

CHELAN COUNTY PUBLIC WORKS DEPARTMENT



CRP 751 COUNTYWIDE BARRIER TERMINALS - 2025 Federal Aid Project No. HSIP-000S(692) Contract No. TA-7961

Contract Provisions and Plans

July 2025



COUNTYWIDE
BARRIER TERMINALS - 2025

County Road Project No. 751 (CRP 751)
Federal Aid Project No. HSIP-000S(692)
Contract No. TA-7961

Bid Opening: August 5, 2025 @ 9:30:00 A.M. Pacific Time

PS&E/Design Approved By:
Josh Patrick, PE
Chelan County Assistant Public Works Director



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BID DOCUMENTS

BIDDING INSTRUCTIONS

The Bidder's attention is called to the following forms. In order to be considered for award the sealed bid must contain all forms fully completed, signed and submitted together as the Bid Proposal Package prior to the time of bid opening.

A. BIDDING CHECKLIST

Please check to make sure you have completed and submitted the following documents:

1. _____ **Bid Proposal** - Bidders must bid on all bid items contained in the Proposal. The omission or deletion of any bid item will be considered irregular and may be cause for rejection of the bid.
2. _____ **Proposal Signature Page**
3. _____ **Bid Proposal Bond or Bid Deposit** – The amount of the bid bond or bid deposit shall not be less than five percent (5%) of the total amount of the bid.
4. _____ **Bidder Information & References Sheet**
5. _____ **Bonding and Claims Disclosure**
6. _____ **Certification of Compliance with Wage Payment Statutes (DOT Form 272-009)**
7. _____ **Non-Collusion Declaration (DOT Form 272-036I)**
8. _____ **Bidder Questionnaire (DOT Form 272-022), Required for Federal Aid Contracts**
9. _____

Disadvantaged Business Enterprise Forms, when applicable	
✓	WSDOT Forms
	DBE Written Confirmation DOT Form 422-031
	DBE Utilization Certification DOT Form 272-056
	DBE Bid Item Breakdown DOT Form 272-054
	DBE Trucking Credit DOT Form 272-058

10. _____ **Local Agency Subcontractors List (DOT Form 271-015LP), when applicable**

Chelan County will accept only those Proposals properly executed on the authorized prepared forms supplied by the County and in compliance with Section 1-02.6 "Preparation of Proposal" of the contract specifications. A Bidder's failure to fully complete, execute, and submit together all of the above documents shall be cause for the County to consider the Proposal irregular and to be rejected.

Any alteration not initialed by the Bidder may be cause for deeming the bid proposal irregular and rejecting of the bid.

Proposal forms shall be completed by typing or shall be printed in ink by hand.

BIDDING INSTRUCTIONS

B. WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL

Any withdrawing, revising or supplementing of proposal shall follow the requirements of Section 1-02.10 of the contract provisions. Any unsealed clarification information received by the Clerk which discloses price will not be considered by the Board of Chelan County Commissioners and shall result in rejection of the entire bid.

C. CONTRACT DOCUMENTS FOLLOWING AWARD

The successful Bidder shall fully and timely complete, execute and submit the following documents to Chelan County Public Works.

1. Contract – The written contract to be executed by the successful Bidder.
2. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety.
3. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.
4. Information for DBE Contractors, when applicable:
 - I. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification:
 - Correct business name, federal employee identification number (if available), and mailing address.
 - A list of all bid items assigned to each successful DBE firm, including unit prices and extensions.
 - A description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of work under each item to be performed by the DBE and including the dollar value of the DBE portion.
 - II. A list of all firms who submitted a Bid or Quote in an attempt to participate in this project whether they were successful or not. Include the business name and a mailing address.

CALL FOR BIDS
Countywide Barrier Terminals - 2025
CRP 751

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30:00 A.M. on August 5, 2025**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for the improvement of the Countywide Barrier Terminals - 2025, by constructing guardrail removal, guardrail anchor removal, concrete barrier removal, beam guardrail, beam guardrail terminals, crushed surfacing base course, HMA, curbing, project temporary traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that 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.

Project plans and specifications may be viewed at www.co.chelan.wa.us/public-works/pages/bidding-opportunities. A hard copy of the Project plans and specifications can be obtained from the office of the Chelan County Public Works Department, at 316 Washington Street, Suite 402, Wenatchee, Washington 98801. Public Works' telephone number is **509.667.6415**. A **non-refundable** \$50.00 fee is required in advance for each hard copy of the plans.

A bid deposit in the amount of 5% of the bid shall accompany each bid. Each bid shall be submitted in a sealed envelope marked on the outside as follows: **"SEALED BID FOR CRP 751, Countywide Barrier Terminals - 2025,"** on the outside of the envelope.

The Board of Chelan County Commissioners reserves the right to reject any or all bids for cause.

Dated at Wenatchee, Washington this 8th day of July, 2025.



ATTEST: ANABEL TORRES

Clerk of the Board

BOARD OF COMMISSIONERS FOR
CHELAN COUNTY

SHON SMITH, Chair

KEVIN OVERBAY, Commissioner
BRAD HAWKINS, Commissioner

BID PROPOSAL

Countywide Barrier Terminals - 2025 CRP 751

To: Board of Chelan County Commissioners
400 Douglas Street, Wenatchee, Washington 98801

The undersigned certify that they have examined the location of the Countywide Barrier Terminals - 2025, County Road Project No. 751 (CRP 751) and read and thoroughly understand the plans, specifications and contract governing the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, contract and the following schedule:

NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
1	1.00	L.S.	MOBILIZATION		
2	1.00	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS		
3	82.50	L.F.	REMOVING CONC. BARRIER		
4	1,981.25	L.F.	REMOVING GUARDRAIL		
5	30.00	EACH	REMOVING GUARDRAIL ANCHOR		
6	1.00	EACH	CONCRETE INLET		
7	10.00	L.F.	SCHEDULE A CULV. PIPE 12 IN. DIAM.		
8	5.00	L.F.	SCHEDULE A CULV. PIPE 24 IN. DIAM.		
9	972.00	TON	CRUSHED SURFACING BASE COURSE		
10	6.00	TON	COMMERCIAL HMA		
11	5.00	DAY	ESC LEAD		
12	500.00	EST.	EROSION/WATER POLLUTION CONTROL	\$1.00	\$500.00
13	83.00	L.F.	EXTRUDED CURB		
14	6.25	L.F.	BEAM GUARDRAIL TYPE 1		
15	450.00	L.F.	BEAM GUARDRAIL TYPE 31		
16	300.00	L.F.	BEAM GUARDRAIL TYPE 31 – 8 FT. LONG POST		
17	237.50	L.F.	BEAM GUARDRAIL TYPE 31 – 9 FT. LONG POST		
18	5.00	EACH	BEAM GUARDRAIL TRANSITION SECTION TYPE 21		
19	1.00	EACH	BEAM GUARDRAIL TRANSITION SECTION TYPE 23		
20	31.00	EACH	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL		

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
21	100.00	L.F.	BEAM GUARDRAIL TYPE 31 BURIED TERMINAL TYPE 2		
22	300.00	L.F.	RAISING EXISTING BEAM GUARDRAIL		
23	60.00	L.F.	REMOVING AND RESETTING EXISTING PERMANENT BARRIER		
24	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
25	2,500	EST.	ROADSIDE CLEANUP	\$1.00	\$2,500.00
26	1.00	L.S.	SPCC PLAN		
				TOTAL: \$ _____	

PROPOSAL SIGNATURE PAGE

To the Board of Chelan County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the construction site and has read and thoroughly understands the Project plans, specifications, addenda and contract governing the work and the manner by which payment will be made for such work.

The Bidder hereby acknowledges that by execution of this Bid Proposal Form the Bidder has agreed to all bidding requirements, has fully executed all required bidding documents, and agrees to fully and completely perform all work required under the plans, specifications, addenda and contract if awarded the contract.

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

- ☐ Cashier's Check _____ Dollars
- ☐ Certified Check (\$ _____) Payable to Treasurer of Chelan County, Washington
- ☐ Proposal Bond In the amount of 5% of the Bid

Checks must be payable to the Treasurer of Chelan County, Washington and should reference the project number and name.

Receipt is hereby acknowledged of Addendum(s) No(s). _____, _____, _____ and _____.

Printed Bidder Name		Mailing Address	
Authorized Signature	City	State	Zip Code
Printed Name of Signatory	Title	Telephone	Fax

Note:

- (1) This proposal form is not transferable and any alteration of the Bidder's name entered hereon without prior permission from Chelan County will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the contract specifications, re: "Preparation of Proposal".

BID PROPOSAL BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS,

That we, of _____ as principal, and the _____ a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Chelan County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

The Chelan County Road Project No. 751 (CRP 751) provides for the improvement of the Countywide Barrier Terminals - 2025, by constructing guardrail removal, guardrail anchor removal, concrete barrier removal, beam guardrail, beam guardrail terminals, crushed surfacing base course, HMA, curbing, project temporary traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, and addenda thereto

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Chelan County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

WITNESS our hands this _____ day of _____, _____.

Type or Print: Principal's Name

Type or Print: Surety's Name

Signature: Principal or Authorized Officer

Signature: Surety or Authorized Agent

Attorney-in-Fact, Surety

BIDDER INFORMATION & REFERENCES SHEET

A. BIDDER:

Bidder Name (Exactly as Registered in Washington)

Telephone Number

Address

City

State

Zip Code

State of Washington Contractor's License Number

Expiration Date

Federal Tax Number

UBI Number

Sole Proprietorship

Partnership

Corporation/type

Joint Venture

LLC

Other (specify)

Names of all principals, officers, partners, joint venturers or members:

B. REFERENCES

Provide references for three comparable projects constructed by Bidder within previous five years. A separate page maybe attached, provided it contains the information below.

	Project Name	Agency	Contact & Phone Number	Year Completed	Bid Amount
1					
2					
3					

BONDING AND CLAIMS DISCLOSURE

Bonding Company Name (Exactly as Registered) for Bidder's Continuous Contractor's Surety Bond

Address

City

State

Zip Code

Registration Bond No.

\$ Amount

Expiration Date

1. Are there claims pending against the Bidder's Continuous Contractor's Surety Bond? ☐ Yes ☐ No

If yes, what are each claimant's name, reasons for the claim, and amount claimed and the date and place of filing?

2. Have there been tax liens or judgments against the Bidder filed by the Internal Revenue service, Department of Revenue, Employment Security Department or Department of Labor & Industries within the last three years resulting from non-payment of employee taxes? ☐ Yes ☐ No

If yes, what date and in which county did each filing occur?

3. Are there any lawsuits or unsatisfied judgments pending against the Bidder? ☐ Yes ☐ No

If yes, what date and in which county is each lawsuit pending or judgment entered?



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

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

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

Bidder Name: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

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.



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 Representative _____ 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 Owner. *Options are "Black American", "Hispanic American", "Native American", "Asian-Pacific American", "Subcontinent Asian American", and "White".* N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

Gender: Enter the gender of the majority Owner. *Options are "Female" and "Male".* N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

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".*

Prime Contractor Representative: The name of the person who filled out the form.



**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: _____

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 Utilization Certification

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

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

Box 2: _____

Column 1 Name of DBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Dollar Amount Subcontracted to DBE (See instructions)	Column 5 Dollar Amount to be Applied Towards Goal (See instructions)

Disadvantaged Business Enterprise _____ Total DBE Commitment Dollar Amount _____
Condition of Award Contract Goal Box 3 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 Total DBE Commitment Dollar Amount 1,295,250
Condition of Award Contract Goal Box 3 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) 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:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 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
Subtotal:						\$ 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
Subtotal:						\$ 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
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 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.

CONTRACT DOCUMENTS

CONTRACT

THIS CONTRACT is entered into between Chelan County, Washington, (the "Contracting Agency"), whose address is 316 Washington Street, Suite 402, Washington, 98801, and (Contractor Name) _____ whose address is _____ hereinafter the "Contractor".

WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. **Description of the Work.** The Contractor shall do all work and furnish all tools, materials, and equipment for Countywide Barrier Terminals - 2025, by constructing guardrail removal, guardrail anchor removal, concrete barrier removal, beam guardrail, beam guardrail terminals, crushed surfacing base course, HMA, curbing, project temporary traffic control, and other work, all in accordance with the attached contract plans, these contract provisions, and the standard specifications, and addenda thereto.
2. **Standard specifications.** Except as expressly provided in the project contract provisions and plans incorporated herein, the 2025 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation (the "Standard Specifications"), is adopted and incorporated into this Contract by this reference. All work shall be in accordance with the Standard Specifications and as described in the plans, specifications and addenda hereby incorporated by this reference as though fully set forth.
3. **Scope of the Work.** The County hereby employs the Contractor to provide all labor, materials and equipment to do and complete the above-described work according to the Standard Specifications, attached plans, specifications and addenda and the terms and conditions herein contained. The Contractor shall provide and bear the expense of all work and labor, material and equipment of any kind whatsoever that may be required for constructing and completing the work provided for in this Contract and every part thereof, except such as are expressly furnished by the County according to the plans, specifications and addenda. The Contractor does hereby agree to fully and completely perform all the terms, conditions and promises contained in this Contract, the plans, specifications and addenda and the Standard Specifications, as well as all other requirements of federal and state law and regulations pertaining to the work to be performed.
4. **Payment.** The County agrees to pay for the Work according to the Standard Specifications and at such time, in such manner and upon such conditions as provided for in the Standard Specifications.
5. **Alterations to Work; Additional Work.** The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this Contract that may be ordered in writing and to pay for the same under the terms of this Contract and the Standard Specifications.

6. **Venue.** Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in the Superior Court for the State of Washington in Chelan County, Washington.

7. **Complete Contract.** This Contract contains all terms and conditions agreed upon by the parties. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this Contract and the Board of County Commissioners has caused this Contract be executed by, and in the name of Chelan County, Washington

Dated this ____ day of _____, 2025.

CONTRACTOR:

(Name)

By : _____

(Print Name)

Title

Address

City State Zip

Dated at Wenatchee, Washington this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

SHON SMITH, Chair

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Date: _____

APPROVED AS TO FORM

STEWART R. SMITH
Deputy Prosecuting Attorney

Date: _____

APPROVED:

ERIC P. PIERSON, P.E.
Director/County Engineer

Date: _____

PAYMENT AND PERFORMANCE BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ of _____,

as Principal, and _____ as Surety,
are jointly and severally held and bound unto Chelan County, Washington, in the full penal sum
of:

(\$_____).

We jointly and severally bind ourselves, our heirs, successors and assigns, by these presents.

WHEREAS, on the ____ day of _____, 2025, the Principal executed a certain
contract with Chelan County, Washington, by the terms, conditions and provisions of which, the
Principal, agrees to furnish all labor, material, and equipment for certain public work, to wit:

The Principal will undertake and complete the following project:

The Chelan County Road Project No. 751 (CRP 751) Countywide Barrier Terminals -
2025, by constructing guardrail removal, guardrail anchor removal, concrete barrier
removal, beam guardrail, beam guardrail terminals, crushed surfacing base course, HMA,
curbing, project temporary traffic control, and other work, all in accordance with the
attached Contract Plans, these Contract Provisions, and the Standard Specifications, and
addenda thereto.

All according to the 2025 Standard Specifications for Road, Bridge and Municipal
Construction, State of Washington, Department of Transportation, and the plans,
specifications and addenda thereto

A copy of the executed contract and all specifications plans and addenda are incorporated
herein by this reference as though fully set forth herein.

NOW, THEREFORE, the conditions of this bond are such that, if the Principal shall fully and
completely:

- 1) comply with and perform all the terms, conditions, and promises of the contract;
- 2) furnish all labor, materials and equipment necessary to perform all work under the
contract, and do so within the time required under the contract;
- 3) indemnify, defend and hold Chelan County harmless against any and all direct or
indirect claims for damages to persons or property caused by or arising from the

acts or omissions of the Contractor or any of the Contractor's employees, agents or subcontractors;

- 4) pay all persons and entities furnishing labor, materials and/or equipment for performance of any work under the contract, whether furnished directly or indirectly to the Contractor;
- 5) perform the contract according to law, and
- 6) continue to diligently and continuously perform all the foregoing conditions until final acceptance of the work by Chelan County;

THEN AND ONLY THEN, this obligation shall be null, void and fully discharged.

WITNESS our hands this ____ day of _____, 2025.

Type or Print: Principal's Name:

Signature: Principal or Authorized Officer

Type or Print: Surety's Name

Signature: Surety or Authorized Officer-Agent

Signature: Attorney in Fact, Surety

Licensed (Resident) Agent or Surety Company

Name and Address, Local Office of Agent

CERTIFICATE OF INSURANCE

This is to certify that the _____
Insurance Company

of _____
City State Zip

has issued policies of insurance, as described below and identified by policy number, to the insured named below and to certify that such policies are in full force and effect at this time. Chelan County, Washington has been named as an additional named insured on all such policies. It is agreed that none of these policies may be canceled or reduced in coverage without thirty (30) days prior written notice, served by certified mail, return receipt requested, and received by Chelan County, Board of County Commissioners, 400 Douglas Street, Wenatchee, Washington.

1. Insured: _____
2. Address: _____
3. Status of Insured: Corporation _____ Partnership _____
Individual _____ Joint Venture _____
4. Location of Operations Insured: _____
5. Description of Operations Insured: _____

INSURANCE POLICIES IN FORCE

Indicate Form of Coverage, Policy Number and Policy Expiration Date (if applicable)

Commercial General Liability

Automobile Liability

Railroad Protective Liability

Policies include coverage for:	<u>YES</u>	<u>NO</u>
Damage caused by blasting, collapse or structural injury or damage to underground utilities?	_____	_____
Liability assumed in construction agreements and other types of contracts or the insured operations?	_____	_____
All owned, hired or non-owned automotive equipment used in connection with the insured operations?	_____	_____

LIMITS OF LIABILITY

Form of Coverage

Commercial General Liability	Each Occurrence \$ _____	General Aggregate \$ _____
	Products & Completed Operations Aggregate \$ _____	
	Personal & Advertising Injury Each Offence \$ _____	
	Stop/ Gap Employers' Liability Each Accident \$ _____	
Automobile Liability	Combined Single Limit Each Accident \$ _____	
Railroad Protective Liability	Per Occurrence \$ _____	Per Aggregate \$ _____

Date: _____

Issued: _____

Insurance Company

Authorized Representative Signature

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.

***STATE AND FEDERAL
PREVAILING WAGE RATES***

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 08/05/2025

Chelan County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	\$52.24	5D	1H	
Boilermakers	Journey Level	\$77.39	5N	1C	
Brick Mason	Journey Level	\$59.64	5A	1M	
Building Service Employees	Janitor	\$16.66		1	
Building Service Employees	Shampooer	\$16.66		1	
Building Service Employees	Waxer	\$16.66		1	
Building Service Employees	Window Cleaner	\$16.66		1	

Cabinet Makers (In Shop)	Journey Level	\$22.09		1	
Carpenters	Acoustical Worker	\$78.96	15J	11U	
Carpenters	Bridge Dock and Wharf Carpenter	\$80.50	15J	11U	9L
Carpenters	Bridge, Dock & Wharf Carpenter	\$80.50	15J	4C	
Carpenters	Floor Layer & Floor Finisher	\$78.96	15J	11U	
Carpenters	General Carpenter	\$78.96	15J	11U	
Carpenters	Scaffold Erector	\$78.96	15J	11U	
Cement Masons	Journey Level	\$56.59	7B	1N	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	\$156.25	15J	11T	9I
Divers & Tenders	Dive Supervisor	\$157.75	15J	11T	9I
Divers & Tenders	Diver	\$156.25	15J	11T	9I
Divers & Tenders	Diver Tender	\$86.86	15J	11T	9I
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	15J	11U	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$118.99	15J	11U	

31.01-44.00 PSI

Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$128.22	15J	11U	
	44.01 - 54.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$137.45	15J	11U	
	54.01 - 60.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$146.67	15J	11U	
	60.01 - 64.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$155.90	15J	11U	
	64.01 - 68.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$165.13	15J	11U	
	68.01 - 70.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$174.36	15J	11U	
	70.01 - 72.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$183.59	15J	11U	
	72.01 - 74.00 PSI				
Divers & Tenders	Lead Diver (Dive Master)	\$101.32	15J	11T	9I
Divers & Tenders	Manifold Operator (Life Support Technician)	\$86.86	15J	11T	9I

Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$86.86	15J	11T	9I
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$86.86	15J	11T	9I
Divers & Tenders	Remote Operated Vehicle Tender	\$80.55	15J	11T	9I
Divers & Tenders	Stand-by Diver	\$96.32	15J	11T	9I
Dredge Workers	Assistant Engineer	\$85.37	5D	3F	
Dredge Workers	Assistant Mate (Deckhand)	\$84.71	5D	3F	
Dredge Workers	Boatmen	\$85.37	5D	3F	
Dredge Workers	Engineer Welder	\$87.02	5D	3F	
Dredge Workers	Leverman, Hydraulic	\$88.77	5D	3F	
Dredge Workers	Mates	\$85.37	5D	3F	
Dredge Workers	Oiler	\$84.71	5D	3F	
Drywall Applicator	Journey Level	\$78.76	150	11S	
Drywall Tapers	Journey Level	\$78.76	150	11S	
Electrical Fixture Maintenance Workers	Journey Level	\$16.66		1	
Electricians - Inside	Cable Splicer	\$95.85	7H	1E	

Electricians - Inside	Construction Stock Person	\$46.03	7H	1D	
Electricians - Inside	Journey Level	\$89.75	7H	1E	
Electricians - Motor Shop	Craftsman	\$16.66		1	
Electricians - Motor Shop	Journey Level	\$16.66		1	
Electricians - Powerline Construction	Cable Splicer	\$102.42	5A	4D	
Electricians - Powerline Construction	Certified Line Welder	\$93.99	5A	4D	
Electricians - Powerline Construction	Groundperson	\$59.30	5A	4D	
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$93.99	5A	4D	
Electricians - Powerline Construction	Journey Level Lineperson	\$93.99	5A	4D	
Electricians - Powerline Construction	Line Equipment Operator	\$80.96	5A	4D	
Electricians - Powerline Construction	Meter Installer	\$59.30	5A	4D	8W
Electricians - Powerline Construction	Pole Sprayer	\$93.99	5A	4D	
Electricians - Powerline Construction	Powderperson	\$69.84	5A	4D	

Electronic Technicians	Electronic Technicians Journey Level	\$58.51	5B	1B	
Elevator Constructors	Mechanic	\$115.14	7D	4A	
Elevator Constructors	Mechanic In Charge	\$124.53	7D	4A	
Fabricated Precast Concrete Products	Journey Level	\$16.66		1	
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$16.66		1	
Fence Erectors	Fence Erector	\$49.27	15J	11P	8Y
Fence Erectors	Fence Laborer	\$49.27	15J	11P	8Y
Flaggers	Journey Level	\$49.27	15J	11P	8Y
Glaziers	Journey Level	\$46.70	7L	4L	
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$91.81	15H	11C	
Heating Equipment Mechanics	Journey Level	\$74.38	6Z	1B	
Hod Carriers & Mason Tenders	Journey Level	\$55.31	15J	11P	8Y
Industrial Power Vacuum Cleaner	Journey Level	\$16.66		1	
Inland Boatmen	Journey Level	\$16.66		1	

Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Cleaner Operator	\$51.27	15M	110	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Foamer Operator	\$51.27	15M	110	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Grout Truck Operator	\$51.27	15M	110	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Head Operator	\$49.20	15M	110	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Technician	\$42.99	15M	110	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	TV Truck Operator	\$46.10	15M	110	
By Remote Control					
Insulation Applicators	Journey Level	\$78.96	15J	11U	
Ironworkers	Journeyman	\$74.44	15K	11N	
Laborers	Erosion Control Worker	\$52.24	15J	11P	8Y
Laborers	Air, Gas Or Electric Vibrating Screed	\$52.24	15J	11P	8Y
Laborers	Airtrac Drill Operator	\$53.68	15J	11P	8Y

Laborers	Ballast Regular Machine	\$52.24	15J	11P	8Y
Laborers	Batch Weighman	\$49.27	15J	11P	8Y
Laborers	Brick Pavers	\$52.24	15J	11P	8Y
Laborers	Brush Cutter	\$52.24	15J	11P	8Y
Laborers	Brush Hog Feeder	\$52.24	15J	11P	8Y
Laborers	Burner	\$52.24	15J	11P	8Y
Laborers	Caisson Worker	\$53.68	15J	11P	8Y
Laborers	Carpenter Tender	\$52.24	15J	11P	8Y
Laborers	Cement Dumper-paving	\$53.07	15J	11P	8Y
Laborers	Cement Finisher Tender	\$52.24	15J	11P	8Y
Laborers	Change House Or Dry Shack	\$52.24	15J	11P	8Y
Laborers	Chipping Gun (30 Lbs. And Over)	\$53.07	15J	11P	8Y
Laborers	Chipping Gun (Under 30 Lbs.)	\$52.24	15J	11P	8Y
Laborers	Choker Setter	\$52.24	15J	11P	8Y
Laborers	Chuck Tender	\$52.24	15J	11P	8Y
Laborers	Clary Power Spreader	\$53.07	15J	11P	8Y

Laborers	Clean-up Laborer	\$52.24	15J	11P	8Y
Laborers	Concrete Dumper/Chute Operator	\$53.07	15J	11P	8Y
Laborers	Concrete Form Stripper	\$52.24	15J	11P	8Y
Laborers	Concrete Placement Crew	\$53.07	15J	11P	8Y
Laborers	Concrete Saw Operator/Core Driller	\$53.07	15J	11P	8Y
Laborers	Crusher Feeder	\$49.27	15J	11P	8Y
Laborers	Curing Laborer	\$52.24	15J	11P	8Y
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.24	15J	11P	8Y
Laborers	Ditch Digger	\$52.24	15J	11P	8Y
Laborers	Diver	\$53.68	15J	11P	8Y
Laborers	Drill Operator (Hydraulic, Diamond)	\$53.07	15J	11P	8Y
Laborers	Dry Stack Walls	\$52.24	15J	11P	8Y
Laborers	Dump Person	\$52.24	15J	11P	8Y
Laborers	Epoxy Technician	\$52.24	15J	11P	8Y

Laborers	Faller & Bucker Chain Saw	\$53.07	15J	11P	8Y
Laborers	Fine Graders	\$52.24	15J	11P	8Y
Laborers	Firewatch	\$49.27	15J	11P	8Y
Laborers	Form Setter	\$52.24	15J	11P	8Y
Laborers	Gabian Basket Building	\$52.24	15J	11P	8Y
Laborers	Gaurdrail Erector	\$52.24	15J	11P	8Y
Laborers	General Laborer	\$52.24	15J	11P	8Y
Laborers	Grade Checker & Transit Person	\$55.31	15J	11P	8Y
Laborers	Grinders	\$52.24	15J	11P	8Y
Laborers	Grout Machine Tender	\$52.24	15J	11P	8Y
Laborers	Groutmen (Pressure) Including Post Tension Beams	\$53.07	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level A)	\$53.68	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level B)	\$53.07	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level C)	\$52.24	15J	11P	8Y

Laborers	High Scaler	\$53.68	15J	11P	8Y
Laborers	Jackhammer	\$53.07	15J	11P	8Y
Laborers	Laserbeam Operator	\$53.07	15J	11P	8Y
Laborers	Maintenance Person	\$52.24	15J	11P	8Y
Laborers	Manhole Builder-Mudman	\$53.07	15J	11P	8Y
Laborers	Material Yard Person	\$52.24	15J	11P	8Y
Laborers	Miner	\$55.41	15J	11P	8Y
Laborers	Mold Abatement Worker	\$52.24	15J	11P	8Y
Laborers	Motorman-Dinky Locomotive	\$55.41	15J	11P	8Y
Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$55.31	15J	11P	8Y
Laborers	Pavement Breaker	\$53.07	15J	11P	8Y
Laborers	Pilot Car	\$49.27	15J	11P	8Y
Laborers	Pipe Layer (Lead)	\$55.31	15J	11P	8Y

Laborers	Pipe Layer/Tailor	\$53.07	15J	11P	8Y
Laborers	Pipe Pot Tender	\$53.07	15J	11P	8Y
Laborers	Pipe Reliner	\$53.07	15J	11P	8Y
Laborers	Pipe Wrapper	\$53.07	15J	11P	8Y
Laborers	Pot Tender	\$52.24	15J	11P	8Y
Laborers	Powderman	\$53.68	15J	11P	8Y
Laborers	Powderman's Helper	\$52.24	15J	11P	8Y
Laborers	Power Jacks	\$53.07	15J	11P	8Y
Laborers	Power Washer	\$52.24	15J	11P	8Y
Laborers	Railroad Spike Puller - Power	\$53.07	15J	11P	8Y
Laborers	Raker - Asphalt	\$55.31	15J	11P	8Y
Laborers	Re-timberman	\$53.68	15J	11P	8Y
Laborers	Remote Equipment Operator	\$53.07	15J	11P	8Y
Laborers	Rigger/Signal Person	\$53.07	15J	11P	8Y
Laborers	Rip Rap Person	\$52.24	15J	11P	8Y
Laborers	Rivet Buster	\$53.07	15J	11P	8Y

Laborers	Rodder	\$53.07	15J	11P	8Y
Laborers	Scaffold Erector	\$52.24	15J	11P	8Y
Laborers	Scale Person	\$52.24	15J	11P	8Y
Laborers	Sloper (Over 20")	\$53.07	15J	11P	8Y
Laborers	Sloper Sprayer	\$52.24	15J	11P	8Y
Laborers	Spreader (Concrete)	\$53.07	15J	11P	8Y
Laborers	Stake Hopper	\$52.24	15J	11P	8Y
Laborers	Stock Piler	\$52.24	15J	11P	8Y
Laborers	Swinging Stage/Boatswain Chair	\$49.27	15J	11P	8Y
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$53.07	15J	11P	8Y
Laborers	Tamper (Multiple & Self- propelled)	\$53.07	15J	11P	8Y
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$53.07	15J	11P	8Y
Laborers	Toolroom Person (at Jobsite)	\$52.24	15J	11P	8Y
Laborers	Topper	\$52.24	15J	11P	8Y
Laborers	Track Laborer	\$52.24	15J	11P	8Y

Laborers	Track Liner (Power)	\$53.07	15J	11P	8Y
Laborers	Traffic Control Laborer	\$52.02	15J	11P	9C
Laborers	Traffic Control Supervisor	\$55.27	15J	11P	9C
Laborers	Truck Spotter	\$52.24	15J	11P	8Y
Laborers	Tugger Operator	\$53.07	15J	11P	8Y
Laborers	Tunnel Work-Guage and Lock Tender	\$55.41	15J	11P	8Y
Laborers	Tunnel Work-Guage and Lock Tender	\$55.41	15J	11P	8Y
Laborers	Vibrator	\$53.07	15J	11P	8Y
Laborers	Vinyl Seamer	\$52.24	15J	11P	8Y
Laborers	Watchmen	\$45.23	15J	11P	8Y
Laborers	Welder	\$53.07	15J	11P	8Y
Laborers	Well Point Laborer	\$53.07	15J	11P	8Y
Laborers	Window Washer/Cleaner	\$45.23	15J	11P	8Y
Laborers - Underground Sewer & Water	General Laborer & Topman	\$52.24	15J	11P	8Y
Laborers - Underground Sewer & Water	Pipe Layer	\$53.07	15J	11P	8Y

	Landscape				
Landscape Construction	Construction/landscaping Or Planting Laborers	\$45.23	15J	11P	8Y
Landscape Construction	Landscape Operator	\$84.44	15J	11G	8X
Landscape Maintenance	Groundskeeper	\$16.66		1	
Lathers	Journey Level	\$78.76	150	11S	
Marble Setters	Journey Level	\$59.64	5A	1M	
Metal Fabrication (In Shop)	Fitter	\$16.66		1	
Metal Fabrication (In Shop)	Laborer	\$16.66		1	
Metal Fabrication (In Shop)	Machine Operator	\$16.66		1	
Metal Fabrication (In Shop)	Painter	\$16.66		1	
Metal Fabrication (In Shop)	Welder	\$16.66		1	
Millwright	Journey Level	\$80.28	15J	4C	
Modular Buildings	Journey Level	\$16.66		1	
Painters	Commercial Painter	\$47.26	6Z	1W	
Painters	Industrial Painter	\$54.58	6Z	1W	9D
Pile Driver	Crew Tender	\$86.81	15J	11U	9L
Pile Driver	Journey Level	\$80.50	15J	11U	9L

Plasterers	Journey Level	\$56.27	7K	1N	
Playground & Park Equipment Installers	Journey Level	\$16.66		1	
Plumbers & Pipefitters	Journey Level	\$98.61	5A	1G	
Power Equipment Operators	Asphalt Plant Operators	\$85.85	15J	11G	8X
Power Equipment Operators	Assistant Engineer	\$80.71	15J	11G	8X
Power Equipment Operators	Barrier Machine (zipper)	\$85.08	15J	11G	8X
Power Equipment Operators	Batch Plant Operator: concrete	\$85.08	15J	11G	8X
Power Equipment Operators	Boat Operator	\$84.12	7A	11H	8X
Power Equipment Operators	Bobcat	\$80.71	15J	11G	8X
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$80.71	15J	11G	8X
Power Equipment Operators	Brooms	\$80.71	15J	11G	8X
Power Equipment Operators	Bump Cutter	\$85.08	15J	11G	8X
Power Equipment Operators	Cableways	\$85.85	15J	11G	8X

Power Equipment Operators	Chipper	\$85.08	15J	11G	8X
Power Equipment Operators	Compressor	\$80.71	15J	11G	8X
Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$80.71	15J	11G	8X
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$84.44	15J	11G	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$85.85	15J	11G	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$85.08	15J	11G	8X
Power Equipment Operators	Conveyors	\$84.44	15J	11G	8X
Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.68	7A	11H	8X
Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$79.12	7A	11H	8X
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.97	7A	11H	8X

Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.38	7A	11H	8X
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.84	7A	11H	8X
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.68	7A	11H	8X
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$84.12	7A	11H	8X
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.84	7A	11H	8X
Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.74	7A	11H	8X
Power Equipment Operators	Crusher	\$85.08	15J	11G	8X
Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$85.08	15J	11G	8X
Power Equipment Operators	Derricks, On Building Work	\$84.12	7A	11H	8X
Power Equipment Operators	Dozers D-9 & Under	\$84.44	15J	11G	8X

Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$84.44	15J	11G	8X
Power Equipment Operators	Drilling Machine	\$86.72	15J	11G	8X
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$80.71	15J	11G	8X
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$85.08	15J	11G	8X
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$84.44	15J	11G	8X
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$80.71	15J	11G	8X
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$85.08	15J	11G	8X
Power Equipment Operators	Gradechecker/Stakeman	\$80.71	15J	11G	8X
Power Equipment Operators	Guardrail Punch	\$85.08	15J	11G	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$85.85	15J	11G	8X

Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$85.08	15J	11G	8X
Power Equipment Operators	Horizontal/Directional Drill Locator	\$84.44	15J	11G	8X
Power Equipment Operators	Horizontal/Directional Drill Operator	\$85.08	15J	11G	8X
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.74	7A	11H	8X
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$79.12	7A	11H	8X
Power Equipment Operators	Leverman	\$87.61	15J	11G	8X
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$85.85	15J	11G	8X
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$85.08	15J	11G	8X
Power Equipment Operators	Loaders, Plant Feed	\$85.08	15J	11G	8X
Power Equipment Operators	Loaders: Elevating Type Belt	\$84.44	15J	11G	8X
Power Equipment Operators	Locomotives, All	\$85.08	15J	11G	8X

Power Equipment Operators	Material Transfer Device	\$85.08	15J	11G	8X
Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$86.72	15J	11G	8X
Power Equipment Operators	Motor Patrol Graders	\$85.85	15J	11G	8X
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$85.85	15J	11G	8X
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$80.71	15J	11G	8X
Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$84.44	15J	11G	8X
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.38	7A	11H	8X
Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.97	7A	11H	8X
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$84.12	7A	11H	8X
Power Equipment Operators	Pavement Breaker	\$80.71	15J	11G	8X

Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$85.08	15J	11G	8X
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$84.44	15J	11G	8X
Power Equipment Operators	Posthole Digger, Mechanical	\$80.71	15J	11G	8X
Power Equipment Operators	Power Plant	\$80.71	15J	11G	8X
Power Equipment Operators	Pumps - Water	\$80.71	15J	11G	8X
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$85.85	15J	11G	8X
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$85.08	15J	11G	8X
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$85.85	15J	11G	8X
Power Equipment Operators	Rigger and Bellman	\$79.12	7A	11H	8X
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.74	7A	11H	8X
Power Equipment Operators	Rollagon	\$85.85	15J	11G	8X
Power Equipment Operators	Roller, Other Than Plant Mix	\$80.71	15J	11G	8X

Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$84.44	15J	11G	8X
Power Equipment Operators	Roto-mill, Roto-grinder	\$85.08	15J	11G	8X
Power Equipment Operators	Saws - Concrete	\$84.44	15J	11G	8X
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$85.08	15J	11G	8X
Power Equipment Operators	Scrapers - Concrete & Carry All	\$84.44	15J	11G	8X
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$85.85	15J	11G	8X
Power Equipment Operators	Service Engineers: Equipment	\$84.44	15J	11G	8X
Power Equipment Operators	Shotcrete/Gunite Equipment	\$80.71	15J	11G	8X
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$84.44	15J	11G	8X
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$85.85	15J	11G	8X
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$85.08	15J	11G	8X

Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$86.72	15J	11G	8X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$87.61	15J	11G	8X
Power Equipment Operators	Slipform Pavers	\$85.85	15J	11G	8X
Power Equipment Operators	Spreader, Topsider & Screedman	\$85.85	15J	11G	8X
Power Equipment Operators	Subgrader Trimmer	\$85.08	15J	11G	8X
Power Equipment Operators	Tower Bucket Elevators	\$84.44	15J	11G	8X
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.84	7A	11H	8X
Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.97	7A	11H	8X
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.68	7A	11H	8X
Power Equipment Operators	Transporters, All Track Or Truck Type	\$85.85	15J	11G	8X

Power Equipment Operators	Trenching Machines	\$84.44	15J	11G	8X
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.38	7A	11H	8X
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.74	7A	11H	8X
Power Equipment Operators	Truck Mount Portable Conveyor	\$85.08	15J	11G	8X
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$85.08	15J	11G	8X
Power Equipment Operators	Welder	\$85.85	15J	11G	8X
Power Equipment Operators	Wheel Tractors, Farmall Type	\$80.71	15J	11G	8X
Power Equipment Operators	Yo Yo Pay Dozer	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$85.85	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$85.08	15J	11G	8X

Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$84.12	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Bobcat	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Brooms	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Cableways	\$85.85	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Chipper	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Compressor	\$80.71	15J	11G	8X

Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$85.85	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Conveyors	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.68	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$79.12	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.97	7A	11H	8X

Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.38	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.84	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.68	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$84.12	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.84	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a- frame over 10 tons	\$82.74	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Crusher	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$85.08	15J	11G	8X

Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$84.12	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$86.72	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$85.08	15J	11G	8X

Power Equipment					
Operators- Underground	Gradechecker/Stakeman	\$80.71	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Guardrail Punch	\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment	Hard Tail End Dump				
Operators- Underground	Articulating Off- Road	\$85.85	15J	11G	8X
Sewer & Water	Equipment 45 Yards. & Over				
Power Equipment	Hard Tail End Dump				
Operators- Underground	Articulating Off-road	\$85.08	15J	11G	8X
Sewer & Water	Equipment Under 45 Yards				
Power Equipment	Horizontal/Directional				
Operators- Underground	Drill Locator	\$84.44	15J	11G	8X
Sewer & Water					
Power Equipment	Horizontal/Directional				
Operators- Underground	Drill Operator	\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment	Hydralifts/boom trucks:				
Operators- Underground	10 tons and under	\$79.12	7A	11H	8X
Sewer & Water					
Power Equipment	Hydralifts/boom trucks:				
Operators- Underground	over 10 tons	\$82.74	7A	11H	8X
Sewer & Water					
Power Equipment	Leverman	\$87.61	15J	11G	8X
Operators- Underground					

Sewer & Water

Power Equipment	Loader, Overhead, 6				
Operators- Underground	Yards. But Not Including 8	\$85.85	15J	11G	8X
Sewer & Water	Yards				
Power Equipment	Loaders, Overhead Under				
Operators- Underground	6 Yards	\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment	Loaders, Plant Feed				
Operators- Underground		\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment	Loaders: Elevating Type				
Operators- Underground	Belt	\$84.44	15J	11G	8X
Sewer & Water					
Power Equipment	Locomotives, All				
Operators- Underground		\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment	Material Transfer Device				
Operators- Underground		\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment	Mechanics: All (Leadmen				
Operators- Underground	- \$0.50 per hour over	\$86.72	15J	11G	8X
Sewer & Water	mechanic)				
Power Equipment	Motor Patrol Graders				
Operators- Underground		\$85.85	15J	11G	8X
Sewer & Water					
Power Equipment	Mucking Machine, Mole,				
Operators- Underground	Tunnel Drill, Boring, Road	\$85.85	15J	11G	8X

Sewer & Water	Header And/or Shield				
Power Equipment	Oil Distributors, Blower				
Operators- Underground	Distribution & Mulch	\$80.71	15J	11G	8X
Sewer & Water	Seeding Operator				
Power Equipment	Outside Hoists (Elevators				
Operators- Underground	and Manlifts), Air	\$84.44	15J	11G	8X
Sewer & Water	Tuggers, Strato				
Power Equipment	Overhead, bridge type				
Operators- Underground	Crane: 20 tons through	\$83.38	7A	11H	8X
Sewer & Water	44 tons				
Power Equipment	Overhead, bridge type:				
Operators- Underground	100 tons and over	\$84.97	7A	11H	8X
Sewer & Water					
Power Equipment	Overhead, bridge type: 45				
Operators- Underground	tons through 99 tons	\$84.12	7A	11H	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Pavement Breaker	\$80.71	15J	11G	8X
Sewer & Water					
Power Equipment	Pile Driver (other Than				
Operators- Underground	Crane Mount)	\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment	Plant Oiler - Asphalt,				
Operators- Underground	Crusher	\$84.44	15J	11G	8X
Sewer & Water					
Power Equipment	Posthole Digger,	\$80.71	15J	11G	8X
Operators- Underground	Mechanical				

Sewer & Water

Power Equipment					
Operators- Underground	Power Plant	\$80.71	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Pumps - Water	\$80.71	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Quad 9, Hd 41, D10 And Over	\$85.85	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Quick Tower: no cab, under 100 feet in height	\$85.08	15J	11G	8X
Sewer & Water	base to boom				
Power Equipment					
Operators- Underground	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$85.85	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Rigger and Bellman	\$79.12	7A	11H	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Rigger/Signal Person, Bellman(Certified)	\$82.74	7A	11H	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Rollagon	\$85.85	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Roller, Other Than Plant Mix	\$80.71	15J	11G	8X

Sewer & Water

Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi- lift Materials	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$85.85	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$84.44	15J	11G	8X
Power Equipment Operators- Underground	Shovel, Excavator, Backhoe: Over 30 Metric	\$85.85	15J	11G	8X

Sewer & Water	Tons To 50 Metric Tons				
Power Equipment	Shovel, Excavator,				
Operators- Underground	Backhoes, Tractors: 15 To	\$85.08	15J	11G	8X
Sewer & Water	30 Metric Tons				
Power Equipment	Shovel, Excavator,				
Operators- Underground	Backhoes: Over 50	\$86.72	15J	11G	8X
Sewer & Water	Metric Tons To 90 Metric Tons				
Power Equipment	Shovel, Excavator,				
Operators- Underground	Backhoes: Over 90	\$87.61	15J	11G	8X
Sewer & Water	Metric Tons				
Power Equipment					
Operators- Underground	Slipform Pavers	\$85.85	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Spreader, Topsider &	\$85.85	15J	11G	8X
Sewer & Water	Screedman				
Power Equipment					
Operators- Underground	Subgrader Trimmer	\$85.08	15J	11G	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Tower Bucket Elevators	\$84.44	15J	11G	8X
Sewer & Water					
Power Equipment	Tower Crane: over 175'				
Operators- Underground	through 250' in height,	\$85.84	7A	11H	8X
Sewer & Water	base to boom				

Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.97	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.68	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$85.85	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$84.44	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.38	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.74	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$85.08	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Welder	\$85.85	15J	11G	8X

Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$80.71	15J	11G	8X
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$85.08	15J	11G	8X
Power Line Clearance Tree Trimmers	Journey Level In Charge	\$64.20	5A	4A	
Power Line Clearance Tree Trimmers	Spray Person	\$60.74	5A	4A	
Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$64.20	5A	4A	
Power Line Clearance Tree Trimmers	Tree Trimmer	\$57.29	5A	4A	
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$43.05	5A	4A	
Refrigeration & Air Conditioning Mechanics	Journey Level	\$75.67	5A	1G	
Residential Brick Mason	Journey Level	\$19.38		1	
Residential Carpenters	Journey Level	\$21.00		1	
Residential Cement Masons	Journey Level	\$56.59	7B	1N	
Residential Drywall Applicators	Journey Level	\$25.84		1	
Residential Drywall Tapers	Journey Level	\$17.06		1	

Residential Electricians	Journey Level	\$22.02		1
Residential Glaziers	Journey Level	\$16.66		1
Residential Insulation Applicators	Journey Level	\$16.66		1
Residential Laborers	Journey Level	\$19.06		1
Residential Marble Setters	Journey Level	\$16.66		1
Residential Painters	Journey Level	\$25.01		1
Residential Plumbers & Pipefitters	Journey Level	\$43.19		1
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$19.50		1
Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$71.88	5I	1B
Residential Soft Floor Layers	Journey Level	\$16.66		1
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$36.43		1
Residential Stone Masons	Journey Level	\$19.38		1
Residential Terrazzo Workers	Journey Level	\$16.66		1
Residential Terrazzo/Tile Finishers	Journey Level	\$16.66		1

Residential Tile Setters	Journey Level	\$16.66		1	
Roofers	Journey Level	\$48.54	5I	1R	
Roofers	Using Irritable Bituminous Materials	\$50.54	5I	1R	
Sheet Metal Workers	Journey Level (Field or Shop)	\$74.38	6Z	1B	
Sign Makers & Installers (Electrical)	Journey Level	\$99.46	7F	1E	
Sign Makers & Installers (Non-Electrical)	Journey Level	\$17.48		1	
Soft Floor Layers	Journey Level	\$59.52	7C	3J	
Solar Controls For Windows	Journey Level	\$16.66		1	
Sprinkler Fitters (Fire Protection)	Journey Level	\$69.91	7J	1R	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66		1	
Stone Masons	Journey Level	\$59.64	5A	1M	
Street And Parking Lot Sweeper Workers	Journey Level	\$20.00		1	
Surveyors	Assistant Construction Site Surveyor	\$82.74	7A	11H	8X
Surveyors	Chainman	\$79.12	7A	11H	8X

Surveyors	Construction Site Surveyor	\$84.12	7A	11H	8X
Surveyors	Drone Operator (when used in conjunction with survey work only)	\$79.12	7A	11H	8X
Surveyors	Ground Penetrating Radar Operator	\$79.12	7A	11H	8X
Telecommunication Technicians	Telecom Technician Journey Level	\$58.51	5B	1B	
Telephone Line Construction - Outside	Cable Splicer	\$41.35	5A	2B	
Telephone Line Construction - Outside	Hole Digger/Ground Person	\$27.31	5A	2B	
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.53	5A	2B	
Telephone Line Construction - Outside	Telephone Lineperson	\$39.07	5A	2B	
Terrazzo Workers	Journey Level	\$43.81	5A	1M	
Tile Setters	Journey Level	\$43.81	5A	1M	
Tile, Marble & Terrazzo Finishers	Journey Level	\$35.93	5A	1M	
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	\$92.44	15L	1K	

Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$55.54	15L	1K
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	\$55.54	15L	1K
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$55.54	15L	1K
Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	15L	1K
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	15L	1K
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$55.54	15L	1K
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety	\$55.54	15L	1K

and control
devices/barricades
(Group 2)

Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	15L	1K	
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	\$92.44	15L	1K	
Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	\$55.54	15L	1K	
Truck Drivers	Asphalt Mix Over 20 Yards	\$62.45	5D	1V	8M
Truck Drivers	Asphalt Mix To 20 Yards	\$62.25	5D	1V	8M
Truck Drivers	Dump Truck	\$62.25	5D	1V	8M
Truck Drivers	Dump Truck & Trailer	\$62.45	5D	1V	8M
Truck Drivers	Other Trucks	\$62.14	5D	1V	8M
Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	\$62.45	5D	1V	8M
Truck Drivers - Ready Mix	Transit Mixers over 20 yards	\$62.79	5D	1V	8M

Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.66	1
Well Drillers & Irrigation Pump Installers	Oiler	\$16.66	1
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00	1

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

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

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

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

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

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

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

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

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

See RCW 39.12.010

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

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

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

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 3/5/2025 thru 8/30/2025

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 3/5/2025 thru 8/30/2025

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 3/5/2025 thru 8/30/2025

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.

"General Decision Number: WA20250001 **06/27/2025**

Superseded General Decision Number: WA20240001

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:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
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:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

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	01/03/2025
1	02/07/2025
2	03/21/2025
3	04/25/2025
4	05/30/2025
5	06/06/2025
6	06/27/2025

CARP0003-001 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, 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 WAHAKIUM 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

 CARP0030-017 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
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

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 41.86	16.56
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 47.41	16.61
GROUP 4.....	\$ 45.86	16.56
GROUP 5.....	\$ 105.46	16.56
GROUP 6.....	\$ 51.73	16.56
GROUP 7.....	\$ 52.73	16.56
GROUP 8.....	\$ 48.41	16.56
GROUP 9.....	\$ 55.73	16.56

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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

DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

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

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

CARP0096-002 06/01/2025

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
MILLWRIGHT.....	\$ 55.39	22.38

CARP0770-004 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
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 PILEDRIVERS)

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

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

Zone Pay:

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

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

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

Zone Pay:

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

CARP1607-010 06/01/2025

CHELAN, DOUGLAS, GRANT, KLINKITAT, KITTITAS, OKANOGAN, and YAKIMA COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 59.99	25.43

ELEC0046-001 08/05/2024

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 80.94	31.06
ELECTRICIAN.....	\$ 73.58	30.84

* ELEC0048-003 01/01/2025

CLARK, KLINKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

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 01/01/2025

COWLITZ AND WAHIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

 ELEC0073-001 07/01/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	18.03

ELEC0076-002 02/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 69.19	26.63
ELECTRICIAN.....	\$ 62.90	26.26

ELEC0112-005 06/01/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 60.90	26.01
ELECTRICIAN.....	\$ 58.00	25.92

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

* ENGI0302-092 06/01/2025

KING AND SNOHOMISH COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 61.93	27.57
Group 1A.....	\$ 62.85	27.57
Group 1AA.....	\$ 63.75	27.57
Group 1AAA.....	\$ 64.66	27.57
Group 2.....	\$ 61.14	27.57
Group 3.....	\$ 60.46	27.57
Group 4.....	\$ 56.63	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

* ENGI0302-093 06/01/2025

SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 61.47	27.57
Group 1A.....	\$ 62.39	27.57
Group 1AA.....	\$ 63.29	27.57
Group 1AAA.....	\$ 64.19	27.57
Group 2.....	\$ 60.69	27.57
Group 3.....	\$ 60.02	27.57
Group 4.....	\$ 56.19	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons;

Leverman; Shovel, Excavator, Backhoes: over 90 metric tons;
Tower Crane: over 175? through 250? in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant
 Oiler: asphalt, crusher; Rigger/Signal Person, Bellman
 (Certified); Roller: plant mix or multi-lift materials;
 Saws: Concrete; Scrapers: concrete & carry all Service
 Engineers: equipment; Trenching Machines; Truck Crane
 Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe,
 Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete
 Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and
 under; Elevator and man-lift: permanent and shaft type;
 Forklifts: under 3000 lbs. with attachments;
 Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and
 under; Oil distributors, Blower Distribution & Mulch
 Seeding Operator; Pavement Breaker; Posthole Digger:
 mechanical; Power Plant; Pumps: water; -Rigger and Bellman;
 Roller: other than plant mix; Wheel Tractors: Farm all
 type; Shotcrete/Gunite Equipment; Brokk: Remote demolition
 equipment

 * ENGI0302-094 06/01/2025

KITSAP COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 60.93	27.57
Group 1A.....	\$ 61.83	27.57
Group 1AA.....	\$ 62.73	27.57
Group 1AAA.....	\$ 63.62	27.57
Group 2.....	\$ 60.14	27.57
Group 3.....	\$ 59.49	27.57
Group 4.....	\$ 55.68	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300? of boom including jib with
 attachments; Cranes Friction: 200 tons and over; Tower
 Cranes: over 250? in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250? of boom including jib
 with attachments; Cranes: Friction cranes through 199 tons;
 Leverman; Shovel, Excavator, Backhoes: over 90 metric tons;
 Tower Crane: over 175? through 250? in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150? of boom (including
 jib with attachments); Drilling Machine; Overhead, bridge
 type: 100 tons and over; Tower Crane: up to 175? in height
 base to boom; Loader: Overhead 8 yards & over; Shovel,
 Excavator, Backhoes: over 50 metric tons and up to 90

metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine; Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

* ENGI0302-095 06/01/2025

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 60.67	27.57
Group 1A.....	\$ 61.56	27.57
Group 1AA.....	\$ 62.47	27.57
Group 1AAA.....	\$ 63.35	27.57
Group 2.....	\$ 59.88	27.57
Group 3.....	\$ 59.23	27.57
Group 4.....	\$ 55.43	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons

through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and

under; Oil distributors, Blower Distribution & Mulch
Seeding Operator; Pavement Breaker; Posthole Digger:
mechanical; Power Plant; Pumps: water; -Rigger and Bellman;
Roller: other than plant mix; Wheel Tractors: Farm all
type; Shotcrete/Gunite Equipment; Brokk: Remote demolition
equipment

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:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
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 Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 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 06/01/2025

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.....	\$ 62.32	27.32
GROUP 1AA.....	\$ 63.22	27.32
GROUP 1AAA.....	\$ 64.11	27.32
GROUP 1.....	\$ 61.41	27.32
GROUP 2.....	\$ 60.63	27.32
GROUP 3.....	\$ 59.96	27.32
GROUP 4.....	\$ 56.15	27.32

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.

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LEWIS AND PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) 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.....	\$ 61.22	27.32
GROUP 1AA.....	\$ 62.12	27.32
GROUP 1AAA.....	\$ 62.99	27.32
GROUP 1.....	\$ 60.32	27.32
GROUP 2.....	\$ 59.56	27.32
GROUP 3.....	\$ 58.89	27.32
GROUP 4.....	\$ 55.13	27.32

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.

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THURSTON 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.....	\$ 61.81	27.32
GROUP 1AA.....	\$ 62.71	27.32

GROUP 1AAA.....	\$ 63.59	27.32
GROUP 1.....	\$ 60.91	27.32
GROUP 2.....	\$ 60.14	27.32
GROUP 3.....	\$ 59.46	27.32
GROUP 4.....	\$ 55.68	27.32

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 01/01/2025

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 58.94	17.15
GROUP 1A.....	\$ 61.10	17.15
GROUP 1B.....	\$ 63.26	17.15
GROUP 2.....	\$ 57.03	17.15
GROUP 3.....	\$ 55.88	17.15
GROUP 4.....	\$ 52.55	17.15
GROUP 5.....	\$ 51.31	17.15
GROUP 6.....	\$ 48.09	17.15

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 01/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 38.91	32.27

IRON0029-002 01/02/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/01/2024

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.91	32.27

IRON0086-004 01/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 53.45	34.02

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 riases 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 gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

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

LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIACUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIACUM 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; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High 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; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2022

	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 04/01/2025

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 39.94	15.94
Spray and Sandblasting.....	\$ 39.94	15.94

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

PAIN0055-006 04/01/2025

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 39.94	15.94

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 06/01/2024

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.....\$ 54.16		21.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....\$ 54.66		21.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....\$ 54.66		21.27

* PLAS0555-002 06/01/2025

CLARK, KICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD...\$ 48.05		20.31
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....\$ 47.09		20.31
CEMENT MASONS.....\$ 46.13		20.31
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...\$ 47.09		20.31

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 06/01/2024

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 WAHAKIACUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 33.09	17.63
GROUP 2.....	\$ 33.24	17.63
GROUP 3.....	\$ 33.40	17.63
GROUP 4.....	\$ 33.72	17.63
GROUP 5.....	\$ 33.97	17.63
GROUP 6.....	\$ 34.18	17.63
GROUP 7.....	\$ 34.42	17.63

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 06/01/2025

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:.....	\$ 55.43	27.52
GROUP 2:.....	\$ 54.59	27.52
GROUP 3:.....	\$ 51.78	27.52
GROUP 4:.....	\$ 46.81	27.52
GROUP 5:.....	\$ 54.98	27.52

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 06/01/2024

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.....	\$ 36.83	20.93
GROUP 2.....	\$ 39.47	20.93
GROUP 3.....	\$ 39.58	20.93
GROUP 4.....	\$ 39.91	20.93
GROUP 5.....	\$ 40.02	20.93
GROUP 6.....	\$ 40.22	20.93
GROUP 7.....	\$ 40.56	20.93
GROUP 8.....	\$ 40.88	20.93
AREA 2:		
GROUP 1.....	\$ 33.83	20.93
GROUP 2.....	\$ 36.47	20.93
GROUP 3.....	\$ 36.58	20.93
GROUP 4.....	\$ 36.91	20.93
GROUP 5.....	\$ 37.02	20.93
GROUP 6.....	\$ 37.22	20.93
GROUP 7.....	\$ 37.56	20.93
GROUP 8.....	\$ 37.88	20.93

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

BASE POINTS: Spokane, Pasco, Lewiston

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

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

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

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

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

NOTE:

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
END OF GENERAL DECISION"

***REQUIRED FEDERAL AID
PROVISIONS***

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. 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, 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/WHDLegacy/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.

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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.

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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.

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 8, 2024 APWA GSP, Option B)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 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) for WSDOT GSPs, only use date

(May 1, 2013 Chelan County 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

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

Division 1 General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** Countywide Barrier Terminals – 2025 by constructing Guardrail Removal, Guardrail Anchor Removal, Concrete Barrier Removal, Beam Guardrail, Beam Guardrail Terminals, Crushed Surfacing Base Course, HMA, Curbing, Project Temporary Traffic Control *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Definition and Terms

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

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

2
3 **1-02.1 Prequalification of Bidders**

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

6
7 **1-02.1 Qualifications of Bidder**

8 *(January 24, 2011 APWA GSP)*

9
10 Before award of a public works contract, a bidder must meet at least the minimum
11 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
12 be awarded a public works project.

13
14 **1-02.2 Plans and Specifications**

15 *(June 27, 2011 APWA GSP)*

16
17 Delete this section and replace it with the following:

18
19 Information as to where Bid Documents can be obtained or reviewed can be found in the
20 Call for Bids (Advertisement for Bids) for the work.

21
22 After award of the contract, plans and specifications will be issued to the Contractor at no
23 cost as detailed below:

24

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

25
26 Additional plans and Contract Provisions may be obtained by the Contractor from the
27 source stated in the Call for Bids, at the Contractor's own expense.

28
29 **Examination of Plans, Specifications and Site of Work**

30
31 **1-02.4(1) General**

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

33
34 The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...",
35 is revised to read:

36
37 Prospective Bidders desiring an explanation or interpretation of the Bid Documents,
38 shall request the explanation or interpretation in writing soon enough to allow a written
39 reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms
(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal
(April 22, 2025 APWA GSP, Option A)

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

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars.

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.

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 The Bidder shall submit the following supplemental documents with the Bid in accordance
2 with 1-02.9:
- 3 1) Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)
 - 4 2) DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every DBE
5 firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization
6 Certification, the Bidder shall submit written confirmation from that DBE firm that the
7 DBE is in agreement with the DBE participation commitment that the Bidder has
8 made in the Bidder's completed Disadvantaged Business Enterprise Utilization
9 Certification.
 - 10 3) Good Faith Effort Documentation - Bidder must submit good faith effort
11 documentation with the Disadvantaged Business Enterprise Utilization Certification
12 ONLY In the Event the bidder's efforts to solicit sufficient DBE participation have been
13 unsuccessful.
 - 14 4) DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item
15 Breakdown form defining the scope of work to be performed by each DBE listed on
16 the DBE Utilization Certification.
- 17 Directions for delivery of the Disadvantaged Business Enterprise, Written Confirmation
18 Documents, and Disadvantaged Business Enterprise Good Faith Effort documentation are
19 included in Sections 1-02.9 and 1-02.10.

20
21 (November 20, 2023)
22 The fourth and fifth paragraphs of Section 1-02.6 are deleted.

23
24 Section 1-02.6 is supplemented with the following:

25
26 **(September 3, 2024)**
27 ***Bidder Questionnaire***

28 The Bidder shall submit with their Bid a completed Bidder Questionnaire form (WSDOT
29 Form #272-022). This shall be filled out for each firm who submitted a bid or quote in
30 attempt to participate in the project whether they were successful or not and include the
31 following information:

- 32
- 33 1. Firm name;
 - 34
 - 35 2. Firm address including ZIP code;
 - 36
 - 37 3. Firm's status as a DBE or non-DBE;
 - 38
 - 39 4. Race and gender information for the firm's majority owner;
 - 40
 - 41 5. NAICS code applicable to each scope of work the firm sought to perform in its
42 bid;
 - 43
 - 44 6. Age of the firm; and
 - 45
 - 46 7. The annual gross receipts of the firm. The Bidder may obtain this information by
47 asking each firm to indicate into what gross receipts bracket they fit (less than
48 \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.) rather than requesting
49 an exact figure from the firm.
 - 50

1 Failure to return this completed form as part of the Bid Proposal package will cause this
2 Bid to be considered irregular in accordance with Section 1-02.13. A copy of this form is
3 included in the Proposal Forms.

4 5 **Bid Deposit**

6
7 *(May 15, 2025 Chelan County GSP)*

8 Section 1-02.7 is supplemented with the following:
9

10 Proposal bonds shall contain the following:

- 11 1. Contracting Agency-assigned number for the project;
- 12 2. Name of the project;
- 13 3. The Contracting Agency named as obligee;
- 14 4. The amount of the proposal bond stated either as a dollar figure or as a percentage
15 which represents five percent of the maximum bid amount that could be awarded;
- 16 5. Signature of the bidder's officer empowered to sign official statements. The signature
17 of the person authorized to submit the bid should agree with the signature on the
18 bond, and the title of the person must accompany the said signature;
- 19 6. The signature of the surety's officer empowered to sign the bond and the power of
20 attorney.
21

22 Proposal bonds submitted as a form of Bid deposit shall be submitted on the Proposal
23 Bond form provided by the Contracting Agency included in the Bid Proposal Form.
24 Proposal bonds not submitted on the Contracting Agency provided form shall make the
25 Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.
26

27 *(May 15, 2025 Chelan County GSP)*

28 The second sentence of Section 1-02.7 is deleted and replaced with the following:
29

30 The Bid deposit may be certified check, cashier's check, or a proposal bond (Surety
31 Bond). The Contracting Agency will not accept cash as a form of Bid deposit. The use of
32 cash as a form of Bid deposit shall cause the Bid to be rejected by the Contracting Agency.
33

34 **1-02.9 Delivery of Proposal**

35 *(April 22, 2025 APWA GSP, Option B)*
36

37 Delete this section and replace it with the following:
38

39 **GENERAL**

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

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

- 46 • DBE Utilization Certification
- 47 • DBE Written Confirmation Document from each DBE firm listed on the Bidder's
48 completed DBE Utilization Certification
- 49 • Good Faith Effort (GFE) Documentation (if applicable)
- 50 • DBE Bid Item Breakdown

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

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

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: 509-667-6250, or
3. By e-mail to the following e-mail address: Benjamin.Saxton@co.chelan.wa.us

DBE DOCUMENT SUBMITTAL REQUIREMENTS

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 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

2 *(July 23, 2015 APWA GSP)*

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

5
6 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
7 withdraw, revise, or supplement it if:

- 8
9 1. The Bidder submits a written request signed by an authorized person and
10 physically delivers it to the place designated for receipt of Bid Proposals, and
11 2. The Contracting Agency receives the request before the time set for receipt of
12 Bid Proposals, and
13 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
14 Agency before the time set for receipt of Bid Proposals.

15
16 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
17 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
18 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
19 supplemented package in its entirety. If the Bidder does not submit a revised or
20 supplemented package, then its bid shall be considered withdrawn.

21
22 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
23 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
24 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

25
26 **Public Opening of Proposals**

27
28 Section 1-02.12 is supplemented with the following:

29
30 *(May 15, 2025 Chelan County GSP)*

31 **Date of Opening Bids**

32 Sealed bids are to be received at the following location prior to the time Specified:

33
34 At the Board of County Commissioners, 400 Douglas Street, Wenatchee,
35 Washington until 9:30:00 A.M. of the bid opening date.

36
37 The bid opening date for this project is *** August 5, 2025 ***. Bids received will be publicly
38 opened and read after 9:30:00 A. M. Pacific Time on this date.

39
40 **1-02.13 Irregular Proposals**

41 *(September 3, 2024 APWA GSP)*

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

- 44
45 1. A Proposal will be considered irregular and will be rejected if:
46 a. The Bidder is not prequalified when so required;
47 b. The Bidder adds provisions reserving the right to reject or accept the Award,
48 or enter into the Contract;
49 c. A price per unit cannot be determined from the Bid Proposal;
50 d. The Proposal form is not properly executed;
51 e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT
52 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 g. If Proposal form entries are not made in ink.
38

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 **Award and Execution of Contract**

14

15 **1-03.3 Execution of Contract**

16 *(July 8, 2024 APWA GSP Option A)*

17

18 Revise this section to read:

19

20 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
21 the successful Bidder shall provide the information necessary to execute the Contract to
22 the Contracting Agency. The Bidder shall send the contact information, including the full
23 name, email address, and phone number, for the authorized signer and bonding agent to
24 the Contracting Agency.

25

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

30

31 Within 10 calendar days after the award date, the successful bidder shall return the
32 signed Contracting Agency-prepared contract, an insurance certification as required by
33 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer
34 of Coverage form for the Construction Stormwater General Permit with sections I, III, and
35 VIII completed when provided. Before execution of the contract by the Contracting
36 Agency, the successful bidder shall provide any pre-award information the Contracting
37 Agency may require under Section 1-02.15.

38

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

43

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

48

49

50

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

3
4 This section is supplemented with the following:

5 No later than 5 calendar days after the Award date (not including Saturdays, Sundays and
6 Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form
7 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-
8 056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be
9 able to perform the scope of work subcontracted to them.

10
11 Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included
12 as part of the executed Contract.

13
14 DBE Trucking Credit Forms shall be submitted in one of the following ways:

- 15 1. By E-mail Benjamin.Saxton@co.chelan.wa.us
16 and NCRegionOEO@wsdot.wa.gov
17

18 **1-03.4 Contract Bond**
19 *(July 23, 2015 APWA GSP)*

20
21 Delete the first paragraph and replace it with the following:

22
23 The successful bidder shall provide executed payment and performance bond(s) for the
24 full contract amount. The bond may be a combined payment and performance bond; or
25 be separate payment and performance bonds. In the case of separate payment and
26 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

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

4
5 **1-03.7 Judicial Review**
6 *(December 30, 2022 APWA GSP)*

7
8 Revise this section to read:

9
10 All decisions made by the Contracting Agency regarding the Award and execution of the
11 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
12 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
13 Court of the county where the Contracting Agency headquarters is located, provided that
14 where an action is asserted against a county, RCW 36.01.050 shall control venue and
15 jurisdiction.

16
17 **Scope of the Work**

18
19 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
20 **Specifications, and Addenda**
21 *(December 30, 2022 APWA GSP)*

22
23 Revise the second paragraph to read:

24
25 Any inconsistency in the parts of the contract shall be resolved by following this order of
26 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

34
35 **1-04.4 Changes**
36 *(January 19, 2022 APWA GSP)*

37
38 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

39
40 **Control of Work**

41
42 **Authority of the Engineer**

43
44 ***Requests for Information (RFI)***

45
46 The fourth paragraph of Section 1-05.1(2) is revised to read:

47
48 (November 4, 2024)

49 The Contractor may submit a RFI for one of the following reasons:
50

- 1 1. The Contractor believes there is information missing from the Contract
2 Documents (Missing Information).
- 3
- 4 2. The Contractor believes a clarification of one or more of the Contract
5 requirements is necessary (Clarification).
- 6
- 7 3. The Contractor needs to substitute a material that provides an equal or
8 better level of performance as the one specified in the Contract (RFC -
9 Material Substitution). Requests shall indicate the location(s), quantity, and
10 shall describe how the material provides an equal or better level of
11 performance as the material originally specified.
- 12
- 13 4. The Contractor requests a change to the Contract requirements for a
14 reason other than one listed in items 1-3 of this Section (RFC - Other). To
15 be considered, the request must not meet the requirements of a Value
16 Engineering Change Proposal. To be considered, the request shall qualify
17 as a Minor Change in accordance with Section 1-04.4(1) and shall describe
18 how the change is beneficial to the project.
- 19

20 **Removal of Defective and Unauthorized Work**

21
22 Section 1-05.7, including title and subsections, is deleted and replaced with the following:

23
24 ***(November 4, 2024)***

25 ***Nonconforming Work***

26 The Contracting Agency will not pay for Nonconforming Work.

27
28 Nonconforming Work is Work that in any way fails to meet the requirements of the
29 Contract. This includes, but is not limited to:

- 30
- 31 • Work that does not conform to Contract requirements
- 32
- 33 • Work that does not meet Contract requirements
- 34
- 35 • Work done beyond the lines and grades set by the Plans or the Engineer
- 36
- 37 • Extra Work and materials furnished without the Engineer's written approval
- 38
- 39 • Defective Work
- 40
- 41 • Noncompliant Work
- 42
- 43 • Nonconforming Work
- 44
- 45 • Out of specification Work
- 46
- 47 • Rejected Work
- 48
- 49 • Unacceptable Work
- 50
- 51 • Unauthorized Work
- 52

- Unsuitable Work
- Unsatisfactory Work

Identification of Nonconforming Work

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work during inspection of Work that has been completed, is at an identified hold point, or has been identified by the Contractor as ready for inspection. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

Reporting of Nonconforming Work

Unless otherwise specified, the Contractor shall immediately report all Nonconforming Work to the Engineer along with any relevant information about how the Nonconforming Work shall be remediated. The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contract requires the use of the WSDOT Unifier system for Document Control in accordance with Section 1-04.2, reporting and remediation submittals shall follow the "Nonconformance Report" business process in Unifier.

Remediation of Nonconforming Work

Remediation to correct Nonconforming Work shall be completed as soon as possible. However, unless otherwise specified, the Contractor shall not proceed with implementing the remedy until the Engineer has accepted the Contractor's proposed remedy. Any remedial work done prior to the Engineer's acceptance shall be at the Contractor's sole risk and will be subject to further rejection or remediation. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

Remediation shall be classified in one of the following categories:

1. Rework to Contract requirements
2. Remove and replace
3. Repair to acceptable standards

When disputes occur over which category a remedy belongs, the Engineer's decision will be final and binding.

Rework to Contract Requirements

To be considered rework, the design and construction standards of the proposed completed Work, in the sole judgment of the Engineer, shall meet the design and construction standards applicable to the project.

Reporting of Nonconforming Work that is reworked is not required if all of the following conditions are met:

- 1 1. The remediation shall be completed in the same shift as the Nonconforming
- 2 Work was identified.
- 3
- 4 2. It shall be remedied without damaging other Work.
- 5
- 6 3. It shall be remedied without putting the public at risk.
- 7
- 8 4. The Contractor's proposed remedy is in accordance with the Contract
- 9 requirements.
- 10
- 11 5. The Engineer does not request the Nonconforming Work be reported.
- 12

13 Examples of Nonconforming Work that may not need reported if reworked include:

- 14
- 15 • Missing dobies prior to concrete pouring
- 16
- 17 • Rebar spacing and missing rebar
- 18
- 19 • Out of plumb luminaire or sign pole/post
- 20

21 For all other rework the Contractor shall submit all relevant information to the

22 Engineer. The Contractor shall include Type 2 Working Drawings. The Type 2

23 Working Drawings shall explain how the nonconforming work will be reworked

24 including repairs that will achieve the Contract requirements. For preapproved repair

25 procedures, Type 1 Working drawings shall be included in lieu of the Type 2 Working

26 Drawings.

27

28 **Remove and Replace**

29 To be considered as remove and replace, the Nonconforming Work shall be removed

30 and replaced and the design and construction standards of the proposed completed

31 Work, in the sole judgment of the Engineer, shall meet the design and construction

32 standards applicable to the project.

33

34 Reporting of Nonconforming Work that is removed and replaced is not required if all

35 of the following conditions are met:

- 36
- 37 1. The remedy shall be completed in the same shift the Nonconforming Work
- 38 was identified.
- 39
- 40 2. It shall be removed and replaced without damaging other Work.
- 41
- 42 3. Both the removal and the replacement meet all Contract requirements.
- 43
- 44 4. The Engineer does not request the Nonconforming Work be reported.
- 45

46 Examples of Nonconforming Work that may not need reported if removed and

47 replaced include:

- 48
- 49 • Decompacting and recompacting a lift of embankment to meet compaction
- 50 requirements
- 51

1 Annual Road Maintenance: Various roads throughout the county***

2

3 **Control of Material**

4

5 Section 1-06 is supplemented with the following:

6

7 **Buy America Requirements**

8

9 *(March 20, 2025)*

10 **General Requirements**

11 In accordance with Buy America requirements contained in 23 CFR 635.410 and 2 CFR
12 184, the following materials must be produced in the United States:

13

14 1. All Iron or Steel Products used in the project. This means all manufacturing
15 processes, from the initial melting stage through the application of coatings,
16 occurred in the United States.

17

18 2. All Manufactured Products used in the project. This means the manufactured
19 product was manufactured in the United States.

20

21 3. All Construction Materials used in the project. This means that all manufacturing
22 processes for the construction material occurred in the United States.

23

24 An article, material, or supply will be classified in one of four categories: 1) Iron or Steel
25 Product, 2) Manufactured Product, 3) Construction Material, or 4) Excluded Material. Only
26 a single category will apply to an item except as follows:

27

28 1. With respect to precast concrete products that are classified as Manufactured
29 Products, the components of precast concrete products that consist wholly or
30 predominantly of iron, steel, or combination of both shall meet the requirements
31 for and be tracked as an Iron or Steel Product. The item shall also meet the
32 requirements for a Manufactured Product, and the cost of the iron or steel
33 components shall be included in determining if the Manufactured Product was
34 produced in the United States.

35

36 2. With respect to intelligent transportation systems and other electronic hardware
37 systems that are classified as Manufactured Products, the cabinets or other
38 enclosures of such systems that consist wholly or predominantly of iron, steel,
39 or a combination of both, shall meet the requirements for and be tracked as an
40 Iron or Steel Products. The item shall also meet the requirements for a
41 Manufactured Product and the cost of the iron or steel components shall be
42 included in determining if the manufactured product was produced in the United
43 States.

44

45 Some contract items are composed of multiple parts that may fall into different categories.
46 Individual components will be categorized as a Construction Material, a Manufactured
47 Product, an Iron or Steel Product, or an excluded material based on their composition
48 when they arrive at the staging area or work site.

49

1 **Definitions**

2 1. Construction Material: Defined as any article, material, or supply brought to the
3 construction site for incorporation into the final product. Construction materials
4 include an article, material, or supply that is or consists primarily of:

- 5
- 6 a. Non-ferrous metals including all manufacturing processes, from initial smelting
7 or melting through final shaping, coating, and assembly;
- 8
- 9 b. Plastic and polymer-based products including all manufacturing processes, from
10 initial combination of constituent plastic or polymer-based inputs, or, where
11 applicable, constituent composite materials, until the item is in its final form);
- 12
- 13 c. Glass including all manufacturing processes, from initial batching and melting of
14 raw materials through annealing, cooling, and cutting);
- 15
- 16 d. Fiber optic cable (includes drop cable) including all manufacturing processes,
17 from initial ribboning (if applicable), through buffering, fiber stranding and
18 jacketing, (fiber optic cable also includes the standards for glass and optical
19 fiber);
- 20
- 21 e. Optical fiber including all manufacturing processes, from the initial preform
22 fabrication stage, through the completion of the draw;
- 23
- 24 f. Lumber including all manufacturing processes, from initial debarking through
25 treatment and planing;
- 26
- 27 g. Drywall including all manufacturing processes, from initial blending of mined or
28 synthetic gypsum plaster and additives through cutting and drying of
29 sandwiched panels; or
- 30
- 31 h. Engineered wood including all manufacturing processes from the initial
32 combination of constituent materials until the wood product is in its final form.
- 33

34 If a Construction Material is not manufactured in the United States it shall be
35 considered a Foreign Construction Material.

36

37 2. Excluded Material: A material where Buy America requirements do not apply. This
38 includes the following:

39

- 40 a. Materials excluded by Section 70917(c) of the Buy America, Build America Act
41 with respect to aggregates this includes cement and cementitious materials,
42 aggregates such as stone, sand, or gravel or aggregate binding agents or
43 additives. These materials shall be classified as excluded materials based on
44 the composition when brought to the work site. It also includes combinations of
45 these excluded materials when mixtures of Excluded Materials are delivered to
46 the work site without final form for incorporation into the project (i.e. wet concrete
47 and HMA). If they are formed prior to delivery, they are a Manufactured Product
48 and not an Excluded Material.
- 49
- 50 b. Temporary materials that are not being permanently incorporated into the
51 project.
- 52

c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel Product, or a Construction Material and when these materials are delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.

3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.

4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

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

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

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

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

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling,

1 extruding, machining, bending, grinding, drilling, welding, and coating. The action of
2 applying a coating to steel or iron is deemed a manufacturing process. Coating includes
3 epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or
4 enhances the value of steel or iron. Any process from the original reduction from ore to
5 the finished product constitutes a manufacturing process for iron.

6
7 Due to a nationwide waiver, Buy America requirements do not apply to raw materials (iron
8 ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and
9 reduced iron ore.

10
11 The following are considered to be steel manufacturing processes:

- 12
13 1. Production of steel by any of the following processes:
14
15 a. Open hearth furnace.
16
17 b. Basic oxygen.
18
19 c. Electric furnace.
20
21 d. Direct reduction.
22
23 2. Rolling, heat treating, and any other similar processing.
24
25 3. Fabrication of the products:
26
27 a. Spinning wire into cable or strand.
28
29 b. Corrugating and rolling into culverts.
30
31 c. Shop fabrication.

32
33 A certification of materials origin will be required for all iron or steel products prior to such
34 items being incorporated into the permanent work. The Contractor will not receive
35 payment until the certification is received by the Engineer. The certification shall be on
36 WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor
37 chooses, provided it contains the same information as WSDOT Form 350-109.

38 39 ***Manufactured Products***

40 Due to a nationwide waiver, Buy America requirements do not apply to Manufactured
41 Products except as follows:

- 42
43 1. When a precast concrete product is classified as a Manufactured Product, the
44 components that are an Iron or Steel Product shall follow the "Iron and Steel
45 Requirements" of this Specification.
46
47 2. When an electronic hardware system such as an intelligent transportation
48 system is classified as a Manufactured Product, the cabinets and the other
49 enclosures of such systems that are an Iron or Steel Product shall follow the
50 "Iron and Steel Requirements" of this Specification.
51

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

Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

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

14

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

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

26

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

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

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

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

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

6
7 *(May 15, 2025 Chelan County GSP)*

8 The work on this contract is to be performed upon lands whose ownership obligates the
9 Contractor to pay State Sales tax. The provisions of Section 1-07.2(1) apply.

10
11 **Fire Prevention and Merchantable Timber Requirements**

12
13 Section 1-07.3 is supplemented with the following:

14
15 *(August 2, 2004)*

16 The Forest Service Provisions, included in the Appendix to these Special Provisions, are
17 made a part of this contract. The Contractor shall comply with the requirements of these
18 Forest Service provisions at no additional cost to the Contracting Agency.

19
20 **High-Visibility Apparel**

21
22 The third and fourth paragraphs of Section 1-07.8 are revised to read

23
24 *(November 4, 2024)*

25 High-visibility garments shall always be the outermost garments worn in a manner to
26 ensure 360 degrees of uninterrupted background and retroreflective material encircling
27 the torso.

28
29 High-visibility garments shall be labeled as, and in a condition compliant with the
30 ANSI/ISEA 107-2015 publication entitled "American National Standard for High-Visibility
31 Safety Apparel and Accessories," or equivalent revisions.

32
33 **Traffic Control Personnel**

34
35 Section 1-07.8(1) is revised to read:

36
37 *(November 4, 2024)*

38 All personnel performing the Work described in Section 1-10 (including traffic control
39 supervisors, flaggers, and others performing traffic control labor of any kind) shall
40 comply with the following:

- 41
42 1. During daylight hours with clear visibility, workers shall wear a high-visibility
43 ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that
44 are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in
45 color; and a high visibility hardhat that is white, yellow, yellow-green,
46 orange, or red in color; and
47
48 2. During hours of darkness (½ hour before sunset to ½ hour after sunrise) or
49 other low-visibility conditions (snow, fog, etc.), workers shall wear a high-
50 visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background
51 material that are fluorescent yellow-green, fluorescent orange-red, or
52 fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA

107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

Wages

General

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

(January 6, 2025)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20250001.

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

1-07.9(5)A Required Documents

(July 8, 2024 APWA GSP)

This section is revised to read as follows:

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

Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(May 5, 2025)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity

In accordance with 41 CFR § 60-4.2, the clauses contained in 1-4 below are required to be included in this Contract. Nothing in this contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

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

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

Women - Statewide

Timetable

Goal

Until further notice 6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA 2.8

WA Spokane.

Non-SMSA Counties 3.0

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA 5.4

WA Benton; WA Franklin.

Non-SMSA Counties 3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA 9.7

WA Yakima.

Non-SMSA Counties 7.2

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

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2

WA King; WA Snohomish.

Tacoma, WA 6.2

WA Pierce.

Non-SMSA Counties 6.1

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

Portland, OR:

SMSA Counties:

Portland, OR-WA 4.5

WA Clark.

Non-SMSA Counties 3.8

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

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

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

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

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

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

41 In accordance with 41 CFR § 60-4.3, the clauses contained in 1-15 below are required to
42 be included in this Contract. Nothing in this Contract alters the Contractor's responsibility
43 to comply with all applicable Federal regulations, including but not limited to 41 CFR part
44 60 as currently existing or later amended.
45

46 Standard Federal Equal Employment Opportunity Construction Contract Specifications
47

- 48 1. As used in these specifications:
49

- 50 a. "Covered Area" means the geographical area described in the solicitation from
51 which this contract resulted;
52

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

1 federally assisted construction contract shall apply the minority and female goals
2 established for the geographical area where the work is being performed. The
3 Contractor is expected to make substantially uniform progress in meeting its goals in
4 each craft during the period specified.

5
6 5. Neither the provisions of any collective bargaining agreement, nor the failure by a
7 union with whom the Contractor has a collective bargaining agreement, to refer either
8 minorities or women shall excuse the Contractor's obligations under these
9 specifications, Executive Order 11246, or the regulations promulgated pursuant
10 thereto.

11
12 6. In order for the nonworking training hours of apprentices and trainees to be counted
13 in meeting the goals, such apprentices and trainees must be employed by the
14 Contractor during the training period, and the Contractor must have made a
15 commitment to employ the apprentices and trainees at the completion of their
16 training, subject to the availability of employment opportunities. Trainees must be
17 trained pursuant to training programs approved by the U.S. Department of Labor.

18
19 7. The Contractor shall take specific affirmative actions to ensure equal employment
20 opportunity. The evaluation of the Contractor's compliance with these specifications
21 shall be based upon its effort to achieve maximum results from its actions. The
22 Contractor shall document these efforts fully, and shall implement affirmative action
23 steps at least as extensive as the following:

24
25 a. Ensure and maintain a working environment free of harassment,
26 intimidation, and coercion at all sites, and in all facilities at which the
27 Contractor's employees are assigned to work. The Contractor, where
28 possible, will assign two or more women to each construction project. The
29 Contractor shall specifically ensure that all foremen, superintendents, and
30 other on-site supervisory personnel are aware of and carry out the
31 Contractor's obligation to maintain such a working environment, with
32 specific attention to minority or female individuals working at such sites or
33 in such facilities.

34
35 b. Establish and maintain a current list of minority and female recruitment
36 sources, provide written notification to minority and female recruitment
37 sources and to community organizations when the Contractor or its unions
38 have employment opportunities available, and maintain a record of the
39 organizations' responses.

40
41 c. Maintain a current file of the names, addresses and telephone numbers of
42 each minority and female off-the-street applicant and minority or female
43 referral from a union, a recruitment source or community organization and
44 of what action was taken with respect to each such individual. If such
45 individual was sent to the union hiring hall for referral and was not referred
46 back to the Contractor by the union or, if referred, not employed by the
47 Contractor, this shall be documented in the file with the reason therefor,
48 along with whatever additional actions the Contractor may have taken.

49
50 d. Provide immediate written notification to the Director when the union or
51 unions with which the Contractor has a collective bargaining agreement has
52 not referred to the Contractor a minority person or woman sent by the

Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

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- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 - 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

37 Additional assistance for Federal Construction Contractors on contracts
38 administered by Washington State Department of Transportation or by Local
39 Agencies may be found at:

40
41 Washington State Dept. of Transportation
42 Office of Equity and Civil Rights
43 PO Box 47314
44 310 Maple Park Ave. SE
45 Olympia WA
46 98504-7314
47 Ph: 360-705-7090
48 Fax: 360-705-6801
49 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
50

1 **1-07.11 Requirements for Nondiscrimination**

2 *(September 3, 2024, APWA GSP Option B)*

3
4 Section 1-07.11 is supplemented with the following:

5
6 ***Disadvantaged Business Enterprise Participation***

7 **General**

8 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
9 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract.
10 Demonstrating compliance with these Specifications is a Condition of Award (COA) of this
11 Contract. Failure to comply with the requirements of this Specification may result in your
12 Bid being found to be irregular in accordance with Section 1-02.13 resulting in rejection
13 or other sanctions as provided by the Contract.

14
15 **DBE Abbreviations and Definitions**

16 **Certified Business Description** – The approved business description that
17 supplements the North American Industry Classification System (NAICS) code listed
18 in OMWBE's directory of certified firms.

19
20 **Certified Business Directory** – A database of all Minority, Women, and
21 Disadvantaged Business Enterprises currently certified by Washington State. The
22 on-line Directory is available to Bidders for their use in identifying and soliciting
23 interest from DBE firms. The database is located under the Firm Certification section
24 of the Diversity Management and Compliance System web page at:
25 <https://omwbe.diversitycompliance.com>.

26
27 **Commercially Useful Function (CUF)** –

28 A firm performs a commercially useful function when it is responsible for execution
29 of the work of the contract and is carrying out its responsibilities by performing,
30 managing, and supervising the work involved as defined in 49 CFR 26.55(c)(1). To
31 perform a commercially useful function, the firm must also be responsible, with
32 respect to materials and supplies used on the contract, for ordering, negotiating price,
33 paying for, determining quality and quantity, and installing (where applicable) for the
34 material itself.

35
36 The DBE firm does not perform a CUF if its role is limited to that of an extra participant
37 in a transaction, contract, or Project through which the funds are passed to obtain
38 the appearance of DBE participation.

39
40 **Consultant, DBE** – An individual, partnership, firm, or corporation who meet the
41 definition of a DBE which has been retained under a contract to provide technical or
42 professional services.

43
44 **DBE Commitment** – The dollar amount and scope of work the Bidder indicates on
45 each line of their DBE Utilization Certification (DOT Form 272-056) for each DBE
46 firm. These Commitments will be incorporated into the Contract and shall be
47 considered Contract requirements.

48
49 **DBE Condition of Award (COA) Goal** – An assigned numerical amount specified
50 as a percentage of the Contract. At Bid, this is the minimum amount that the Bidder
51 must commit to by submission of the DBE Utilization Certification form and, if
52 necessary, by GFE Documentation.

1 **Disadvantaged Business Enterprise (DBE)** – A business that is owned and
2 operated independently from other businesses and is certified by the Washington
3 State Office of Minority and Women’s Business Enterprises, as meeting the criteria
4 outlined in 49 CFR 26 regarding DBE certification.
5

6 **Force Account Work** – Work measured and paid in accordance with Section 1-09.6.
7

8 **Good Faith Efforts (GFE)**– Efforts to achieve the DBE COA Goal or other
9 requirements of this Provision which, by their scope, intensity, and appropriateness
10 to the objective, can reasonably be expected to fulfill the program requirement.
11

12 **Good Faith Efforts (GFE) Documentation** - The documentation of the Good Faith
13 Effort. GFE Documentation is only required in the event that the Contractor is unable
14 to fulfill the program requirements and shall follow the guidance of 49 CFR Part 26
15 Appendix A.
16

17 **Subcontractor, DBE** – An individual, partnership, firm, corporation, or joint venture
18 who meet the definition of a DBE and who is sublet part of the Contract.
19

20 **Supplier, DBE** – A Manufacturer, Regular Dealer, Distributor, or Transaction
21 Facilitator who provides supplies or materials for the Contract. The role a Supplier
22 performs is determined on a contract-by contract basis.
23

24 **Manufacturer, DBE** – A DBE firm that operates or maintains a factory or
25 establishment that produces on the premises the materials, supplies, articles, or
26 equipment required under the Contract. A DBE Manufacturer shall produce
27 finished goods or products from raw or unfinished material or purchase and
28 substantially alters goods and materials to make them suitable for construction
29 use before reselling them.
30

31 **Regular Dealer, DBE** – A DBE firm that owns, operates, or maintains a store,
32 warehouse, or other establishment in which the materials or supplies required
33 for the performance of a Contract are bought, kept in stock, and regularly sold
34 to the public in the usual course of business. To be a Regular Dealer, the DBE
35 firm must be an established regular business that engages in as its principal
36 business and in its own name the purchase and sale of the products in question.
37 A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum
38 products need not own, operate or maintain a place of business if it both owns
39 and operates distribution equipment for the products. Any supplementing of
40 regular dealers’ own distribution equipment shall be by long-term formal lease
41 agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers’
42 representatives, or other persons who arrange or expedite transactions shall not
43 be regarded as Regular Dealers within the meaning of this definition.
44

45 **Distributor, DBE** –An established DBE firm that engages in the regular sale or
46 lease of the items specified by the contract. A DBE Distributor assumes
47 responsibility for the items it purchases once they leave the point of origin,
48 making it liable for any loss or damage not covered by the carrier’s insurance.
49 The Distributor must demonstrate ownership of the items in question and assure
50 all risk for loss or damage during transportation, evidenced by the terms of the
51 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: *** 8 Percent (8%) of the Contract total *** 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

1 In the event of arithmetic errors in completing the DBE Utilization Certification, the
2 amount listed to be applied towards the DBE COA Goal for each DBE shall govern
3 and the DBE total amount shall be adjusted accordingly.
4

5 Bid Proposals submitted that do not contain a DBE Utilization Certification Form that
6 demonstrates how the Bidder intends to meet the DBE COA Goal will be considered
7 irregular in accordance with Section make the Proposal considered to be irregular in
8 accordance with Section 1-02.13 and will be rejected.
9

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

11 The Bidder shall submit a Disadvantaged Business Enterprise (DBE) Written
12 Confirmation Document (completed and signed by the DBE) for each DBE firm listed
13 in the Bidder's completed DBE Utilization Certification. Failure to do so will result in
14 the associated participation being disallowed, which will cause the Bid to be
15 considered irregular in accordance with Section 1-02.13 and will be rejected.
16

17 The Confirmation Documents provide confirmation from the DBEs that they are
18 participating in the Contract as provided in the Bidder's Commitment. The
19 Confirmation Documents must be consistent with the Utilization Certification.
20

21 A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the
22 Proposal package for this purpose. The form(s) shall be received as specified in the
23 special provisions for Section 1-02.9 Delivery of Proposal.
24

25 It is prohibited for the Bidder to require a DBE to submit a Written Confirmation
26 Document with any part of the form left blank. Should the Contracting Agency
27 determine that an incomplete Written Confirmation Document was signed by a DBE,
28 the associated DBE participation may not be allowed.
29

30 **DBE Bid Item Breakdown**

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

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

35 The successful Bidder shall be selected on the basis of having submitted the lowest
36 responsive Bid, which demonstrates a good faith effort to achieve the DBE COA
37 Goal. The Contracting Agency, at any time during the selection process, may request
38 a breakdown of the bid items and amounts that are counted towards the overall
39 contract goal for any of the DBEs listed on the DBE Utilization Certification.
40

41 GFE to achieve the DBE COA Goal may be accomplished in one of two ways:
42

- 43 1. By meeting the DBE COA Goal
44 Submission of the DBE Utilization Certification, supporting DBE Written
45 Confirmation Document(s) showing the Bidder has obtained enough DBE
46 participation to meet or exceed the DBE COA Goal and the DBE Bid Item
47 Breakdown
48
- 49 2. By documentation that the Bidder made adequate GFE to meet the DBE
50 COA Goal
51 The Bidder may demonstrate a GFE in whole or part through GFE
52 Documentation only in the event a Bidder's efforts to solicit sufficient DBE

1 participation have been unsuccessful. The Bidder must supply GFE
2 Documentation in addition to the DBE Utilization Certification, supporting
3 DBE Written Confirmation Document(s) and the DBE Bid Item Breakdown
4 form.

5
6 In the case where a Bidder is awarded the contract based on demonstrating
7 adequate GFE Documentation, the advertised DBE COA Goal will not be reduced.
8 The Bidder shall demonstrate a GFE during the life of the Contract to attain the
9 advertised DBE COA Goal.

10
11 The Contracting Agency will review the GFE Documentation and will determine if the
12 Bidder made an adequate good faith effort.

13 14 **Procedures between Award and Execution**

15 **DBE Trucking Credit Form**

16 The successful Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-
17 058), as specified in the Special Provisions for Section 1-03.3, Execution of Contract.

18
19 The DBE Trucking Credit Form is required for all DBE Firms performing as a
20 subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For
21 example, if the item of Work is Structure Excavation including Haul, and another firm
22 is doing the excavation and the DBE Trucking firm is doing the haul, the form is
23 required. For a DBE subcontractor that is responsible for an entire item of work that
24 may require some use of trucks, the form is not required.

25 26 **Procedures after Execution**

27 **Commercially Useful Function (CUF)**

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

44
45 The DBE does not perform a CUF if its role is limited to that of an extra participant in
46 a transaction, contract, or project through which the funds are passed in order to
47 obtain the appearance of DBE participation.

48
49 In order for a DBE traffic control company to be considered to be performing a CUF,
50 the DBE must be in control of its work inclusive of supervision. The DBE shall employ
51 a Traffic Control Supervisor who is directly involved in the management and
52 supervision of the traffic control employees and services.

1 The following are some of the factors that the Engineer will use in determining
2 whether a DBE trucking company is performing a CUF:
3

- 4 1. The DBE shall be responsible for the management and supervision of the
5 entire trucking operation for which it is responsible on the contract. The
6 owner demonstrates business related knowledge, shows up on site and is
7 determined to be actively running the business.
8
- 9 2. The DBE itself shall own and operate at least one fully licensed, insured,
10 and operational truck used on the Contract. The drivers of the trucks owned
11 and leased by the DBE must be exclusively employed by the DBE and
12 reflected on the DBE's payroll.
13
- 14 3. Lease agreements for trucks shall indicate that the DBE has exclusive use
15 of and control over the truck(s). This does not preclude the leased truck
16 from working for others provided it is with the consent of the DBE and the
17 lease provides the DBE absolute priority for use of the leased truck.
18
- 19 4. Leased trucks shall display the name and identification number of the DBE.
20

21 **Truck Unit Listing Log**

22 In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking
23 firm shall submit supplemental information consisting of a completed primary
24 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) and all Rental/Lease
25 agreements (if applicable). The supplemental information shall be submitted in an
26 electronic format to the Engineer prior to any trucking services being performed for
27 DBE credit. Incomplete or incorrect supplemental information will be returned for
28 correction. The corrected Primary Truck Unit Listing Log and any Updated Primary
29 Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later
30 than ten calendar days of utilizing applicable trucks. Failure to submit or update the
31 DBE Truck Unit Listing Log may result in trucks not being credited as DBE
32 participation.
33

34 Each DBE trucking firm shall complete a daily DBE/FSBE Truck Unit Listing Log
35 (DOT Form 350-077) for each day that the DBE performs trucking services for DBE
36 credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the
37 week after the Work was performed by email to the following email addresses.
38

39 *** NCRRegionOEO@wsdot.wa.gov ***
40

41 **Joint Checking**

42 A joint check is a check between a subcontractor and the Contractor to the supplier
43 of materials/supplies. The check is issued by the Contractor as payer to the
44 subcontractor and the material supplier jointly for items to be incorporated into the
45 project. The DBE must release the check to the supplier, while the Contractor acts
46 solely as the guarantor.
47

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

1 The approval to use joint checks and the use will be closely monitored by the
2 Engineer. To receive DBE credit for performing a CUF with respect to obtaining
3 materials and supplies, a DBE must “be responsible for negotiating price,
4 determining quality and quantity, ordering the material, installing and paying for the
5 material itself.” The Contractor shall submit DBE Joint Check Request Form to the
6 Engineer and be in receipt of written approval prior to using a joint check.
7

8 Material costs paid by the Contractor directly to the material supplier are not allowed.
9 If proper procedures are not followed or the Engineer determines that the
10 arrangement results in lack of independence for the DBE involved, no DBE credit will
11 be given for the DBE’s participation as it relates to the material cost.
12

13 **Prompt Payment**

14 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1.
15 Prompt payment requirements apply to progress payments as well as return of
16 retainage.
17

18 **Reporting**

19 The Contractor and all subcontractors of any tier, suppliers, service providers, and
20 professional services that utilize DBEs to perform work on the project, shall maintain
21 appropriate records that will enable the Engineer to verify DBE participation
22 throughout the life of the project.
23

24 Refer to Section 1-08.1 for additional reporting requirements associated with this
25 Contract.
26

27 **Crediting DBE Participation**

28 **General**

29 Subcontractors proposed as COA must be certified prior to the due date for bids on
30 the Contract. All non-COA DBE subcontractors shall be certified before the
31 subcontract on which they are participating is executed.
32

33 DBE participation is only credited upon payment to the DBE.
34

35 **DBE Prime Contractor and Subcontractor Participation**

36 Only take credit for the Work that the DBE contractor performs with its own forces
37 and is certified to perform.
38

39 If the Prime Contractor, subcontractor, or lower tier subcontractor DBE subcontracts
40 a portion of the Work of its contract to another firm, the value of the subcontracted
41 Work may be counted toward the DBE Commitments only if the lower-tier
42 subcontractor is also a DBE.
43

44 Work subcontracted to a lower-tier subcontractor that is a DBE may be counted
45 toward the DBE Commitments only if the lower-tier subcontractor self performs a
46 minimum of 30 percent of the Work subcontracted to them.
47

48 Work subcontracted by a DBE contractor to a non-DBE does not count towards the
49 DBE COA Goal.
50

DBE Subcontract and Lower Tier Subcontract Documents

DBE Consultants

A DBE firm providing a bona fide service, such as professional, technical, or managerial services, specifically required for the performance of the contract will be credited as DBE participation

Force Account Work

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

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

Temporary Traffic Control Participation

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

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

Trucking 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.

1 **DBE Supplier**

2 The credit of a DBE Supplier is decided on a contract-by-contract basis based on
3 what the role the proposed DBE Supplier will be performing. OECR will make
4 determinations on whether a Supplier qualifies as a Regular Dealer, Distributor, or
5 Transaction Facilitator based on their role for the Contract.
6

7 **Manufacturer** - One hundred percent (100%) of the cost of the manufactured
8 product obtained from a DBE manufacturer may count towards the DBE COA
9 Goal.
10

11 **Regular Dealer** - Sixty percent (60%) of the cost of materials or supplies
12 purchased from a DBE Regular Dealer may be credited toward the DBE Goal.

13 **Distributor** – Forty percent (40%) of the cost of materials or supplies purchased
14 from a DBE Distributor may be credited toward the DBE Goal.
15

16 **Transaction Facilitator** - only the fees or commissions charged for assistance
17 in the procurement of the materials and supplies, or fees or transportation
18 charges for the delivery of materials or supplies required on the job site, may
19 toward the DBE COA Goal provided the fees are not excessive as compared
20 with fees customarily allowed for similar services. The reasonable fee shall not
21 exceed 5 percent of the total cost of the goods or services. Documentation will
22 be required to support the fee/commission charged by the DBE. The cost of the
23 materials and supplies themselves cannot be counted toward the DBE Goal.
24

25 **Changes in COA Work Committed to DBE**

26 The Contractor shall utilize the COA DBEs to perform the work and supply the materials
27 for which each is committed unless prior written approval by the Engineer has been
28 received by the Contractor. The Contractor shall not be entitled to any payment for work
29 or material completed by the Contractor or subcontractors that was committed to be
30 completed by the COA DBEs in the DBE Utilization Certification form.
31

32 **Changes**

33 In the event a change results in a reduction to Work committed to a COA DBE, the
34 Contractor shall substitute other remaining Work to that COA DBE if possible, to
35 avoid a change to the total dollar amount to be applied towards the goal committed
36 to that COA DBE. If there is a reduction to the total dollar amount to be applied
37 towards the goal for a COA DBE Commitment, regardless of the reason, it shall be
38 viewed as DBE termination, and subject to the termination procedures below. A
39 notification to the DBE shall occur as soon as possible but no later than two weeks
40 after the Contractor is aware of the upcoming change.
41

42 **Original Quantity Underruns**

43 In the event that Work committed to a DBE firm as part of the COA underruns the
44 original planned quantities the Contractor may be required to substitute other
45 remaining Work to another DBE.
46

47 **Contractor Proposed DBE Substitutions**

48 Requests to substitute a COA DBE must be for good cause (see DBE termination
49 process below) and requires prior written approval of the Engineer. After receiving a
50 termination with good cause approval, the Contractor may only replace a DBE with
51 another certified DBE. When changes between Contract Award and Execution result

in a substitution of COA DBE, the substitute DBE shall be certified prior to the bid opening on the Contract.

DBE Termination

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

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

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

As mentioned above, the Contractor must have good cause to terminate a COA DBE.

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

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

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

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.

1 If the Contractor or any subcontractor of any tier, supplier, service providers, or
2 professional services is deemed to be in non-compliance, the Contractor will be
3 informed in writing by the Engineer that sanctions will be imposed for failure to meet
4 the DBE COA Commitment and/or submit documentation of good faith efforts. The
5 notice will state the specific sanctions to be imposed which may include impacting a
6 Contractor or other entity's ability to participate in future contracts.
7

8 **Sanctions**

9 If it is determined that the Contractor's failure to meet all or part of the DBE COA
10 Commitment is due to the Contractor's inadequate good faith efforts throughout the
11 life of the Contract, including failure to submit timely, required Good Faith Efforts
12 information and documentation, the Contractor may be required to pay DBE penalty
13 equal to the amount of the unmet Commitment, in addition to the sanctions outlined
14 in Section 1-07.11(5).
15

16 **Payment**

17 Compensation for all costs involved with complying with the conditions of this
18 Specification and any other associated DBE requirements is included in payment for the
19 associated Contract items of Work, except otherwise provided in the Specifications.
20

21 **1-07.11(2) Contractual Requirements**

22 *(November 25, 2024 APWA GSP)*

23 Delete item 11 of the first paragraph of Section 1-07.11(2).
24

25 **Federal Agency Inspection**

26
27 Section 1-07.12 is supplemented with the following:
28

29 ***(October 3, 2023)***

30 ***Required Federal Aid Provisions***

31 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
32 Revised October 23, 2023 and the amendments thereto supersede any conflicting
33 provisions of the Standard Specifications and are made a part of this Contract; provided,
34 however, that if any of the provisions of FHWA 1273, as amended, are less restrictive
35 than Washington State Law, then the Washington State Law shall prevail.
36

37 The provisions of FHWA 1273, as amended, included in this Contract require that the
38 Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together
39 with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall
40 be included in each subcontract requiring the subcontractors to insert the FHWA 1273
41 and amendments thereto in any lower tier subcontracts, together with the wage rates.
42 The Contractor shall also ensure that this section, REQUIRED FEDERAL AID
43 PROVISIONS, is inserted in each subcontract for subcontractors and lower tier
44 subcontractors. For this purpose, upon request to the Engineer, the Contractor will be
45 provided with extra copies of the FHWA 1273, the amendments thereto, the applicable
46 wage rates, and this Special Provision.
47
48
49
50
51

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

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

Spectrum Communications

Fiber Optic, Cable TV and Telephone
509-387-6022

Cascade Natural Gas

Natural Gas
509-750-4269

Chelan-Douglas Regional Port Authority

Industrial Water
509-860-1852

Intermountain Infrastructure Group, LLC

Fiber Optic
509-398-6563

Lake Wenatchee Water District

Domestic Water
509-679-1353

Ziply Fiber

Fiber Optic and Telephone
509-312-3591

Lower Stemilt Irrigation District

Irrigation Water
509-663-7863

Malaga Water District

Domestic and Irrigation Water
509-664-0142

Chelan County PUD

Power and Water
Power: 509-661-4160
Water: 509-661-8239

Sprint Corporation

Fiber Optic
kigray@cogentco.com

Wave Division I
Cable TV
206-786-8414

(October 3, 2022)

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement, or construction within the project limits will be completed as follows:

*** After utility locates have been called in by the Contractor and marked by the Utility Owner, the Contractor shall mark post locations for new guardrail and terminals at locations that are in conflict with utilities. The Utility owner will then relocate their facilities, either temporarily or permanently, to avoid the guardrail post installation. ***

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

*** Ziply Fiber ***

*** Sprint Corporation ***

*** Intermountain Infrastructure Group, LLC ***

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.

- 1 B. The Contractor shall keep this insurance in force without interruption from the
2 commencement of the Contractor's Work through the term of the Contract and for thirty
3 (30) days after the Physical Completion date, unless otherwise indicated below.
4
- 5 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of
6 all subsequent renewals, shall be no later than the effective date of this Contract. The
7 policy shall state that coverage is claims made and state the retroactive date. Claims-
8 made form coverage shall be maintained by the Contractor for a minimum of 36 months
9 following the Completion Date or earlier termination of this Contract, and the Contractor
10 shall annually provide the Contracting Agency with proof of renewal. If renewal of the
11 claims made form of coverage becomes unavailable, or economically prohibitive, the
12 Contractor shall purchase an extended reporting period ("tail") or execute another form of
13 guarantee acceptable to the Contracting Agency to assure financial responsibility for
14 liability for services performed.
15
- 16 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
17 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
18 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
19 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
20 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
21 with it.
22
- 23 E. The Contractor shall provide the Contracting Agency and all additional insureds with
24 written notice of any policy cancellation, within two business days of their receipt of such
25 notice.
26
- 27 F. The Contractor shall not begin work under the Contract until the required insurance has
28 been obtained and approved by the Contracting Agency
29
- 30 G. Failure on the part of the Contractor to maintain the insurance as required shall
31 constitute a material breach of contract, upon which the Contracting Agency may, after
32 giving five business days' notice to the Contractor to correct the breach, immediately
33 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
34 and all premiums in connection therewith, with any sums so expended to be repaid to the
35 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
36 offset against funds due the Contractor from the Contracting Agency.
37
- 38 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
39 of the Contract and no additional payment will be made.
40
- 41 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or
42 maintaining coverage, to satisfy insurance requirements for any policy required under
43 this Section. A "wrap up policy" is defined as an insurance agreement or arrangement
44 under which all the parties working on a specified or designated project are insured
45 under one policy for liability arising out of that specified or designated project.
46

47 **1-07.18(2) Additional Insured**

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

- 51 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
52 volunteers

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

6
7 For Commercial General Liability insurance coverage, the required additional insured
8 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
9 operations and CG 20 37 10 01 for completed operations.

10
11 **1-07.18(3) Subcontractors**

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

16
17 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
18 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by
19 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

21
22 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
23 Agency evidence of insurance and copies of the additional insured endorsements of each
24 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

25
26 **1-07.18(4) Verification of Coverage**

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

33
34 Verification of coverage shall include:

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

43
44 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
45 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
46 required on this Project, a full and certified copy of that policy is required when the
47 Contractor delivers the signed Contract for the work.

1 **1-07.18(5) Coverages and Limits**
2 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
3 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
4 construed to limit the liability of the Contractor to the coverage provided by such insurance,
5 or otherwise limit the Contracting Agency's recourse to any remedy available at law or in
6 equity.
7
8 All deductibles and self-insured retentions must be disclosed and are subject to approval by
9 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
10 insured retention shall be the responsibility of the Contractor. In the event an additional
11 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
12 deductibles or self-insured retention shall be the responsibility of the Contractor.
13
14 **1-07.18(5)A Commercial General Liability**
15 Commercial General Liability insurance shall be written on coverage forms at least as broad
16 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
17 operations, stop gap liability, independent contractors, products-completed operations,
18 personal and advertising injury, and liability assumed under an insured contract. There shall
19 be no exclusion for liability arising from explosion, collapse or underground property
20 damage.
21
22 The Commercial General Liability insurance shall be endorsed to provide a per project
23 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
24
25 Contractor shall maintain Commercial General Liability Insurance arising out of the
26 Contractor's completed operations for at least three years following Substantial Completion
27 of the Work.
28
29 Such policy must provide the following minimum limits:
30 \$2,000,000 Each Occurrence
31 \$3,000,000 General Aggregate
32 \$3,000,000 Products & Completed Operations Aggregate
33 \$2,000,000 Personal & Advertising Injury each offence
34 \$2,000,000 Stop Gap / Employers' Liability each accident
35
36 **1-07.18(5)B Automobile Liability**
37 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
38 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
39 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
40 endorsements.
41
42 Such policy must provide the following minimum limit:
43 \$1,000,000 Combined single limit each accident
44
45 **1-07.18(5)C Workers' Compensation**
46 The Contractor shall comply with Workers' Compensation coverage as required by the
47 Industrial Insurance laws of the State of Washington.
48
49
50

Public Convenience and Safety

Construction Under Traffic

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

(May 15, 2025 Chelan County GSP)

Lane, ramp, shoulder, and roadway closures are only permitted as follows:

*** Lane closures will only be allowed from 6:00 a.m. to 6:00 p.m. Monday through Thursday of any week. ***

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 Friday,
2. A holiday,
3. 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.
4. After 12:01 a.m. on the day prior to a holiday or holiday weekend, and
5. Before 12:01 a.m. on the day after the holiday or holiday weekend.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 15 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again. If traffic is stopped at multiple locations concurrently on the same road, the combined duration of all traffic stops shall not exceed 15 minutes in each direction of travel.

If the delay becomes greater than 15 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 15 minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet the 15 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.

1-07.24 Rights of Way
(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made as described below.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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

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

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

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

1 **1-08 PROSECUTION AND PROGRESS**

2
3 Add the following new section:

4
5 **1-08.0 Preliminary Matters**

6 (May 25, 2006 APWA GSP)

7
8 Add the following new section:

9
10 **1-08.0(1) Preconstruction Conference**

11 (*July 8, 2024 APWA GSP*)

12
13 Prior to the Contractor beginning the work, a preconstruction conference will be held
14 between the Contractor, the Engineer and such other interested parties as may be
15 invited. The purpose of the preconstruction conference will be:

- 16 1. To review the initial progress schedule;
- 17 2. To establish a working understanding among the various parties associated or
18 affected by the work;
- 19 3. To establish and review procedures for progress payment, notifications, approvals,
20 submittals, etc.;
- 21 4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when
22 applicable.
- 23 5. To establish normal working hours for the work;
- 24 6. To review safety standards and traffic control; and
- 25 7. To discuss such other related items as may be pertinent to the work.

26
27 The Contractor shall prepare and submit at the preconstruction conference the following:

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

31
32 **1-08.1 Subcontracting**

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

34
35 Section 1-08.1 is supplemented with the following:

36
37 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
38 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written
39 agreement between the Contractor and the subcontractor or between the subcontractor
40 and any lower tier subcontractor has been executed. This certification shall also
41 guarantee that these subcontract agreements include all the documents required by the
42 Special Provision Federal Agency Inspection.

43
44 A subcontractor or lower tier subcontractor will not be permitted to perform any work
45 under the contract until the following documents have been completed and submitted to
46 the Engineer:

- 47
48 1. Request to Sublet Work (WSDOT Form 421-012), and

2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

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

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

1-08.1(8)B Clauses Required in Subcontracts of All Tiers

(November 25, 2024 APWA GSP)

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.1(9) Submittal of Executed Subcontracts

(April 22, 2025 APWA GSP, Option A)

Section 1-08.1(9) content and title are deleted and replaced with the following:

Submittal of Executed DBE Subcontracts

Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts shall be submitted to the following email addresses:

WSDOT OECR Representative: NCRRegionOEO@wsdot.wa.gov

Agency OEO Representative: Benjamin.Saxton@co.chelan.wa.us

Progress Schedule

General Requirements

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1 **Time for Completion**

2
3 The first paragraph of Section 1-08.5 is supplemented with the following:

4
5 *(May 15, 2025 Chelan County GSP)*

6 A nonworking day is also defined as any Friday.

7 Section 1-08.5 is supplemented with the following:

8
9 *(March 13, 1995)*

10 This project shall be physically completed within *** 24 *** working days.

11
12 **1-08.9 Liquidated Damages**

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

14
15 Replace Section 1-08.9 with the following:

16
17 Time is of the essence of the Contract. Delays inconvenience the traveling public,
18 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.
19 Delays also cost tax payers undue sums of money, adding time needed for
20 administration, engineering, inspection, and supervision.

21
22 Accordingly, the Contractor agrees:

- 23
24 1. To pay liquidated damages in the amount of *** \$1,250 *** for each working
25 day beyond the number of working days established for Physical Completion,
26 and
27
28 2. To authorize the Engineer to deduct these liquidated damages from any
29 money due or coming due to the Contractor.
30

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

41
42 Liquidated damages will not be assessed for any days for which an extension of time is
43 granted. No deduction or payment of liquidated damages will, in any degree, release the
44 Contractor from further obligations and liabilities to complete the entire Contract.
45
46
47
48
49
50

1 **Measurement and Payment**

2
3 **Weighing Equipment**

4
5 **1-09.2(1) General Requirements for Weighing Equipment**
6 *(November 25, 2024 APWA GSP, Option B)*

7
8 Revise item 4 of the fifth paragraph to read:

- 9
10 4. Test results and scale weight records for each day's hauling operations are provided
11 to the Engineer daily. Reporting shall utilize WSDOT form 422-027LP, Scaleman's
12 Daily Report, unless the printed ticket contains the same information that is on the
13 Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare
14 weights for each truck on the printed ticket.

15
16 **1-09.2(1) General Requirements for Weighing Equipment**
17 *(July 8, 2024 Option C)*

18
19 Revise the sixth and seventh paragraph to read:

20
21 **Trucks and Tickets** – Each truck to be weighed shall bear a unique identification
22 number. This number shall be legible and in plain view of the scale operator. The
23 Contractor shall provide Electronic tickets or Physical tickets for all weighed materials.
24 All Tickets shall, regardless of medium, at a minimum, contain the following
25 information:

- 26
27 1. Date of haul;
28 2. Contract number;
29 3. Contract unit Bid item;
30 4. Unit of measure;
31 5. Identification number of hauling vehicle; and
32 6. Weight delivered:
33 a. Net weight in the case of batch and hopper scales.
34 b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of
35 platform scales (tare may be omitted if a tare beam is used).
36 c. Approximate load out weight in the case of belt conveyor scales.

37
38 Electronic-tickets shall be uploaded to the designated site so that they can be
39 accessed by the material receiver at the material delivery point. Physical tickets shall
40 be handed to the inspector at the delivery point at the time materials are delivered. The
41 material delivery point is defined as the location where the material is incorporated into
42 the permanent Work. The Contractor's representative shall make report summaries
43 available to the Engineer's designated receiver, not later than the end of shift, for
44 reconciliation. Tickets for loads not verified as delivered will receive no pay.
45

1 **1-09.2(5) Measurement**
2 *(December 30, 2022 APWA GSP)*

3
4 Revise the first paragraph to read:

5
6 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform
7 verification checks on the accuracy of each batch, hopper, or platform scale used in
8 weighing contract items of Work.
9

10 **1-09.6 Force Account**
11 *(December 30, 2022 APWA GSP)*

12
13 Supplement this section with the following:

14
15 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
16 all items to be paid per force account, only to provide a common proposal for Bidders. All
17 such dollar amounts are to become a part of Contractor's total bid. However, the
18 Contracting Agency does not warrant expressly or by implication, that the actual amount
19 of work will correspond with those estimates. Payment will be made on the basis of the
20 amount of work actually authorized by the Engineer.
21

22 **1-09.9 Payments**
23 *(July 8, 2024, APWA GSP, Option B)*

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

26
27 Progress payments for completed work and material on hand will be based upon
28 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
29 established at the preconstruction conference.
30

31 The initial progress estimate will be made not later than 30 days after the Contractor
32 commences the work, and successive progress estimates will be made every month
33 thereafter until the Completion Date. Progress estimates made during progress of the
34 work are tentative, and made only for the purpose of determining progress payment.
35 The progress estimates are subject to change at any time prior to the calculation of the
36 Final Payment.
37

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

- 39 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
40 work completed multiplied by the unit price.
- 41 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
42 breakdown for that item, or absent such a breakdown, based on the Engineer's
43 determination.
- 44 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
45 or other storage area approved by the Engineer.
- 46 4. Change Orders — entitlement for approved extra cost or completed extra work as
47 determined by the Engineer.
48

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

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

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

Retainage

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

(June 27, 2011)
Vacant

Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

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

Claims Resolution

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of

1 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall
2 use the Contract as a basis for decisions.

3
4 **1-09.13(4) Venue for Litigation**
5 *(December 30, 2022 APWA GSP)*

6
7 Revise this section to read:

8
9 Litigation shall be brought in the Superior Court of the county in which the Contracting
10 Agency's headquarters is located, provided that where claims are asserted against a
11 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is
12 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the
13 Contracting Agency to have timely access to all records deemed necessary by the
14 Contracting Agency to assist in evaluating the claims or action.

15
16 **Temporary Traffic Control**

17
18 **Traffic Control Management**

19
20 ***General***

21
22 Section 1-10.2(1) is supplemented with the following:

23
24 (October 3, 2022)

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

26
27 The Northwest Laborers-Employers Training Trust
28 27055 Ohio Ave.
29 Kingston, WA 98346
30 (360) 297-3035
31 <https://www.nwlett.edu>

32
33 Evergreen Safety Council
34 12545 135th Ave. NE
35 Kirkland, WA 98034-8709
36 1-800-521-0778
37 <https://www.esc.org>

38
39 The American Traffic Safety Services Association
40 15 Riverside Parkway, Suite 100
41 Fredericksburg, Virginia 22406-1022
42 Training Dept. Toll Free (877) 642-4637
43 Phone: (540) 368-1701
44 <https://atssa.com/training>

45
46 Integrity Safety
47 13912 NE 20th Ave.
48 Vancouver, WA 98686
49 (360) 574-6071
50 <https://www.integritysafety.com>

51
52 US Safety Alliance

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

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndsolutions.net>

Conformance to Established Standards

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

(May 15, 2025 Chelan County GSP)

Flashing Stop/Slow Paddles

Flashing STOP/SLOW paddles (FSSP) shall meet the requirements of Part 6 of the most current Washington State adopted version of the MUTCD and shall be a minimum of 24 inches wide. Use of flashing lights arranged in the following patterns on a STOP/SLOW paddle are prohibited:

- A. One white or red light centered below the STOP legend; and/or one white or yellow light centered below the SLOW legend;
- B. A series of white lights forming the shapes of the letters in the legend.

Traffic Control Labor, Procedures and Devices

Flaggers

The last paragraph of Section 1-10.3(1)A is revised as follows:

(May 15, 2025 Chelan County GSP)

The Contractor shall furnish the flashing stop/slow paddles (FSSP) for the flagging stations. The use of non-flashing flagging paddles, meeting the requirements of Section 9-35.1, will only be allowed in the case of an emergency or temporary use while a failed FSSP is replaced or repaired.

Measurement

Reinstating Unit Items With Lump Sum Traffic Control

The first sentence of the first paragraph of Section 1-10.4(3) is revised to read:

(March 20, 2025)

The Bid Proposal may establish the project as lump sum, in accordance with Section 1-10.4(1) and also include one or more of the items included above in Section 1-10.4(2).

Payment

Lump Sum Bid for Project (No Unit Items)

In Section 1-10.5(1), the paragraph following the bid item "Project Temporary Traffic Control", lump sum is revised to read:

(November 4, 2024)

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10 except for costs compensated by Bid Proposal items reinstated as described in Section 1-10.5(3).

**Division 2
Earthwork**

Clearing, Grubbing, and Roadside Cleanup

Construction Requirements

Roadside Cleanup

Section 2-01.3(4) is supplemented with the following:

(January 5, 1998)

*** 6. Trimming and removing trees or brush that block the installation of guardrail, guardrail transitions, and guardrail terminals. Grubbing is not allowed. ***

Removal of Structures and Obstructions

Construction Requirements

Section 2-02.3 is supplemented with the following:

(September 7, 2021)

Removal of Obstructions

The following miscellaneous Obstructions shall be removed and disposed of:

Location	Description of Obstruction
Chumstick Hwy MP 1.44 Lt	24-In. Diam CMP (~5 L.F.)
Beaver Valley Rd MP 16.10 Lt	12-in. Diam CMP (~10 L.F.), Concrete Inlet w/ Frame, and Grate (1 Each), Sawcutting existing asphalt (~110 LF @ 0.5' depth), Asphalt Curb (~88 LF), Asphalt Pavement (~55 SF @ 0.5' depth)

Division 3
Aggregate Production and Acceptance

Acceptance of Aggregate

Materials

Recycled Concrete Aggregate Approval and Acceptance

Section 9-03.21(1)C1 is supplemented with the following:

(March 20, 2025)

Tier 4: For Recycled Concrete Aggregates from Stockpiles of Unknown Sources for Specific Applications	
Approval Requirements	<p>The Reclamation Facility shall be listed on the WSDOT Qualified Products List. The Reclamation Facility shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 10 "Standard Practice for Approval of Reclamation Facilities of Recycled Concrete Aggregates from Stockpiles of Unknown Sources". The Reclamation Facility's QCP shall be submitted through the QPL Engineer and approved by the WSDOT State Materials Laboratory. Once accepted, changes to the QCP will require a new QCP to be submitted for acceptance.</p> <p>The evaluation shall include all requirements associated with the natural occurring aggregate specifications (i.e. an application for Crushed Surfacing shall meet all requirements of Section 9-03.9(3) Crushed Surfacing) including but not limited to aggregate source properties (LA Wear and Degradation) and deleterious material requirements.</p> <p>The Reclamation Facility shall only supply the material type(s) as listed on the Reclamation Facilities QPL page.</p>
Acceptance Requirements	<p>Certification of toxicity characteristics in accordance with Section 9-03.21(1) is required.</p> <p>Field acceptance testing in accordance with Section 3-04 is required.</p> <p>Provide certification in accordance with WSDOT QC 10 for every lot. A lot shall be no larger than 10,000 tons.</p>
Approved to provide one or more of the following Aggregate Materials as listed on the Reclamation Facilities Tier 4 QPL page:	
Tier 1 aggregate materials 9-03.1 Coarse Aggregate for Commercial Concrete, Concrete class 3000, or Cement Concrete Pavement 9-03.9(1) Ballast 9-03.9(2) Permeable Ballast 9-03.9(3) Crushed Surfacing 9-03.12(1)A Gravel Backfill for Foundations Class A	

Division 5
Surface Treatments and Pavements

Hot Mix Asphalt

Materials

Mix Design – Obtaining Project Approval

Section 5-04.2(2) is supplemented with the following:

(January 3, 2011)

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be ***
0.3 to 3.0 *** million.

HMA Tolerances, Specification Limits and Adjustments

The second paragraph of item number 1 of Section 9-03.8(7) is revised to read:

(September 8, 2020)

These tolerance and specification limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the No. 8 tolerance is $\pm 4\%$ from the JMF, the No. 200 tolerance is $\pm 2.0\%$ from the JMF with a minimum of 2% and a maximum of 8.0% passing the No. 200 sieve, other tolerance limits for sieves designated as 100 percent passing will be 99-100.

Recycled Concrete Aggregate Approval and Acceptance

Section 9-03.21(1)C1 is supplemented with the following:

(March 20, 2025)

Tier 4: For Recycled Concrete Aggregates from Stockpiles of Unknown Sources for Specific Applications	
Approval Requirements	<p>The Reclamation Facility shall be listed on the WSDOT Qualified Products List. The Reclamation Facility shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 10 "Standard Practice for Approval of Reclamation Facilities of Recycled Concrete Aggregates from Stockpiles of Unknown Sources". The Reclamation Facility's QCP shall be submitted through the QPL Engineer and approved by the WSDOT State Materials Laboratory. Once accepted, changes to the QCP will require a new QCP to be submitted for acceptance.</p> <p>The evaluation shall include all requirements associated with the natural occurring aggregate specifications (i.e. an application for Crushed Surfacing shall meet all requirements of Section 9-03.9(3) Crushed Surfacing) including but not limited to aggregate source properties (LA Wear and Degradation) and deleterious material requirements.</p>

	The Reclamation Facility shall only supply the material type(s) as listed on the Reclamation Facilities QPL page.
Acceptance Requirements	Certification of toxicity characteristics in accordance with Section 9-03.21(1) is required. Field acceptance testing in accordance with Section 3-04 is required. Provide certification in accordance with WSDOT QC 10 for every lot. A lot shall be no larger than 10,000 tons.
Approved to provide one or more of the following Aggregate Materials as listed on the Reclamation Facilities Tier 4 QPL page:	
Tier 1 aggregate materials 9-03.1 Coarse Aggregate for Commercial Concrete, Concrete class 3000, or Cement Concrete Pavement 9-03.9(1) Ballast 9-03.9(2) Permeable Ballast 9-03.9(3) Crushed Surfacing 9-03.12(1)A Gravel Backfill for Foundations Class A	

HMA Mixture Acceptance

Section 5-04.3(9) is supplemented with the following:

(August 1, 2016)

Visual Evaluation

The following HMA will be accepted by visual evaluation:

*** Commercial HMA placed in roadway shoulders ***

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1 **Division 8**
2 **Miscellaneous Construction**

3
4 **Erosion Control and Water Pollution Control**

5
6 **Construction Requirements**

7
8 **Erosion and Sediment Control (ESC) Lead**

9
10 Item number 3 and 4 in the second paragraph of Section 8-01.3(1)B are revised to
11 read:

12
13 (October 3, 2022)

14 3. Submit to the Engineer no later than the end of the next working day
15 following the inspection a TESC Inspection Report that includes:

- 16
17 a. When, where, and how BMPs were installed, maintained, modified, and
18 removed.
19
20 b. Observations of BMP effectiveness and proper placement.
21
22 c. Recommendations for improving future BMP performance with
23 upgraded or replacement BMPs when inspections reveal TESC BMP
24 deficiencies.
25
26 d. Identify for each discharge point location whether there is compliance
27 with state water quality standards in WAC 173-201A for turbidity and
28 pH.
29

30 **Guardrail**

31
32 **Construction Requirements**

33
34 Section 8-11.3 is supplemented with the following:
35

36 **(*****)**

37 ***Non-Flared Terminal Requirement***

38
39 The Contractor shall install MSKT-SP-MGS non-flared terminals, as manufactured
40 by Road Systems Inc., at all non-flared terminal locations shown in the Plans.
41 Terminal installation shall be per the requirements of the Special Provisions,
42 Standard Specifications, and Standard Plans.
43

44 ***Beam Guardrail***

45
46 Section 8-11.3(1) is supplemented with the following:

47
48 (April 5, 2010)

49 This project may contain a mixture of steel and wood posts. The bidder is advised
50 that post selection will be as detailed in the plans and these specifications.

Removing Guardrail and Guardrail Anchor

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

(*****)

Guardrail Salvage

The Contractor shall dispose of the materials listed in the table below by delivering them to and unloading them at the Contracting Agency provided sites. The quantities and delivery locations are as follows:

Delivery Location	Quantity/Type
Wenatchee District Shop	1 (Each) Concrete Barrier Tapered End, 40 (Each) W-Beam rail sections (12.5' length)
Chelan District Shop	12 (Each) W-Beam rail sections (12.5' length)
Leavenworth District Shop	4 (Each) Concrete Barrier Tapered End, 3 (Each) Concrete Barrier Sections w/pins, 20 (Each) W-Beam rail sections (12.5' length)

The Contractor shall have the option to dispose of additional W-Beam rail sections, that are determined to be in good condition, by delivering them to the Contracting Agency provided sites. W-beam rail, that is determined to be in poor condition, shall become property of the Contractor and shall be removed from the project. The Engineer will determine the condition of the W-beam rail after it has been removed from the post. Below are the addresses of the Contracting Agency provided sites.

Wenatchee District Shop
210 Easy St
Wenatchee, WA 98801

Chelan District Shop
23290 US Hwy 97A
Chelan, WA 98816

Leavenworth District Shop
10210 County Shop Rd
Leavenworth, WA 98826

Division 9

Materials

Appendices (January 2, 2012)

The following appendix is attached and made a part of this contract:

*** APPENDIX A: Pacific Northwest Region Fire Protection and Suppression, Page 1 through Page 9. ***

(May 5, 2025) Standard Plans

The Washington State Department of Transportation *Standard Plans* M21-01, published September 2024, is made a part of this Contract with the following revisions:

A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table):
The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4'" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

A-40.20

Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

A-50.40

Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)" is revised to read "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-25.20, C-25.30, OR C-25.32)"

A-60.40

Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-90.40

Valve Detail – DELETED

1
2 C-20.41

3 Note 4, First Sentence, "Box Culvert guardrail steel posts are not needed for fill depths
4 greater than 40 inches." is revised to read; "Box culvert guardrail steel posts are not
5 needed for fill depths greater than 46 inches. Provide 6-inches or greater of separation
6 between the bottom of the guardrail post and top of the culvert"

7 BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension
8 "41" MIN. 72" MAX." is revised to read; "41" MIN. 78" MAX."

9 SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is
10 revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"
11

12 C20-43

13 Note 4, First Sentence: "Box culvert guardrail steel posts are not needed for fill depths
14 greater than 40 inches." is revised to read: "Box culvert guardrail steel posts are not
15 needed for fill depths greater than 46 inches. Provide 6-inches or greater separation
16 between the bottom of guardrail post and top of culvert."

17 BOX CULVERT POST & BASE PLATE ASSEMBLY, ELEVATION VIEW, post assembly
18 length dimension - "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."

19 SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is
20 revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"
21

22 C-23.70

23 Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to
24 read; R. 15/16"

25 ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"
26

27 C-60.20

28 Sheet 1, Plan view, callout - "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~
29 PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8"
30 DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4)
31 (TYPICAL) (SEE NOTE 7)"
32

33 C-70.15

34 BARRIER CONNECTION DETAIL, callout - "CENTER GRID IN CONNECTION
35 BLOCKOUT AND FILL VOID WITH TYPE 3 GROUT (STD. SPECIFICATION SECTION
36 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-
37 20.3(20)" is revised to read "CENTER GRID IN CONNECTION BLOCKOUT AND FILL
38 VOID WITH GROUT TYPE 3 (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN
39 ACCORDANCE WITH STD. SPECIFICATION SECTION 6-02.3(20)"
40

41 C81.10

42 Sheet 1, TYPICAL SECTION - TRAFFIC BARRIER the R4 #6 bar on the traffic face may
43 be placed 4" down from the top of the barrier to allow additional room to install BP railing
44 or other attachments. The R4 bar shall be kept tight to the front R2 bar.

45 Sheet 4, the existing table "IMPACT SHEAR AND IMPACT MOMENT TABLE" is renamed
46 to "IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS"
47 keynote 25 is still applicable.

48 Sheet 4, NOTES, the following Note is added: "3. Deck overhangs for this use constitute
49 plain reinforced concrete typically around 8" in thickness, non-prestressed moment slabs
50 or approach slabs, or plain reinforced and longitudinally prestressed box girders which
51 employ a topping slab. Other Supporting Structure Systems inclusive of post-tensioned
52 decks, walls, and or Structure segments tied together without a topping slab, with the ties

in the barrier resistance load path, shall use the impact shear and moments for other supporting structures.”

Sheet 4, the following table is added with a keynote 25.

IMPACT SHEAR AND MOMENT TABLE OTHER SUPPORTING STRUCTURES										
	Interior Segment					End Segment				
Roadway and Fill Height at Curb Line (in)	0	6	12	18	24	0	6	12	18	24
End Segment Length (ft)	-	-	-	-	-	10.00	10.50	11.25	11.75	12.50
Impact Moment (kip*ft/ft)	19.86	24.12	28.55	33.16	37.97	20.80	25.17	29.65	34.27	39.04
Impact Shear (kip/ft)	7.89	8.04	8.23	8.44	8.68	8.27	8.39	8.54	8.72	8.92

C-81.15

Sheet 1, General Notes, Add Note 7, to read;”7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3.”

C-85.11

On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)”

D-3.09

Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout – “BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16” is revised to read: “BARRIER ON WALL ~ SEE CONTRACT PLANS”

D-3.10

Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11

Sheet 1, Typical Section, callout – “B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE

STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW".

D-10.15

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW".

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7".

D-10.45

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8".

F-10.18

Note 1; "Construct curb joints at concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing." is revised to read – "See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing."

F-30.10

All five instances of the "2.0% MAX." are replaced with "2.1% MAX."

F-40.12

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

1
2 F-40.14

3 The one instance of "2.0% MAX." is replaced with "2.1% MAX."

4 Note 7 is replaced with the following:

5 7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted
6 herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for
7 details. Use a single constant slope from bottom of ramp to top of ramp to match into the
8 landing. Do not include the abutting landing in the Curb Ramp length measurement. When
9 a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius
10 along the back of the walkway.

11 Section A is amended as follows:

12 Delete: "15' – 0" MAX. (TYP.)"

13 Section C is amended as follows:

14 Delete: "15' – 0" MAX. (TYP.)"

15
16 F-40.15

17 The one instance of "2.0% MAX." is replaced with "2.1% MAX."

18 Note 7 is replaced with the following:

19 7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted
20 herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for
21 details. Use a single constant slope from bottom of ramp to top of ramp to match into the
22 landing. Do not include the abutting landing in the Curb Ramp length measurement.

23 Section A is amended as follows:

24 Delete: "15' – 0" MAX. (TYP.)"

25
26 F-40.16

27 The one instance of "2.0% MAX." is replaced with "2.1% MAX."

28 Note 8 is replaced with the following:

29 7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted
30 herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for
31 details. Use a single constant slope from bottom of ramp to top of ramp to match into the
32 landing. Do not include the abutting landing in the Curb Ramp length measurement.

33 Section A is amended as follows:

34 Delete: "15' – 0" MAX. (TYP.)"

35 Section B is amended as follows:

36 Delete: "15' – 0" MAX. (TYP.)"

37
38 F-80.10

39 The one instance of "2.0% MAX." is replaced with "2.1% MAX."

40 Note 6 is replaced with the following:

41 The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as
42 noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract
43 plans for details. Use a single constant slope from bottom of ramp to top of ramp to match
44 into the sidewalk.

45 Section A is amended as follows:

46 Delete: "15" Max."

47
48 J-10.10

49 Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' –
50 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"
51 Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-
52 SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED

1 TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL
2 STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"
3
4 J-10.16
5 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
6
7 J-10.17
8 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
9
10 J-10.18
11 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
12
13 J-20.01
14 STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height
15 column – "15'-0" "is revised to read; "14'-0" "
16
17 J-20.10
18 DELETED
19
20 J-20.11
21 DELETED
22
23 J-20.26
24 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
25 post."
26 Add General Note 2, to read: "Signs shown are for locations with pedestrian signal
27 displays (Accessible Pedestrian Signals/APS). Accessible information device (AID)
28 pushbuttons signs not shown."
29 Revise View Titles (Both Sheets) to read: "ACCESSIBLE PEDESTRIAN PUSHBUTTON
30 ASSEMBLY"
31
32 J-20.16
33 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
34
35 J-21.10
36 Sheet 1, Anchor Bolt Template, callout; "9" (IN) BOLT CIRCLE" is revised to read: "9" (IN)
37 DIA.BOLT CIRCLE"
38 Base Plate Detail, callout; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6"
39 (IN)" IS REVISED TO READ; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE +
40 1/16" (IN)"
41 Flat Foundation Detail – Elevation, callout; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL
42 THREAD ~ THREE REQ'D. PER ASSEMBLY" is revised to read; "ANCHOR BOLTS ~ 3/4"
43 (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"
44 Flat Foundation Detail – Elevation, dimension; 4' – 0" is revised to read; "4' – 0" ROUND
45 OR 3' – 0" SQUARE"
46
47 J-21.15
48 Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE
49 NIPPLE ~ 1 1/2" (IN) DIAM.
50
51 J-21.16

1 On both elevation views, the overall standard height dimension "15'-0" " is revised to read;
2 "14'-0" "
3
4 J-28.30
5 General Note 13 – "See Standard Plans C-8b and C-85.14 for steel light standards on
6 traffic barrier" is revised to read; "See Standard Plan C-85.15 for steel light standards on
7 traffic barrier."
8
9 J-40.10
10 Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S.
11 FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2"
12 (IN) S. S. FLAT WASHER"
13
14 J-40.36
15 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
16 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
17 Pickled) for the cover."
18
19 J-40.37
20 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
21 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
22 Pickled) for the cover."
23
24 J-50.15
25 Sheet 1, SECTION A, the call out "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3
26 PAIRS" is revised to read "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS"
27
28 J-75.20
29 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel
30 Bands", add the following to the end of the note: "Alternate: Stainless steel cable with
31 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel
32 bands and associated hardware."
33
34 J-75.55
35 Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.
36
37 L-5.10
38 Add new general Note 9 on sheet 1 – "9. The top of wall in Section A on Sheet 1 shall be
39 located as follows: 1) flush with the finished grade when placed within the deflection
40 distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum
41 above finished grade when placed behind a box culvert guardrail steel post system (Std.
42 Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom
43 rail shall be located at mid height between the top rail and the top of structure."
44
45 M-20.30
46 Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read:
47 (SEE NOTE 5)
48
49 M-40.10
50 Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE
51 NOTE 5)"
52

1 The following are the Standard Plan numbers applicable at the time this project was
2 advertised. The date shown with each plan number is the publication approval date
3 shown in the lower right-hand corner of that plan. Standard Plans showing different dates
4 shall not be used in this contract.
5

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-02.....7/18/24
A-10.20-00.....10/5/07	A-40.00-01.....7/6/22	A-50.40-01.....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-03.....9/12/23	A-60.40-00.....8/31/07

6

B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-02.....3/15/22
B-5.60-02.....1/26/17	B-30.40-03.....2/27/18	B-70.60-01.....1/26/17
B-10.20-03.....8/23/23	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.40-02.....8/17/21	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.70-03.....8/23/23	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-15.20-01.....2/7/12	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.40-01.....2/7/12	B-35.40-01.....8/23/23	B-85.20-00.....6/1/06
B-15.60-02.....1/26/17	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-20.20-02.....3/16/12	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.40-04.....2/27/18	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.60-03.....3/15/12	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-25.20-02.....2/27/18	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.60-03.....8/23/23	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
B-30.05-00.....9/9/20	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.10-03.....2/27/18	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.15-00.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
B-30.20-04.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.30-03.....2/27/18	B-70.20-01.....3/15/22	

7

C-1.....9/8/22	C-23.70-01.....10/16/23	C-70.10-04.....10/16/23
C-1b.....10/12/23	C-24.10-05.....7/21/24	C-70.15-01.....7/21/24
C-1d.....10/31/03	C-24.15-00.....3/15/22	C-75.10-02.....9/16/20
C-6a.....9/8/22	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
C-7.....9/8/22	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
C-7a.....9/8/22	C-25.26-05.....8/20/21	C-80.10-03.....10/16/23
C-20.10-09.....10/12/23	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
C-20.14-05.....9/8/22	C-25.32-00.....7/29/24	C-80.30-02.....8/20/21
C-20.15-03.....10/12/23	C-25.80-05.....8/12/19	C-80.40-01.....6/11/14
C-20.18-04.....9/8/22	C-60.10-04.....7/21/24	C-85.10-00.....4/8/12
C-20.40-10.....10/12/23	C-60.15-01.....7/21/24	C-85.11-01.....9/16/20
C-20.41-05.....7/18/24	C-60.20-01.....9/8/22	C-85.15-03.....10/17/23
C-20.43-01.....7/18/24	C-60.30-02.....7/21/24	C-85.18-03.....9/8/22
C-20.44-00.....8/13/24	C-60.40-01.....7/21/24	C-81.10-00.....9/12/23
C-20.45-03.....9/8/22	C-60.45-01.....7/21/24	C-81.15-00.....9/12/23
C-20.55-00.....7/30/24	C-60.50-01.....7/21/24	
C-22.16-08.....10/17/23	C-60.60-01.....7/21/24	
C-22.40-11.....7/21/24	C-60.70-01.....9/8/22	
C-22.45-07.....7/21/24	C-60.80-02.....7/21/24	

8

1	D-2.36-03 6/11/14	D-3.11-03 6/11/14	D-10.25-01 8/7/19
	D-2.46-02 8/13/21	D-4 12/11/98	D-10.30-00 7/8/08
	D-2.84-00 11/10/05	D-6 6/19/98	D-10.35-00 7/8/08
	D-2.92-01 4/26/22	D-10.10-01 12/2/08	D-10.40-01 12/2/08
	D-3.09-00 5/17/12	D-10.15-01 12/2/08	D-10.45-01 12/2/08
	D-3.10-01 5/29/13	D-10.20-01 8/7/19	D-20.10-00 10/9/23
2	E-1 2/21/07	E-4 8/27/03	E-20.10-00 9/12/23
	E-2 5/29/98	E-4a 8/27/03	E-20.20-00 10/4/23
3	F-10.12-04 9/24/20	F-10.62-02 4/22/14	F-40.15-04 9/25/20
	F-10.16-00 12/20/06	F-10.64-03 4/22/14	F-40.16-03 6/29/16
	F-10.18-04 6/28/24	F-30.10-04 9/25/20	F-45.10-05 6/4/24
	F-10.40-04 9/24/20	F-40.12-03 6/29/16	F-80.10-04 7/15/16
	F-10.42-00 1/23/07	F-40.14-03 6/29/16	
4	G-10.10-00 9/20/07	G-24.50-05 8/7/19	G-90.10-03 7/11/17
	G-20.10-03 8/20/21	G-24.60-05 6/28/18	G-90.20-05 7/11/17
	G-22.10-04 6/28/18	G-25.10-05 9/16/20	G-90.30-04 7/11/17
	G-24.10-00 11/8/07	G-26.10-00 7/31/19	G-95.10-02 6/28/18
	G-24.20-01 2/7/12	G-30.10-04 6/23/15	G-95.20-03 6/28/18
	G-24.30-02 6/28/18	G-50.10-03 6/28/18	G-95.30-03 6/28/18
5	G-24.40-07 6/28/18		
	H-10.10-01 6/2/24	H-30.10-00 10/12/07	H-70.10-02 8/17/21
	H-10.11-00 6/2/24	H-32.10-00 9/20/07	H-70.20-02 8/17/21
	H-10.15-01 6/2/24	H-60.10-01 7/3/08	
	H-10.16-00 6/2/24	H-60.20-01 7/3/08	
6	I-10.10-01 8/11/09	I-30.20-00 9/20/07	I-40.20-00 9/20/07
	I-30.10-02 3/22/13	I-30.30-02 6/12/19	I-50.20-02 7/6/22
	I-30.15-02 3/22/13	I-30.40-02 6/12/19	I-60.10-01 6/10/13
	I-30.16-01 7/11/19	I-30.60-02 6/12/19	I-60.20-01 6/10/13
	I-30.17-01 6/12/19	I-40.10-00 9/20/07	I-80.10-02 7/15/16
6	J-05.50-00 8/30/22	J-26.10-03 7/21/16	J-50.05-00 7/21/17
	J-10 7/18/97	J-26.15-01 5/17/12	J-50.10-01 7/31/19
	J-10.10-04 9/16/20	J-26.20-01 6/28/18	J-50.11-02 7/31/19
	J-10.12-00 9/16/20	J-27.10-01 7/21/16	J-50.12-02 8/7/19
	J-10.14-00 9/16/20	J-27.15-00 3/15/12	J-50.13-01 8/30/22
	J-10.15-01 6/11/14	J-28.01-00 8/30/22	J-50.15-01 7/21/17
	J-10.16-02 8/18/21	J-28.10-02 8/7/19	J-50.16-01 3/22/13
	J-10.17-02 8/18/21	J-28.22-00 8/07/07	J-50.18-00 8/7/19
	J-10.18-02 8/18/21	J-28.24-02 9/16/20	J-50.19-00 8/7/19
	J-10.20-04 8/18/21	J-28.26-01 12/02/08	J-50.20-00 6/3/11
	J-10.21-02 8/18/21	J-28.30-04 6/18/24	J-50.25-00 6/3/11
	J-10.22-03 10/4/23	J-28.40-02 6/11/14	J-50.30-00 6/3/11
	J-10.25-01 6/21/24	J-28.42-01 6/11/14	J-60.05-01 7/21/16
	J-10.26-00 8/30/22	J-28.43-01 6/28/18	J-60.11-00 5/20/13
	J-12.15-00 6/28/18	J-28.45-03 7/21/16	J-60.12-00 5/20/13
	J-12.16-00 6/28/18	J-28.50-03 7/21/16	J-60.13-00 6/16/10
	J-15.10-01 6/11/14	J-28.60-03 8/27/21	J-60.14-01 7/31/19

	J-15.15-02 7/10/15	J-28.70-04 8/30/22	J-75.10-02 7/10/15
	J-20.01-01 6/21/24	J-29.10-02 8/26/22	J-75.20-01 7/10/15
	J-20.05-00 6/21/24	J-29.15-01 7/21/16	J-75.30-02 7/10/15
	J-20.10-05 10/4/23	J-29.16-02 7/21/16	J-75.50-00 8/30/22
	J-20.11-03 7/31/19	J-30.10-01 8/26/22	J-75.55-00 8/30/22
	J-20.15-04 6/21/24	J-40.01-00 8/30/22	J-80.05-00 8/30/22
	J-20.16-02 6/30/14	J-40.05-00 7/21/16	J-80.10-01 8/18/21
	J-20.20-02 5/20/13	J-40.10-04 4/28/16	J-80.12-00 8/18/21
	J-20.26-01 7/12/12	J-40.20-03 4/28/16	J-80.15-00 6/28/18
	J-21.10-05 6/21/24	J-40.30-04 4/28/16	J-81.10-02 8/18/21
	J-21.15-01 6/10/13	J-40.35-01 5/29/13	J-81.12-00 9/3/21
	J-21.16-02 6/21/24	J-40.36-02 7/21/17	J-84.05-00 8/30/22
	J-21.17-01 6/10/13	J-40.37-02 7/21/17	J-86.10-00 6/28/18
	J-21.20-01 6/10/13	J-40.38-01 5/20/13	J-90.10-03 6/28/18
	J-22.15-03 6/21/24	J-40.39-00 5/20/13	J-90.20-03 6/28/18
	J-22.16-03 7/10/15	J-40.40-02 7/31/19	J-90.21-02 6/28/18
	J-22.17-00 6/21/24	J-45.36-00 7/21/17	J-90.50-00 6/28/18
1	K-70.20-01 6/1/16	K-80.32-00 8/17/21	K-80.35-01 9/16/20
	K-80.10-02 9/25/20	K-80.34-00 8/17/21	K-80.37-01 9/16/20
2	L-5.10-02 6/5/24	L-20.10-03 7/14/15	L-40.20-02 6/21/12
	L-5.15-00 9/19/22	L-30.10-02 6/11/14	L-70.10-01 5/21/08
	L-10.10-02 6/21/12	L-40.15-01 6/16/11	L-70.20-01 5/21/08
3	M-1.20-04 9/25/20	M-9.60-00 2/10/09	M-24.66-00 7/11/17
	M-1.40-03 9/25/20	M-11.10-04 8/2/22	M-40.10-04 10/17/23
	M-1.60-03 9/25/20	M-12.10-04 6/28/24	M-40.20-00 10/12/07
	M-1.80-03 6/3/11	M-15.10-02 7/17/23	M-40.30-01 7/11/17
	M-2.20-03 7/10/15	M-17.10-02 7/3/08	M-40.40-00 9/20/07
	M-2.21-00 7/10/15	M-20.10-04 8/2/22	M-40.50-00 9/20/07
	M-3.10-04 9/25/20	M-20.20-02 4/20/15	M-40.60-00 9/20/07
	M-3.20-04 8/2/22	M-20.30-05 6/28/24	M-60.10-01 6/3/11
	M-3.30-04 9/25/20	M-20.40-03 6/24/14	M-60.20-03 8/17/21
	M-3.40-04 9/25/20	M-20.50-02 6/3/11	M-65.10-03 8/17/21
	M-3.50-03 9/25/20	M-24.20-02 4/20/15	M-80.10-01 6/3/11
	M-5.10-03 9/25/20	M-24.40-02 4/20/15	M-80.20-00 6/10/08
	M-7.50-01 1/30/07	M-24.60-04 6/24/14	M-80.30-00 6/10/08
	M-9.50-02 6/24/14	M-24.65-00 7/11/17	
4			
5			

APPENDIX A
Pacific Northwest Region
Fire Protection and Suppression

**Pacific Northwest Region
Fire Protection and Suppression**

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of the said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting officer may by written notice, authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in a project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project, which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area or at prior agreed to rates.

1 6. Compliance with State Forest Laws

2
3 Listing of specific fire precautionary measures herein is not intended to relieve
4 the Contractor in any way from compliance with the State Fire Laws covering
5 fire prevention and suppression equipment, applicable to operations under this
6 contract, permit or license.
7

8 7. Fire Precautions

9
10 Specific fire precautionary measures are as follows:

11
12 a. Smoking and Open Fires

13
14 Smoking and fires shall be permitted only at the option of the
15 Contractor. The Contractor shall not allow open fires on the project
16 area without advance permission in writing from the Forest Service.
17

18 Unless restricted by State Law or Federal Regulation, smoking shall
19 be permitted only in such portions of the project area that are free of
20 flammable material. Smokers shall sit down to smoke in such a
21 position that any burning material will fall within a cleared area, and
22 shall extinguish and press out in mineral soil all burning material
23 before leaving the cleared area.
24

25 b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

26
27 All power-driven equipment operated by the Contractor on National
28 Forest land, except portable fire pumps, shall be equipped with one
29 fire extinguisher having a UL rating of at least 5 BC, and one "D"
30 handled or long handled round point shovel, size "O" or larger. In
31 addition, each motor patrol, truck, and passenger-carrying vehicle
32 shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or
33 larger.
34

35 Equipment shall be kept in a serviceable condition and shall be
36 readily available.
37

38 c. Power Saws

39
40 Each gasoline power saw operator shall be equipped with a
41 pressurized chemical fire extinguisher of not less than 8-ounce
42 capacity by weight, and one long-handled round point shovel, size "o"
43 or larger. The extinguisher shall be kept in possession of the saw
44 operator at all times. The shovel shall be accessible to the operator
45 within one (1) minute.
46

47 d. Extinguishers

48
49 One refill for each type or one extra extinguisher sufficient to replace
50 each size extinguisher required on equipment shall be safely stored
51 in the fire tool box or other agreed upon place on the project area that
52 is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.
- (3) A heavy truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

Industrial Fire Precautions Schedule

Level Industrial Fire Precaution (IFPL)

- I. Closed season- Fire Precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.
- II. Partial hoot-owl- The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
 - a. power saws, except at loading sites;
 - b. cable yarding;
 - c. blasting;
 - d. welding or cutting of metal.
- III. Partial shutdown- The following shall be prohibited except as indicated:

Cable Yarding – except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground.

Power Saws – except power saws may be used at loading sites and on the tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown – All operations are prohibited.

The following definitions shall apply to those Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: Include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading, and paving;

- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. power saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences, and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting officer shall consider site-specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

- a. 2 axes or Pulaski's with a 32-inch handles;
- b. 3 adze eye hoes, one Pulaski may be substituted for one adze eye hoe;
- c. 3 long-handled, round point shovels, size "o" or larger.

9. Fire Security

When the Industrial Fire Precaution Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the

Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all firefighting activities.

Services described shall be for at least one hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal, are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "I" or greater, a fire security person equipped with a long handled, round point, No. "O" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

11. Additional Fire Precautionary Measure 1- Tank Truck

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if power saw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a ¼ inch nozzle tip, through a 50 foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of ¼ inch diameter and a spray pattern shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

12. Additional Fire Precautionary Measure 2 - Communications

The Contractor shall provide adequate to-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications). Such communications shall be operable during periods of operation of power-driven equipment; including the time fire security is required.

USDA Forest Service – Region 6

Fire Plan

(For use with forms R6-FS-6300-50,
R6-FS-6300-51, and R6-FS-6300-52)

Contractor _____ Contract Number _____

Project Name _____ Contract Performance Period _____

Contractor's Representative for Fire Matters

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
		<u>Office</u> <u>Residence</u>

_____	_____	_____	_____
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Contracting Officer's Representative

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
		<u>Office</u> <u>Residence</u>

_____	_____	_____	_____
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Forest Service Inspector(s)

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
		<u>Office</u> <u>Residence</u>

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Action by Contractor

The contractor shall take all reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of or becoming aware of such fire.

Action by Forest Service

The forest service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor and will require appreciable reinforcements, the Forest Service

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may take over suppression of the fire and may employ the Contractor's Personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following local sources:

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____
_____	_____	_____	_____

Contractor will [], will not [], permit employees to smoke while in the project area. Open fires will [], will not [], be permitted by the contractor. Although these activities may be permitted by the Contractor, it is understood that neither shall be allowed without being authorized in writing by the Contracting Officer's Representative.

Fires shall be reported to one of the following Forest Service employees:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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Contractor's Employees Possessing Special Fires Qualifications

<u>Name</u>	<u>Best Fire Assignment</u>	<u>Other</u>
<u>Qualifications</u>		

Total number of employees who could perform firefighting duties_____

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Contractor's Equipment Available for Firefighting

Description, Type Make, Model, Size	Number Units	Location
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Joint Preparation of this fire plan is acknowledged:

_____ Contractor or Designated Representative	_____ Contracting Officer's Representative
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_____ Date:	_____ Date:
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