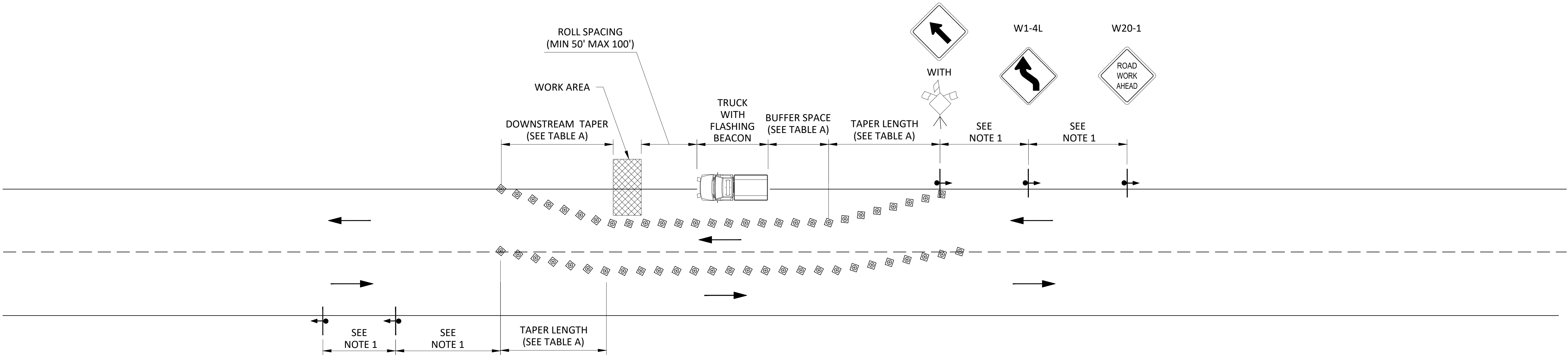


TABLE A					
SPEED (MPH)	TAPER LENGTH FOR SHIFT WIDTH		CONE SPACING (FT)		BUFFER SPACING (FT)
	5'	6'	TANGENT	TAPER	
25	26'	31'	25	20	55
30	38'	45'	30		85
35	51'	61'	35		120
40	67'	80'	40		170
45	113'	135'	45		220

NOTES

- DISTANCE BETWEEN SIGNS SHALL BE 100' FOR RESIDENTIAL STREET (25 MPH) AND 350' FOR ARTERIAL ROADWAYS.
- FLASHING BEACON INSTALLED AT EACH SIGN FOR NIGHT-TIME USE (OPTIONAL).
- DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
- SPOTTERS REQUIRED TO CONTROL TRAFFIC WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT (FLAGGING REQUIRES 3 OR 4 SIGN SETUP).
- FOR ALTERNATE LANE SHIFT WIDTH REFER TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) TABLE 6C-2 PAGE 6C-10.
- SIGN SIZE PER MUTCD.
- ALL TRAFFIC CONTROL PLANS AND DEVICES MUST COMPLY WITH THE CURRENT VERSION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- THIS PLAN APPLIES TO THE FOLLOWING STREETS WITHIN THE PROJECT LIMITS: FLEMING ST, 52ND ST SE, COLLEGE AVE, 47TH ST SE, 46TH ST SE, FEDERAL AVE, AND ELK HILL DR. THIS PLAN DOES NOT APPLY TO MADISON ST AND MUKILTEO BLVD.
- REFER TO CITY OF EVERETT STANDARD DRAWING 702.

LEGEND

- CONE OR CHANNELIZING DEVICE SEE STANDARD DRAWING 713.

NO.	DATE	APRVD	REVISION						
PLANS ISSUED FOR									
BID	9-4-24	LC	CONST			RECORD			
ACTION	DATE	APRVD	ACTION	DATE	APRVD	ACTION	DATE	APRVD	

Designed  
BED, LC  
Drawn  
BED  
Checked  
DPE  
Design Review Level



Digital Signature of Daniel E. Beddoe, P.E.  
Date: 2024.08.30 15:16:00 -07'00'



FULTON ST PED BIKE  
CORRIDOR  
WORK ORDER 3785

REGION - 10 | STATE - WA | FEDERAL AID# - TAP-0420(026)

TRAFFIC  
PARTIAL LANE CLOSURE

Drawing  
T9

Sheet No.  
21  
21  
Of Total