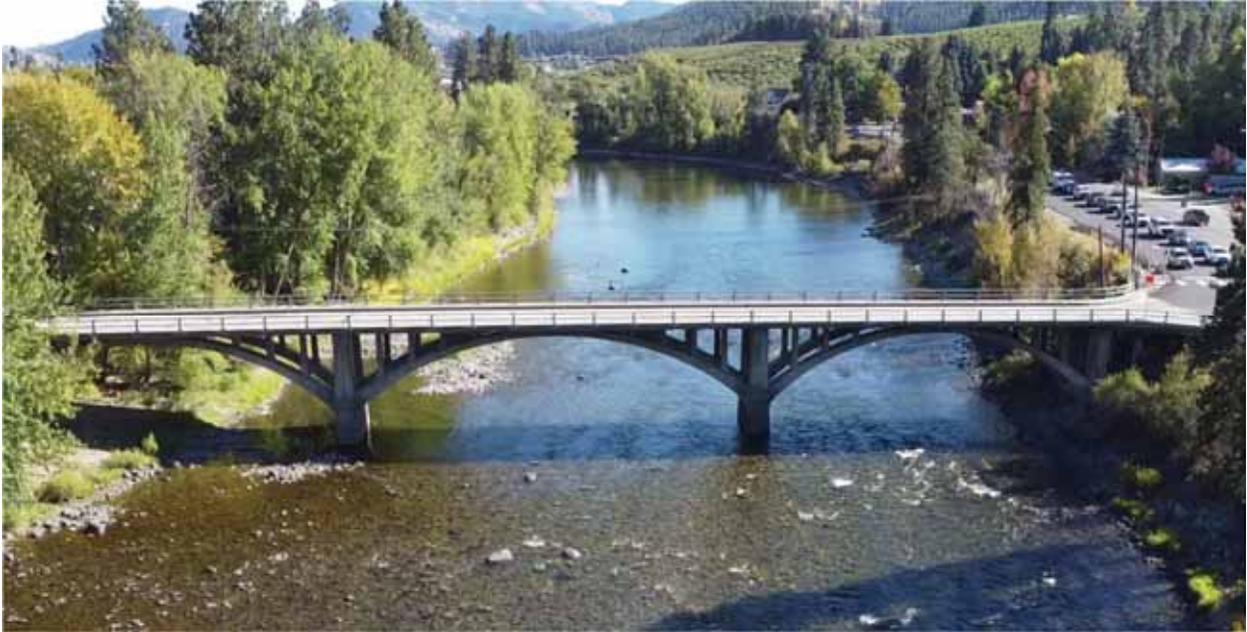


# CHELAN COUNTY PUBLIC WORKS DEPARTMENT



## CRP 747 BRIDGE DECK AND JOINT REHABILITATION BUNDLE Federal Aid Project No. BHS-Z904(006) Contract No. TA-7593

### Contract Provisions and Plans

March 2024

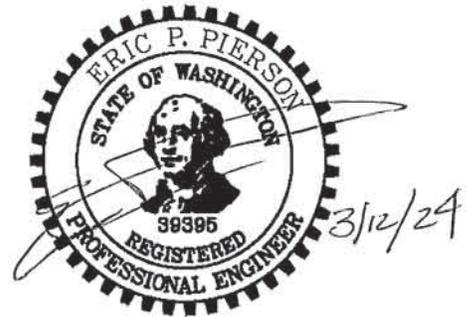


# **BRIDGE DECK AND JOINT REHABILITATION BUNDLE**

County Road Project No. 747 (CRP 747)  
Federal Aid Project No. BHS-Z904(006)  
Contract No. TA-7593

***Bid Opening: April 2, 2024 @ 9:30:00 A.M. Pacific Time***

PS&E/Design Approved By:  
Eric Pierson, PE  
Chelan County Engineer/Public Works Director



PS&E/Design Approved By:  
Aaron Olson, PE  
KPF Consulting Engineers



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# ***BID DOCUMENTS***

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## BIDDING INSTRUCTIONS

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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.

<b>Disadvantaged Business Enterprise Forms, when applicable</b>	
✓	<b>WSDOT Forms</b>
	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

9.  **Local Agency Subcontractors List (DOT Form 271-015A), 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.**

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## **BIDDING INSTRUCTIONS**

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### **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  
BRIDGE DECK AND JOINT REHABILITATION BUNDLE  
CRP 747**

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 April 2, 2024**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for the improvement of the Chelan County Bridge Deck and Joint Rehabilitation Bundle by constructing scarifying conc. surface, modified concrete overlay, expansion joint modification, HMA, paint line removal and installation, temporary barrier, 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](http://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 747, Bridge Deck and Joint Rehabilitation Bundle,"** on the outside of the envelope.

**Bidders are advised to read all pertinent provisions regarding the submittal of DBE documentation.**

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

Dated at Wenatchee, Washington this 12<sup>th</sup> day of March, 2024.



ATTEST: ANA WASTORRES

*Ana Wastorres*  
Clerk of the Board

BOARD OF CHELAN COUNTY COMMISSIONERS

**EXCUSED**

KEVIN OVERBAY, Chairman

*Kevin Overbay*

SHON SMITH, Commissioner

*Shon Smith*  
TIFFANY GERING, Commissioner

# **BID PROPOSAL**

## **BRIDGE DECK AND JOINT REHABILITATION BUNDLE CRP 747**

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

The undersigned certify that they have examined the location of the Bridge Deck and Joint Rehabilitation Bundle, County Road Project No. 747 (CRP 747) 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
SCHEDULE A – PESHASTIN BRIDGE No. 411A					
1	1.00	L.S.	MOBILIZATION		
2	80.00	L.F.	REMOVING PAINT LINE		
3	1328.00	C.F.	MODIFIED CONC. OVERLAY		
4	1180.00	S.Y.	FINISHING AND CURING MODIFIED CONC. OVERLAY		
5	160.00	L.F.	EXPANSION JOINT MODIFICATION – COMPRESSION SEAL		
6	240.00	L.F.	EXPANSION JOINT MODIFICATION – RAPID CURE SILICONE SEALANT		
7	1180.00	S.Y.	SCARIFYING CONC. SURFACE		
8	480.00	S.F.	FURTHER DECK PREPARATION FOR TYPE 2 DECK REPAIR		
9	9.00	TON	HMA CL. 3/8 IN. PG 64H-28		
10	80.00	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL		
11	99.00	L.F.	HMA SAWCUT AND SEAL		
12	1.00	DAY	ESC LEAD		
13	5000.00	EST	EROSION/WATER POLLUTION CONTROL	\$1.00	\$5,000.00
14	20.00	L.F.	REMOVING AND RESETTING EXISTING PERMANENT BARRIER		
15	1620.00	L.F.	PAINT LINE		
16	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
17	1296.00	HR	PORTABLE CHANGEABLE MESSAGE SIGN		
18	1.00	L.S.	SURVEYING FOR MODIFIED CONC. OVERLAY		

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
19	500.00	EST	ROADSIDE CLEANUP	\$1.00	\$500.00
20	1.00	L.S.	SPCC PLAN		
SCHEDULE A TOTAL: \$ _____					

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
SCHEDULE B – NEW GRIFFITH BRIDGE No. 503B					
21	1.00	L.S.	MOBILIZATION		
22	500.00	L.F.	REMOVING PAINT LINE		
23	98.00	L.F.	EXPANSION JOINT MODIFICATION – COMPRESSION SEAL		
24	6.00	TON	HMA CL. 3/8 IN. PG 64H-28		
25	54.00	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL		
26	91.00	L.F.	HMA SAWCUT AND SEAL		
27	1.00	DAY	ESC LEAD		
28	5000.00	EST	EROSION/WATER POLLUTION CONTROL	\$1.00	\$5,000.00
29	2700.00	L.F.	PAINT LINE		
30	1.00	L.S.	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL		
31	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
32	1056.00	HR	PORTABLE CHANGEABLE MESSAGE SIGN		
33	500.00	EST	ROADSIDE CLEANUP	\$1.00	\$500.00
34	1.00	L.S.	SPCC PLAN		
SCHEDULE B TOTAL: \$ _____					

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
SCHEDULE C – ARDENVOIR BRIDGE No. 505A					
35	1.00	L.S.	MOBILIZATION		
36	390.00	C.F.	MODIFIED CONC. OVERLAY		
37	347.00	S.Y.	FINISHING AND CURING MODIFIED CONC. OVERLAY		
38	37.00	L.F.	EXPANSION JOINT MODIFICATION – COMPRESSION SEAL		
39	52.00	L.F.	REMOVING STEEL ANGLE AND RECONSTRUCT CONCRETE EDGE		
40	347.00	S.Y.	SCARIFYING CONC. SURFACE		
41	380.00	S.F.	FURTHER DECK PREPARATION FOR TYPE 2 DECK REPAIR		
42	6.00	TON	HMA CL. 3/8 IN. PG 64H-28		
43	50.00	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL		
44	52.00	L.F.	HMA SAWCUT AND SEAL		
45	1.00	DAY	ESC LEAD		
46	5000.00	EST	EROSION/WATER POLLUTION CONTROL	\$1.00	\$5,000.00
47	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
48	1.00	L.S.	SURVEYING FOR MODIFIED CONC. OVERLAY		
49	500.00	EST	ROADSIDE CLEANUP	\$1.00	\$500.00
50	1.00	L.S.	SPCC PLAN		
SCHEDULE C TOTAL: \$					

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
SCHEDULE D – CHELAN FALLS 2 BRIDGE No. 805A					
51	1.00	L.S.	MOBILIZATION		
52	500.00	L.F.	REMOVING PAINT LINE		
53	205.00	L.F.	EXPANSION JOINT MODIFICATION – COMPRESSION SEAL		
54	4.00	TON	HMA CL. 3/8 IN. PG 64H-28		
55	34.00	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL		
56	65.00	L.F.	HMA SAWCUT AND SEAL		
57	1.00	DAY	ESC LEAD		
58	5000.00	EST	EROSION/WATER POLLUTION CONTROL	\$1.00	\$5,000.00
59	1440.00	L.F.	TEMPORARY BARRIER		
60	3500.00	L.F.	PAINT LINE		
61	1.00	L.S.	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL		
62	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
63	1056.00	HR	PORTABLE CHANGEABLE MESSAGE SIGN		
64	500.00	EST	ROADSIDE CLEANUP	\$1.00	\$500.00
65	1.00	L.S.	SPCC PLAN		
SCHEDULE D TOTAL: \$				_____	

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
SCHEDULE E – STONE HILL BRIDGE No. 915					
66	1.00	L.S.	MOBILIZATION		
67	48.00	L.F.	EXPANSION JOINT MODIFICATION – RAPID CURE SILICONE SEALANT		
68	48.00	L.F.	REMOVE STEEL ANGLE AND RECONSTRUCT CONCRETE EDGE		
69	6.00	TON	HMA CL. 3/8 IN. PG 64H-28		
70	52.00	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL		
71	48.00	L.F.	HMA SAWCUT AND SEAL		
72	1.00	DAY	ESC LEAD		
73	5000.00	EST	EROSION/WATER POLLUTION CONTROL	\$1.00	\$5,000.00
74	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
75	500.00	EST	ROADSIDE CLEANUP	\$1.00	\$500.00
76	1.00	L.S.	SPCC PLAN		
<b>SCHEDULE E TOTAL:</b>				<b>\$</b>	_____

SCHEDULE A TOTAL: \$ \_\_\_\_\_

SCHEDULE B TOTAL: \$ \_\_\_\_\_

SCHEDULE C TOTAL: \$ \_\_\_\_\_

SCHEDULE D TOTAL: \$ \_\_\_\_\_

SCHEDULE E TOTAL: \$ \_\_\_\_\_

**BID TOTAL (SUM SCHEDULE A THROUGH E): \$ \_\_\_\_\_**

**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	
<hr/>			
Authorized Signature	City	State	Zip Code
<hr/>			
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. 747 (CRP 747) provides for the improvement of the Chelan County Bridge Deck and Joint Rehabilitation Bundle by constructing scarifying conc. surface, modified concrete overlay, expansion joint modification, HMA, paint line removal and installation, temporary barrier, 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?



**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.



**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: \_\_\_\_\_

\_\_\_\_\_



## Instructions for Disadvantaged Business Enterprise Utilization Certification Form

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

Box 2: Name of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Disadvantaged Business  
Enterprise Utilization Certification**

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

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

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

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

DOT Form 272-056  
Revised 02/2018



## 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 <small>(See Instructions)</small>	Column 2 Bid Item # <small>(See Instructions)</small>	Column 3 Full/Partial <small>(See Instructions)</small>	Column 4 Quantity <small>(See Instructions)</small>	Column 5 Description <small>(See Instructions)</small>	Column 6 Unit Price <small>(See Instructions)</small>	Column 7 Total Unit Cost <small>(See Instructions)</small>	Column 8 Dollar Amount to be Applied Towards Goal <small>(See Instructions)</small>
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
<b>TOTAL UDBE Dollar Amount:</b>						\$ 0.00	\$ 0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Use Additional Sheets if necessary.**

## Disadvantaged Business Enterprise (DBE) Trucking Credit Form

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

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

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

Use additional sheets as necessary.

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

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

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

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

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

DOT Form 272-058  
Revised 09/2020

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.**

Local Agency Name
Local Agency Address

## Local Agency Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

### To Be Submitted with the Bid Proposal

Project Name \_\_\_\_\_

**Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.**

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

**To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.**

Subcontractor Name \_\_\_\_\_  
 Work to be performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

# ***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:

- Description of the Work.** The Contractor shall do all work and furnish all tools, materials, and equipment for the improvement of the Chelan County Bridge Deck and Joint Rehabilitation Bundle by constructing scarifying conc. surface, modified concrete overlay, expansion joint modification, HMA, paint line removal and installation, temporary barrier, 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.
- Standard specifications.** Except as expressly provided in the project contract provisions and plans incorporated herein, the 2024 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.
- 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.
- 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.
- 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 \_\_\_\_\_, 2024.

CONTRACTOR:

(Name)

By : \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

INFORMATIONAL

Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
KEVIN OVERBAY, Chairman

\_\_\_\_\_  
SHON SMITH, Commissioner

\_\_\_\_\_  
TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
KAMMERON N. TODD  
Civil 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 \_\_\_\_\_, 2024, 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. 747 (CRP 747) provides for the improvement of the  
Chelan County Bridge Deck and Joint Rehabilitation Bundle by constructing scarifying  
conc. surface, modified concrete overlay, expansion joint modification, HMA, paint line  
removal and installation, temporary barrier, 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 2024 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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: 04/02/2024

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Chelan	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$47.72	<u>5D</u>	<u>1H</u>		<a href="#">View</a>
Chelan	<a href="#">Boilermakers</a>	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		<a href="#">View</a>
Chelan	<a href="#">Brick Mason</a>	Journey Level	\$57.54	<u>5A</u>	<u>1M</u>		<a href="#">View</a>
Chelan	<a href="#">Building Service Employees</a>	Janitor	\$16.28		<u>1</u>		<a href="#">View</a>
Chelan	<a href="#">Building Service Employees</a>	Shampooer	\$16.28		<u>1</u>		<a href="#">View</a>
Chelan	<a href="#">Building Service Employees</a>	Waxer	\$16.28		<u>1</u>		<a href="#">View</a>
Chelan	<a href="#">Building Service Employees</a>	Window Cleaner	\$16.28		<u>1</u>		<a href="#">View</a>
Chelan	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$22.09		<u>1</u>		<a href="#">View</a>
Chelan	<a href="#">Carpenters</a>	Acoustical Workers	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Carpenters</a>	Bridge, Dock & Wharf Carpenter	\$75.41	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Carpenters</a>	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Carpenters</a>	Scaffold/Shoring Erecting & Dismantling	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Cement Masons</a>	Journey Level	\$54.94	<u>7B</u>	<u>1N</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Bell / Vehicle or Submersible Operator (not under pressure)	\$129.71	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Dive Supervisor/Master	\$93.94	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Diver	\$129.71	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Diver - 101 to 150 Feet	\$129.05	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Diver - 151 to 220 Feet	\$130.05	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Diver - 221 Feet and Deeper	\$131.05	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Diver - 50 to 100 Feet	\$128.05	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Diver on Standby	\$88.94	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$80.82	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	<u>15J</u>	<u>4C</u>		<a href="#">View</a>

Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Manifold Operator	\$80.82	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Manifold Operator Mixed Gas	\$85.82	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Operator/Technician	\$80.82	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Tender	\$75.41	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">View</a>
Chelan	<a href="#">Dredge Workers</a>	Assistant Engineer	\$79.62	<a href="#">5D</a>	<a href="#">3F</a>	<a href="#">View</a>
Chelan	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$79.01	<a href="#">5D</a>	<a href="#">3F</a>	<a href="#">View</a>
Chelan	<a href="#">Dredge Workers</a>	Boatmen	\$79.62	<a href="#">5D</a>	<a href="#">3F</a>	<a href="#">View</a>
Chelan	<a href="#">Dredge Workers</a>	Engineer Welder	\$81.15	<a href="#">5D</a>	<a href="#">3F</a>	<a href="#">View</a>
Chelan	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$82.77	<a href="#">5D</a>	<a href="#">3F</a>	<a href="#">View</a>
Chelan	<a href="#">Dredge Workers</a>	Mates	\$79.62	<a href="#">5D</a>	<a href="#">3F</a>	<a href="#">View</a>
Chelan	<a href="#">Dredge Workers</a>	Oiler	\$79.01	<a href="#">5D</a>	<a href="#">3F</a>	<a href="#">View</a>
Chelan	<a href="#">Drywall Applicator</a>	Journey Level	\$75.73	<a href="#">15O</a>	<a href="#">11S</a>	<a href="#">View</a>
Chelan	<a href="#">Drywall Tapers</a>	Journey Level	\$75.73	<a href="#">15O</a>	<a href="#">11S</a>	<a href="#">View</a>
Chelan	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$16.28		<a href="#">1</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Inside</a>	Cable Splicer	\$88.35	<a href="#">7H</a>	<a href="#">1E</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Inside</a>	Construction Stock Person	\$42.59	<a href="#">7H</a>	<a href="#">1D</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Inside</a>	Journey Level	\$82.87	<a href="#">7H</a>	<a href="#">1E</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Motor Shop</a>	Craftsman	\$16.28		<a href="#">1</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$16.28		<a href="#">1</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$93.00	<a href="#">5A</a>	<a href="#">4D</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$55.27	<a href="#">5A</a>	<a href="#">4D</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>	<a href="#">View</a>

Chelan	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$73.35	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Meter Installer	\$55.27	<a href="#">5A</a>	<a href="#">4D</a>	<a href="#">8W</a>	<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Chelan	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$63.50	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Chelan	<a href="#">Electronic Technicians</a>	Electronic Technicians Journey Level	\$53.94	<a href="#">5B</a>	<a href="#">1B</a>		<a href="#">View</a>
Chelan	<a href="#">Elevator Constructors</a>	Mechanic	\$111.26	<a href="#">7D</a>	<a href="#">4A</a>		<a href="#">View</a>
Chelan	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$120.27	<a href="#">7D</a>	<a href="#">4A</a>		<a href="#">View</a>
Chelan	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level - In-Factory Work Only	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Fence Erectors</a>	Fence Erector	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Fence Erectors</a>	Fence Laborer	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Flaggers</a>	Journey Level	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Glaziers</a>	Journey Level	\$43.70	<a href="#">7L</a>	<a href="#">4L</a>		<a href="#">View</a>
Chelan	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journey Level	\$87.15	<a href="#">15H</a>	<a href="#">11C</a>		<a href="#">View</a>
Chelan	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$69.36	<a href="#">6Z</a>	<a href="#">1B</a>		<a href="#">View</a>
Chelan	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$50.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Inland Boatmen</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator	\$49.48	<a href="#">15M</a>	<a href="#">11O</a>		<a href="#">View</a>
Chelan	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Foamer Operator	\$49.48	<a href="#">15M</a>	<a href="#">11O</a>		<a href="#">View</a>
Chelan	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$49.48	<a href="#">15M</a>	<a href="#">11O</a>		<a href="#">View</a>
Chelan	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$47.41	<a href="#">15M</a>	<a href="#">11O</a>		<a href="#">View</a>
Chelan	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$41.20	<a href="#">15M</a>	<a href="#">11O</a>		<a href="#">View</a>
Chelan	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	TV Truck Operator	\$44.31	<a href="#">15M</a>	<a href="#">11O</a>		<a href="#">View</a>
Chelan	<a href="#">Insulation Applicators</a>	Journey Level	\$74.96	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Chelan	<a href="#">Ironworkers</a>	Journeyman	\$71.42	<a href="#">15K</a>	<a href="#">11N</a>		<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Erosion Control Worker	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Chelan	<a href="#">Laborers</a>	Airtrac Drill Operator	\$49.13	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Ballast Regular Machine	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Batch Weighman	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Brick Pavers	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Brush Cutter	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Brush Hog Feeder	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Burner	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Caisson Worker	\$49.13	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Carpenter Tender	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Cement Dumper-paving	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Cement Finisher Tender	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Change House Or Dry Shack	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Chipping Gun (30 Lbs. And Over)	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Chipping Gun (Under 30 Lbs.)	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Choker Setter	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Chuck Tender	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Clary Power Spreader	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Clean-up Laborer	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Dumper/Chute Operator	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Form Stripper	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Placement Crew	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Saw Operator/Core Driller	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Crusher Feeder	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Curing Laborer	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Ditch Digger	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Diver	\$49.13	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Drill Operator (Hydraulic, Diamond)	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Dry Stack Walls	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Dump Person	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Epoxy Technician	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Fine Graders	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Firewatch	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Form Setter	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Gabian Basket Building	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Gaurdrail Erector	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	General Laborer	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$50.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Grinders	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Grout Machine Tender	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Groutmen (Pressure) Including Post Tension Beams	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Chelan	<a href="#">Laborers</a>	Hazardous Waste Worker (Level A)	\$49.13	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Hazardous Waste Worker (Level B)	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Hazardous Waste Worker (Level C)	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	High Scaler	\$49.13	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Jackhammer	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Laserbeam Operator	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Maintenance Person	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Manhole Builder-Mudman	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Material Yard Person	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Miner	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Mold Abatement Worker	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Motorman-Dinky Locomotive	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$50.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pavement Breaker	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pilot Car	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Layer (Lead)	\$50.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Layer/Tailor	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Pot Tender	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Reliner	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Wrapper	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pot Tender	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Powderman	\$49.13	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Powderman's Helper	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Power Jacks	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Raker - Asphalt	\$50.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Re-timberman	\$49.13	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Remote Equipment Operator	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rigger/Signal Person	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rip Rap Person	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rivet Buster	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rodder	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Scaffold Erector	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Scale Person	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Sloper (Over 20")	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Sloper Sprayer	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Spreader (Concrete)	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Stake Hopper	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Stock Piler	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Chelan	<a href="#">Laborers</a>	Swinging Stage/Boatswain Chair	\$44.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Tamper (Multiple & Self-propelled)	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Topper	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Track Laborer	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Track Liner (Power)	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Traffic Control Laborer	\$47.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Traffic Control Supervisor	\$50.68	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Truck Spotter	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Tugger Operator	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Vibrator	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Vinyl Seamer	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Watchmen	\$40.88	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Welder	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Well Point Laborer	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Window Washer/Cleaner	\$40.88	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$47.72	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$48.45	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Landscape Construction</a>	Landscape Construction/landscaping Or Planting Laborers	\$40.88	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Landscape Construction</a>	Landscape Operator	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Landscape Maintenance</a>	Groundskeeper	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Lathers</a>	Journey Level	\$75.73	<a href="#">15O</a>	<a href="#">11S</a>		<a href="#">View</a>
Chelan	<a href="#">Marble Setters</a>	Journey Level	\$57.54	<a href="#">5A</a>	<a href="#">1M</a>		<a href="#">View</a>
Chelan	<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Metal Fabrication (In Shop)</a>	Painter	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Millwright</a>	Journey Level	\$76.51	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Chelan	<a href="#">Modular Buildings</a>	Journey Level	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Painters</a>	Commercial Painter	\$45.51	<a href="#">6Z</a>	<a href="#">1W</a>		<a href="#">View</a>
Chelan	<a href="#">Painters</a>	Industrial Painter	\$52.42	<a href="#">6Z</a>	<a href="#">1W</a>	<a href="#">9D</a>	<a href="#">View</a>
Chelan	<a href="#">Pile Driver</a>	Crew Tender	\$80.82	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Chelan	<a href="#">Pile Driver</a>	Journey Level	\$75.41	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Chelan	<a href="#">Plasterers</a>	Journey Level	\$54.62	<a href="#">7K</a>	<a href="#">1N</a>		<a href="#">View</a>

Chelan	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$94.91	5A	1G		<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operators	\$80.02	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$75.26	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$79.31	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: concrete	\$79.31	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Boat Operator	\$80.05	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Bobcat	\$75.26	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$75.26	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Brooms	\$75.26	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$79.31	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cableways	\$80.02	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Chipper	\$79.31	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Compressor	\$75.26	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine - Laser Screed	\$75.26	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.71	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.02	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.31	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Conveyors	\$78.71	15J	11G	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes Friction: 200 tons and over	\$82.49	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes, A-frame: 10 tons and under	\$75.29	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 20 tons through 44 tons with attachments	\$79.35	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$81.69	7A	11H	8X	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, a-frame over 10	\$78.74	7A	11H	8X	<a href="#">View</a>

		tons					
Chelan	<a href="#">Power Equipment Operators</a>	Crusher	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Deck Engineer/Deck Winches (power)	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$80.82	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Elevator and man-lift: permanent and shaft type	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Forklift: 3000 lbs and over with attachments	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Forklifts: under 3000 lbs. with attachments	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Gradechecker/Stakeman	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Guardrail Punch	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Locator	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Operator	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks Over 10 Tons	\$78.74	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: 10 tons and under	\$75.29	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Leverman	\$81.65	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.82	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Motor Patrol Graders	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 100 tons and over	\$80.86	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 45 tons through 99 tons	\$80.05	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Power Plant	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Quad 9, Hd 41, D10 And Over	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Quick Tower: no cab, under 100 feet in height base to boom	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$75.29	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman(Certified)	\$78.74	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Rollagon	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Service Engineers: Equipment	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shotcrete/Gunite Equipment	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.82	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.65	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower crane: up to 175' in height base to boom	\$80.86	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom	\$82.49	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Truck crane oiler/driver: under 100 tons	\$78.74	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Welder	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operators	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineer	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator, Concrete	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Boat Operator	\$80.05	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Compressor	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-</a>	Concrete Finish Machine -	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

	<a href="#">Underground Sewer &amp; Water</a>	Laser Screed					
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes Friction: 200 tons and over	\$82.49	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, A-frame: 10 tons and under	\$75.29	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$80.86	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 tons through 44 tons with attachments	\$79.35	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.69	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.49	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.05	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$81.69	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$78.74	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/Deck Winches (power)	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$80.82	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator and man-lift: permanent and shaft type	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 lbs and over with attachments	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: under 3000 lbs. with attachments	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Gradechecker/Stakeman	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Guardrail Punch	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Locator	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Operator	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: 10 tons and under	\$75.29	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: over 10 tons	\$78.74	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Leverman	\$81.65	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Locomotives, All	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Material Transfer Device	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.82	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor Patrol Graders	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.35	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 100 tons and over	\$80.86	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 45 tons through 99 tons	\$80.05	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pavement Breaker	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, Hd 41, D10 And Over	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quick Tower: no cab, under 100 feet in height base to boom	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger and Bellman	\$75.29	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger/Signal Person, Bellman(Certified)	\$78.74	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/Gunite Equipment	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.82	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.65	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Toppersider & Screedman	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane: over 175' through 250' in height, base to boom	\$81.69	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower crane: up to 175' in height base to boom	\$80.86	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Cranes: over 250' in height from base to boom	\$82.49	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$78.71	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/Driver: 100 tons and over	\$79.35	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck crane oiler/driver: under 100 tons	\$78.74	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$80.02	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$75.26	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$79.31	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Chelan	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$54.32	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Chelan	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Chelan	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$51.18	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Chelan	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$38.99	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Chelan	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$72.77	<a href="#">5A</a>	<a href="#">1G</a>		<a href="#">View</a>
Chelan	<a href="#">Residential Brick Mason</a>	Journey Level	\$19.38		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Residential Carpenters</a>	Journey Level	\$21.00		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Residential Cement Masons</a>	Journey Level	\$54.94	<a href="#">7B</a>	<a href="#">1N</a>		<a href="#">View</a>

Chelan	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$25.84		1		<a href="#">View</a>
Chelan	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$17.06		1		<a href="#">View</a>
Chelan	<a href="#">Residential Electricians</a>	Journey Level	\$22.02		1		<a href="#">View</a>
Chelan	<a href="#">Residential Glaziers</a>	Journey Level	\$16.50		1		<a href="#">View</a>
Chelan	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Residential Laborers</a>	Journey Level	\$19.06		1		<a href="#">View</a>
Chelan	<a href="#">Residential Marble Setters</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Residential Painters</a>	Journey Level	\$25.01		1		<a href="#">View</a>
Chelan	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$43.19		1		<a href="#">View</a>
Chelan	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$19.50		1		<a href="#">View</a>
Chelan	<a href="#">Residential Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$69.36	<u>5I</u>	<u>1B</u>		<a href="#">View</a>
Chelan	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$36.43		1		<a href="#">View</a>
Chelan	<a href="#">Residential Stone Masons</a>	Journey Level	\$19.38		1		<a href="#">View</a>
Chelan	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Residential Tile Setters</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Roofers</a>	Journey Level	\$46.79	<u>5I</u>	<u>1R</u>		<a href="#">View</a>
Chelan	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$48.79	<u>5I</u>	<u>1R</u>		<a href="#">View</a>
Chelan	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$69.36	<u>6Z</u>	<u>1B</u>		<a href="#">View</a>
Chelan	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Journey Level	\$92.96	<u>7F</u>	<u>1E</u>		<a href="#">View</a>
Chelan	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Journey Level	\$17.48		1		<a href="#">View</a>
Chelan	<a href="#">Soft Floor Layers</a>	Journey Level	\$57.11	<u>5A</u>	<u>3J</u>		<a href="#">View</a>
Chelan	<a href="#">Solar Controls For Windows</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$67.41	<u>7J</u>	<u>1R</u>		<a href="#">View</a>
Chelan	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$16.28		1		<a href="#">View</a>
Chelan	<a href="#">Stone Masons</a>	Journey Level	\$57.54	<u>5A</u>	<u>1M</u>		<a href="#">View</a>
Chelan	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$20.00		1		<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$78.74	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Chainman	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Construction Site Surveyor	\$80.05	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Drone Operator (when used in conjunction with survey work only)	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Ground Penetrating Radar Operator	\$75.29	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
Chelan	<a href="#">Telecommunication Technicians</a>	Telecom Technician Journey Level	\$53.94	<u>5B</u>	<u>1B</u>		<a href="#">View</a>

Chelan	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$40.36	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Chelan	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$26.92	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Chelan	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$33.74	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Chelan	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$38.15	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Chelan	<a href="#">Terrazzo Workers</a>	Journey Level	\$43.81	<a href="#">5A</a>	<a href="#">1M</a>		<a href="#">View</a>
Chelan	<a href="#">Tile Setters</a>	Journey Level	\$43.81	<a href="#">5A</a>	<a href="#">1M</a>		<a href="#">View</a>
Chelan	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Journey Level	\$35.93	<a href="#">5A</a>	<a href="#">1M</a>		<a href="#">View</a>
Chelan	<a href="#">Traffic Control Stripers</a>	Journey Level	\$89.54	<a href="#">15L</a>	<a href="#">1K</a>		<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Asphalt Mix Over 20 Yards	\$59.35	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Asphalt Mix To 20 Yards	\$59.15	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Dump Truck	\$59.15	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$59.35	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Other Trucks	\$59.04	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mixers 20 yards and under	\$59.35	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mixers over 20 yards	\$59.69	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$16.28		<a href="#">1</a>		<a href="#">View</a>
Chelan	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.00		<a href="#">1</a>		<a href="#">View</a>

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

**WAC 296-127-018 Agency filings affecting this section**

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

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**Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**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. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

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

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- 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.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

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

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

**Overtime Codes Continued**

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

**Overtime Codes Continued**

11. 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.
- 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.
- 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 3/2/2024 thru 8/30/2024

**Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- 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).
- 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).

**Holiday Codes Continued**

7. 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.
- 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.
- 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.

**Holiday Codes Continued**

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- 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.

**Holiday Codes Continued**

7. 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.
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 3/2/2024 thru 8/30/2024

**Note Codes**

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

**Note Codes Continued**

- 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.)

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**

- 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.

9. 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.

"General Decision Number: WA20240001 03/08/2024  
 Superseded General Decision Number: WA20230001  
 State: Washington  
 Construction Type: Highway  
 Counties: Washington Statewide.  
 HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin  
 Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2024
<b>3</b>	<b>03/08/2024</b>

CARP0003-006 06/01/2021

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

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 CARP0030-004 06/01/2021

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

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

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 CARP0059-002 06/01/2019

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

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

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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

DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

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

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

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 CARP0770-003 06/01/2021

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

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIVER, 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

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ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 76.99	28.60
ELECTRICIAN.....	\$ 69.99	28.39

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\* ELEC0048-003 01/01/2024

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
<b>ELECTRICIAN.....</b>	<b>\$ 60.50</b>	<b>28.64</b>

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.

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 \* ELEC0048-029 01/01/2024

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
<b>ELECTRICIAN.....</b>	<b>\$ 60.50</b>	<b>28.64</b>

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 \* ELEC0073-001 08/01/2023

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
<b>ELECTRICIAN.....</b>	<b>\$ 47.55</b>	<b>16.03</b>

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 \* **ELEC0076-002 02/02/2024**

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

	<b>Rates</b>	<b>Fringes</b>
<b>CABLE SPLICER.....</b>	<b>\$ 64.38</b>	<b>25.64</b>
<b>ELECTRICIAN.....</b>	<b>\$ 58.53</b>	<b>25.47</b>

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 ELEC0112-005 06/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

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 ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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

ENGI0302-003 06/01/2023

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.93	25.57
Group 1AA.....	\$ 55.75	25.57
Group 1AAA.....	\$ 56.54	25.57
Group 1.....	\$ 54.13	25.57
Group 2.....	\$ 53.42	25.57
Group 3.....	\$ 52.83	25.57
Group 4.....	\$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

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ENGI0370-002 06/01/2021

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

ZONE 1:

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

NOTE:

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

HAZMAT:

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

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 ENGI0612-001 06/01/2023

PIERCE County

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes- 200 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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 ENGI0612-012 06/01/2023

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 54.85	25.07
GROUP 1AA.....	\$ 55.67	25.07
GROUP 1AAA.....	\$ 56.45	25.07
GROUP 1.....	\$ 54.05	25.07
GROUP 2.....	\$ 53.36	25.07
GROUP 3.....	\$ 52.75	25.07
GROUP 4.....	\$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 ENGI0701-002 01/01/2022

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

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

##### Group 1A

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

## Group 1B

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

## Group 2

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

## Group 3

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

## Group 4

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

## Group 5

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

## Group 6

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

IRON0014-005 01/02/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

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IRON0029-002 01/02/2023

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

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

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IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

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IRON0086-004 01/02/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 50.90	32.57

\* LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
<b>LABORER (A-1)</b>		
<b>GROUP 1</b> .....	<b>\$ 30.88</b>	<b>15.70</b>
<b>GROUP 2</b> .....	<b>\$ 33.72</b>	<b>15.70</b>
<b>GROUP 3</b> .....	<b>\$ 34.03</b>	<b>15.70</b>
<b>GROUP 4</b> .....	<b>\$ 34.33</b>	<b>15.70</b>
<b>GROUP 5</b> .....	<b>\$ 34.64</b>	<b>15.70</b>
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

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunitite (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)

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 \* 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
<b>Hod Carrier.....</b>	<b>\$ 34.97</b>	<b>15.70</b>

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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 airline).

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LABO0292-008 06/01/2022

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

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LABO0335-001 06/01/2022

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

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 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 Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

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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).

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PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),  
SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

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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

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\* 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.

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PAIN0055-003 07/01/2023

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 35.45	14.92
Spray and Sandblasting.....	\$ 35.45	14.92

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

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PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 48.17	16.00

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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

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PLAS0528-001 06/01/2023

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

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 52.60	20.27

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PLAS0555-002 06/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

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

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

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

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TEAM0037-002 06/01/2020

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

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

Zone Differential (Add to Zone 1 Rates):

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

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

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

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

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

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\* TEAM0174-001 06/01/2020

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

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

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

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

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

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

#### HAZMAT PROJECTS

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

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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TEAM0690-004 01/01/2019

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

	Rates	Fringes
Truck drivers: (AREA 1:		
SPOKANE ZONE CENTER: Adams,		
Chelan, Douglas, Ferry,		
Grant, Kittitas, Lincoln,		
Okanogan, Pen Oreille,		
Spokane, Stevens, and Whitman		
Counties		
AREA 1: LEWISTON ZONE CENTER:		
Asotin, Columbia, and		
Garfield Counties		
AREA 2: PASCO ZONE CENTER:		
Benton, Franklin, Walla Walla		
and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

## TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

NOTE:

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

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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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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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](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# ***SPECIAL PROVISIONS***

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**  
2

3 **(\*\*\*\*\*)**  
4

5 The work on this project shall be accomplished in accordance with the *Standard Specifications*  
6 *for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State  
7 Department of Transportation (WSDOT) and the American Public Works Association (APWA),  
8 Washington State Chapter (hereafter “Standard Specifications”). The Standard  
9 Specifications, as modified or supplemented by these Special Provisions, all of which are  
10 made a part of the Contract Documents, shall govern all of the Work.

11  
12 These Special Provisions are made up of both General Special Provisions (GSPs) from  
13 various sources, which may have project-specific fill-ins; and project-specific Special  
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable  
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition  
16 to any subsection or portion of the Standard Specifications is meant to pertain only to that  
17 particular portion of the section, and in no way should it be interpreted that the balance of the  
18 section does not apply.

19  
20 The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and  
21 its source. For example:

- 22  
23 *(March 8, 2013 APWA GSP) APWA GSP*  
24 *(April 1, 2013) WSDOT GSP*  
25 *(May 1, 2013 Chelan County GSP) Agency Special Provision*  
26  
27

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

29 **(\*\*\*\*\*)**  
30

31 Also incorporated into the Contract Documents by reference are:

- 32
  - 33 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted  
34 edition, with Washington State modifications, if any
  - 35 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual  
36 M21-01, current edition

37 Contractor shall obtain copies of these publications, at Contractor’s own expense.  
38

39 **Division 1**  
40 **General Requirements**  
41

42 **DESCRIPTION OF WORK**  
43

44 (March 13, 1995)

45 This Contract provides for the improvement of \*\*\* the Chelan County Bridge Deck and Joint  
46 Rehabilitation Bundle by constructing Scarifying Conc. Surface, Modified Concrete Overlay,  
47 Expansion Joint Modification, HMA, Paint Line removal and installation, Temporary Barrier,  
48 Project Temporary Traffic Control \*\*\* and other work, all in accordance with the attached  
49 Contract Plans, these Contract Provisions, and the Standard Specifications.  
50

1 **Definition and Terms**

2  
3 **1-01.3 Definitions**  
4 *(January 19, 2022 APWA GSP)*

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

8  
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36  
37 Supplement this Section with the following:

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

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

47  
48 All references to "State Materials Laboratory" shall be revised to read "Contracting  
49 Agency designated location".  
50

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.

40

41

1 Section 1-02.4(1) is supplemented with the following:  
2  
3 (September 3, 2019)  
4 The Reference Information for this project is available for review by the bidder at the  
5 following location:

6  
7 \*\*\* Chelan County Public Works  
8 316 Washington St. Suite 402  
9 Wenatchee, WA 98801 \*\*\*

10  
11 The Reference Information includes the following:  
12  
13 \*\*\* Existing bridge As-Builts and Load Ratings for the bridges included in the  
14 Project. \*\*\*

15  
16 **1-02.5 Proposal Forms**  
17 *(July 31, 2017 APWA GSP)*

18  
19 Delete this section and replace it with the following:

20  
21 The Proposal Form will identify the project and its location and describe the work. It will  
22 also list estimated quantities, units of measurement, the items of work, and the materials  
23 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal  
24 form that call for, but are not limited to, unit prices; extensions; summations; the total bid  
25 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment  
26 of addenda; the bidder's name, address, telephone number, and signature; the bidder's  
27 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's  
28 Registration Number; and a Business License Number, if applicable. Bids shall be  
29 completed by typing or shall be printed in ink by hand, preferably in black ink. The  
30 required certifications are included as part of the Proposal Form.

31  
32 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
33 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
34 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
35 specified.

36  
37 **Preparation of Proposal**

38  
39 Section 1-02.6 is supplemented with the following:

40  
41 ***(November 20, 2023)***

- 42 The Bidder shall submit with the Bid the following:
- 43 1) Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)
  - 44 2) DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every DBE  
45 firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization  
46 Certification, the Bidder shall submit written confirmation from that DBE firm that the  
47 DBE is in agreement with the DBE participation commitment that the Bidder has made  
48 in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.
  - 49 3) Good Faith Effort Documentation - Bidder must submit good faith effort documentation  
50 with the Disadvantaged Business Enterprise Utilization Certification ONLY In The

1 Event the bidder's efforts to solicit sufficient DBE participation have been  
2 unsuccessful.

3 4) DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item  
4 Breakdown form defining the scope of work to be performed by each DBE listed on  
5 the DBE Utilization Certification.

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

9

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

11 Supplement the second paragraph with the following:

12 4. If a minimum bid amount has been established for any item, the unit or lump sum  
13 price must equal or exceed the minimum amount stated.

14 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
15 initialed by the signer of the bid.

16

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

18

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

24

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

26

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

29

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

33

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

38

### 39 **Bid Deposit**

40

41 *(January 18, 2024 Chelan County GSP)*

42 Section 1-02.7 is supplemented with the following:

43

44 Proposal bonds shall contain the following:

- 45 1. Contracting Agency-assigned number for the project;
- 46 2. Name of the project;
- 47 3. The Contracting Agency named as obligee;
- 48 4. The amount of the proposal bond stated either as a dollar figure or as a percentage  
49 which represents five percent of the maximum bid amount that could be awarded;

- 1 5. Signature of the bidder’s officer empowered to sign official statements. The signature  
2 of the person authorized to submit the bid should agree with the signature on the  
3 bond, and the title of the person must accompany the said signature;  
4 6. The signature of the surety’s officer empowered to sign the bond and the power of  
5 attorney.  
6

7 Proposal bonds submitted as a form of Bid deposit shall be submitted on the Proposal  
8 Bond form provided by the Contracting Agency included in the Bid Proposal Form.  
9 Proposal bonds not submitted on the Contracting Agency provided form shall make the  
10 Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

11  
12 *(January 18, 2024 Chelan County GSP)*

13 The second sentence of Section 1-02.7 is deleted and replaced with the following:  
14

15 The Bid deposit may be certified check, cashier’s check, or a proposal bond (Surety  
16 Bond). The Contracting Agency will not accept cash as a form of Bid deposit. The use of  
17 cash as a form of Bid deposit shall cause the Bid to be rejected by the Contracting Agency.  
18

19 **1-02.9 Delivery of Proposal**

20 *(January 4, 2024 APWA GSP Option B)*  
21

22 Delete this section and replace it with the following:  
23

24 **DBE DOCUMENT SUBMITTAL REQUIREMENTS**

25 **General**

26 Each Proposal shall be submitted in a sealed envelope, with the Project Name and  
27 Project Number as stated in the Call for Bids clearly marked on the outside of the  
28 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and  
29 delivery.  
30

31 To be considered responsive on a FHWA-funded project, the Bidder may be required to  
32 submit the following items, as required by Section 1-02.6:  
33

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

40 Proposals that are received as required will be publicly opened and read as specified in  
41 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that  
42 is received after the time specified in the Call for Bids for receipt of Bid Proposals, or  
43 received in a location other than that specified in the Call for Bids. The Contracting  
44 Agency will not open or consider any “Supplemental Information” (DBE confirmations or  
45 GFE documentation) that is received after the time specified above, or received in a  
46 location other than that specified in the Call for Bids.  
47

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

- 1 solicitation on the first work day on which the normal work processes of the Contracting  
2 Agency resume.  
3  
4 Supplemental bid information submitted after the proposal submittal but within 48 hours  
5 of the time and date the proposal is due, shall be submitted as follows:  
6  
7 1. In a sealed envelope labeled the same as for the Proposal, with “Supplemental  
8 Information” added, or  
9 2. By facsimile to the following FAX number: 509-667-6250, or  
10 3. By e-mail to the following e-mail address: Josh.Patrick@co.chelan.wa.us  
11

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

13 The DBE Utilization Certification shall be received at the same location and no later than the  
14 time required for delivery of the Proposal. The Contracting Agency will not open or consider  
15 any Proposal when the DBE Utilization Certification is received after the time specified for  
16 receipt of Proposals or received in a location other than that specified for receipt of  
17 Proposals. The DBE Utilization Certification may be submitted in the same envelope as the  
18 Bid deposit.  
19

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

22 The DBE Written Confirmation Documents and/or GFE Documents are not required to be  
23 submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if  
24 any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The  
25 documents shall be received no later than 48 hours (not including Saturdays, Sundays and  
26 Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders  
27 shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder’s  
28 completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.  
29

30 **DBE Bid Item Breakdown (WSDOT form 272-054)**

31 The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a  
32 Supplement to the Bid. The documents shall be received no later than 48 hours (not including  
33 Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. The successful  
34 Bidder shall submit a completed DBE Bid Item Breakdown, however, minor errors and  
35 corrections to DBE Bid Item Breakdown will be returned for correction for a period up to five  
36 calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid  
37 Item Breakdown that are still incorrect after the correction period will be determined to be non-  
38 responsive.  
39

40 The DBE Bid Item Breakdown will not be included as part of the executed Contract.  
41

42 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
43 *(July 23, 2015 APWA GSP)*  
44

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

47 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
48 withdraw, revise, or supplement it if:  
49

- 50 1. The Bidder submits a written request signed by an authorized person and  
51 physically delivers it to the place designated for receipt of Bid Proposals, and

- 1           2. The Contracting Agency receives the request before the time set for receipt of
- 2           Bid Proposals, and
- 3           3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
- 4           Agency before the time set for receipt of Bid Proposals.

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

11  
12          Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
13          recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed  
14          requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

## 15 16          **Public Opening of Proposals**

17  
18          Section 1-02.12 is supplemented with the following:

19  
20          *(January 18, 2024 Chelan County GSP)*

### 21          **Date of Opening Bids**

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

23  
24                  At the Board of County Commissioners, 400 Douglas Street, Wenatchee,  
25                  Washington until 9:30:00 A.M. of the bid opening date.

26  
27          The bid opening date for this project is \*\*\* April 2, 2024 \*\*\*. Bids received will be publicly  
28          opened and read after 9:30:00 A. M. Pacific Time on this date.

### 29 30          **1-02.13 Irregular Proposals**

31          *(January 4, 2024 APWA GSP)*

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

- 34  
35          1. A Proposal will be considered irregular and will be rejected if:
- 36              a. The Bidder is not prequalified when so required;
  - 37              b. The Bidder adds provisions reserving the right to reject or accept the Award,  
38              or enter into the Contract;
  - 39              c. A price per unit cannot be determined from the Bid Proposal;
  - 40              d. The Proposal form is not properly executed;
  - 41              e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT  
42              Form 271-015), if applicable, as required in Section 1-02.6;
  - 43              f. The Bidder fails to submit or properly complete a Disadvantaged Business  
44              Enterprise Certification (WSDOT Form 272-056), if applicable, as required in  
45              Section 1-02.6;
  - 46              g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)  
47              from each DBE firm listed on the Bidder's completed DBE Utilization  
48              Certification that they are in agreement with the bidder's DBE participation  
49              commitment, if applicable, as required in Section 1-02.6, or if the written  
50              confirmation that is submitted fails to meet the requirements of the Special  
51              Provisions;

- 1 h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
2 as required in Section 1-02.6, or if the documentation that is submitted fails to  
3 demonstrate that a Good Faith Effort to meet the Condition of Award in  
4 accordance with Section 1-07.11;
- 5 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-  
6 054), if applicable, as required in Section 1-02.6, or if the documentation that  
7 is submitted fails to meet the requirements of the Special Provisions;
- 8 j. The Bid Proposal does not constitute a definite and unqualified offer to meet  
9 the material terms of the Bid invitation.
- 10
- 11 2. A Proposal may be considered irregular and may be rejected if:
- 12 a. The Proposal does not include a unit price for every Bid item;
- 13 b. Any of the unit prices are excessively unbalanced (either above or below the  
14 amount of a reasonable Bid) to the potential detriment of the Contracting  
15 Agency;
- 16 c. The authorized Proposal Form furnished by the Contracting Agency is not  
17 used or is altered;
- 18 d. The completed Proposal form contains unauthorized additions, deletions,  
19 alternate Bids, or conditions;
- 20 e. Receipt of Addenda is not acknowledged;
- 21 f. A member of a joint venture or partnership and the joint venture or  
22 partnership submit Proposals for the same project (in such an instance, both  
23 Bids may be rejected); or
- 24 g. If Proposal form entries are not made in ink.
- 25

#### 26 **1-02.14 Disqualification of Bidders**

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

28

29 Delete this section and replace it with the following:

30

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

33

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

39

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

51

1 **Award and Execution of Contract**

2  
3 **1-03.3 Execution of Contract**  
4 *(January 4, 2024 APWA GSP Option A)*

5  
6 This section is supplemented with the following:

7  
8 Within 5 calendar days of the Award date (not including Saturdays, Sundays and Holidays),  
9 the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058)  
10 when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056). The  
11 DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to  
12 perform the scope of work subcontracted to them.

13  
14 Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included  
15 as part of the executed Contract.

16  
17 DBE Trucking Credit Forms shall be submitted in one of the following ways:

- 18 1) By E-mail Josh.Patrick@co.chelan.wa.us or  
19 2) By Mail to: Chelan County Public Works  
20 316 Washington St Suite 402  
21 Wenatchee, WA 98801 or  
22 3) By Fax to: 509-667-6250  
23

24 **1-03.4 Contract Bond**  
25 *(July 23, 2015 APWA GSP)*

26  
27 Delete the first paragraph and replace it with the following:

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

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

- 1 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
- 2 the bond; and
- 3 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 4 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
- 5 by the president or vice president, unless accompanied by written proof of the
- 6 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
- 7 resolution, power of attorney, or a letter to such effect signed by the president or vice
- 8 president).
- 9

10 **1-03.7 Judicial Review**  
11 *(December 30, 2022 APWA GSP)*

12  
13 Revise this section to read:

14  
15 All decisions made by the Contracting Agency regarding the Award and execution of the

16 Contract or Bid rejection shall be conclusive subject to the scope of judicial review

17 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior

18 Court of the county where the Contracting Agency headquarters is located, provided that

19 where an action is asserted against a county, RCW 36.01.050 shall control venue and

20 jurisdiction.

21

22 **Scope of the Work**

23  
24 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
25 **Specifications, and Addenda**

26  
27 *(December 30, 2022 APWA GSP)*

28 Revise the second paragraph to read:

29  
30 Any inconsistency in the parts of the contract shall be resolved by following this order of

31 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

40 **1-04.4 Changes**  
41 *(January 19, 2022 APWA GSP)*

42  
43 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

44  
45  
46  
47  
48  
49  
50

1 **Control of Work**

2  
3 **1-05.7 Removal of Defective and Unauthorized Work**

4 *(October 1, 2005 APWA GSP)*

5  
6 Supplement this section with the following:

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

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

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

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

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

37  
38 **1-05.13 Superintendents, Labor and Equipment of Contractor**

39 *(August 14, 2013 APWA GSP)*

40  
41 Delete the sixth and seventh paragraphs of this section.

42  
43 **Cooperation with Other Contractors**

44  
45 Section 1-05.14 is supplemented with the following:

46  
47 ***(March 13, 1995)***

48 ***Other Contracts Or Other Work***

49 It is anticipated that the following work adjacent to or within the limits of this project will  
50 be performed by others during the course of this project and will require coordination of  
51 the work:

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\*\*\* Chelan County Public Works

1. Annual Chip Seal Project: Various Roads in Chelan County

Contact: Josh Patrick  
Contact Number: 509-667-6571

City of Leavenworth Projects

1. City Streets Chip Seal: Various Roads in Leavenworth

Contact: Tom Wachholder  
Contact Number: 509-548-5275

\*\*\*

**Control of Material**

Section 1-06 is supplemented with the following:

***Build America/Buy America***

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

***General Requirements***

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

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

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

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, though 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 Construction Materials do not include items of primarily iron or steel; manufactured  
35 products; cement and cementitious materials; aggregates such as stone, sand, or  
36 gravel; or aggregate binding agents or additives.  
37

38 If a Construction Material is not manufactured in the United States it shall be  
39 considered a Foreign Construction Material.  
40

- 41 2. Manufactured Product: A Manufactured product includes any item produced as a  
42 result of the manufacturing process. Items that consist of two or more of the listed  
43 construction materials that have been combined together through a manufacturing  
44 process, and items that include at least one of the listed materials combined with a  
45 material that is not listed through a manufacturing process, should be treated as  
46 manufactured products, rather than as construction materials.  
47  
48 3. Manufactured in the United States: A construction material will be considered as  
49 manufactured in the United States if all manufacturing processes have occurred in  
50 the United States.  
51  
52 4. Structural Steel: Defined as all structural steel products included in the project.

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

6 ***Steel and Iron Requirements***

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

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

15  
16 American-made material is defined as material having all manufacturing processes  
17 occurring domestically.  
18

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

25  
26 Manufacturing begins with the initial melting and mixing and continues through the coating  
27 stage. Any process which modifies the chemical content, the physical size or shape, or  
28 the final finish is considered a manufacturing process. The processes include rolling,  
29 extruding, machining, bending, grinding, drilling, welding, and coating. The action of  
30 applying a coating to steel or iron is deemed a manufacturing process. Coating includes  
31 epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or  
32 enhances the value of steel or iron. Any process from the original reduction from ore to  
33 the finished product constitutes a manufacturing process for iron.  
34

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

39 The following are considered to be steel manufacturing processes:

- 40  
41 1. Production of steel by any of the following processes:  
42  
43 a. Open hearth furnace.  
44  
45 b. Basic oxygen.  
46  
47 c. Electric furnace.  
48  
49 d. Direct reduction.  
50  
51 2. Rolling, heat treating, and any other similar processing.  
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- 3. Fabrication of the products:
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

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

***Manufactured Products***

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

***Construction Material Requirements***

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

***Waiver for De Minimis Costs***

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

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

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

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

1 **Approval of Materials Prior to Use**

2

3 Section 1-06.1 is supplemented with the following:

4

5 (April 3, 2017)

6 For each proposed material that is required to be submitted for approval using either the  
7 QPL or RAM process the Contractor will be allowed to submit for approval two material  
8 sources or manufacturers per material type at no cost. Additional material sources or  
9 manufacturers may be submitted for approval and will be processed at a cost of \$125.00  
10 per material source or manufacturer submitted by QPL submittal and \$400.00 per material  
11 submitted by RAM. All costs for processing additional material sources or manufacturers  
12 will be deducted from monies due or that may come due to the Contractor. Subject to a  
13 request by the Contractor and a determination by the Engineer the costs for processing  
14 may be waived.

15

16 **Acceptance of Materials**

17

18 **1-06.2(2)B Financial Incentive**

19 *(January 4, 2024 AWWA GSP)*

20

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

22

23 The maximum Composite Pay Factor shall be 1.00.

24

25 **1-06.6 Recycled Materials**

26 *(January 4, 2016 APWA GSP)*

27

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

29

30 The Contractor shall make their best effort to utilize recycled materials in the construction  
31 of the project. Approval of such material use shall be as detailed elsewhere in the  
32 Standard Specifications.

33

34 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
35 that were utilized in the construction of the project for each of the items listed in Section  
36 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
37 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material  
38 and aggregates from concrete returned to the supplier). The Contractor's report shall be  
39 provided on DOT form 350-075 Recycled Materials Reporting.

40

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

42

43 **1-07.1 Laws to be Observed**

44 *(October 1, 2005 APWA GSP)*

45

46 Supplement this section with the following:

47

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

50

1 The Washington State Department of Labor and Industries shall be the sole and  
2 paramount administrative agency responsible for the administration of the provisions of  
3 the Washington Industrial Safety and Health Act of 1973 (WISHA).  
4

5 The Contractor shall maintain at the project site office, or other well known place at the  
6 project site, all articles necessary for providing first aid to the injured. The Contractor  
7 shall establish, publish, and make known to all employees, procedures for ensuring  
8 immediate removal to a hospital, or doctor's care, persons, including employees, who  
9 may have been injured on the project site. Employees should not be permitted to work  
10 on the project site before the Contractor has established and made known procedures  
11 for removal of injured persons to a hospital or a doctor's care.  
12

13 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of  
14 the Contractor's plant, appliances, and methods, and for any damage or injury resulting  
15 from their failure, or improper maintenance, use, or operation. The Contractor shall be  
16 solely and completely responsible for the conditions of the project site, including safety  
17 for all persons and property in the performance of the work. This requirement shall apply  
18 continuously, and not be limited to normal working hours. The required or implied duty of  
19 the Engineer to conduct construction review of the Contractor's performance does not,  
20 and shall not, be intended to include review and adequacy of the Contractor's safety  
21 measures in, on, or near the project site.  
22

## 23 **1-07.2 State Taxes**

24

25 Delete this section, including its sub-sections, in its entirety and replace it with the following:  
26

### 27 **1-07.2 State Sales Tax** 28 *(June 27, 2011 APWA GSP)* 29

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

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

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

### 48 **1-07.2(1) State Sales Tax — Rule 171**

49

50 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
51 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
52 state, or by the United States, and which are used primarily for foot or vehicular traffic.

1 This includes storm or combined sewer systems within and included as a part of the  
2 street or road drainage system and power lines when such are part of the roadway  
3 lighting system. For work performed in such cases, the Contractor shall include  
4 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
5 amounts, including those that the Contractor pays on the purchase of the materials,  
6 equipment, or supplies used or consumed in doing the work.

7  
8 **1-07.2(2) State Sales Tax — Rule 170**  
9

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

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

27 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
28 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
29 consumable supplies not integrated into the project. Such sales taxes shall be included  
30 in the unit bid item prices or in any other contract amount.  
31

32 **1-07.2(3) Services**  
33

34 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
35 contract wholly for professional or other services (as defined in Washington State  
36 Department of Revenue Rules 138 and 244).  
37

38 *(January 18, 2024 Chelan County GSP)*

39 The work on this contract is to be performed upon lands whose ownership obligates the  
40 Contractor to pay State Sales tax. The provisions of Section 1-07.2(1) apply.  
41

42 **Fire Prevention and Merchantable Timber Requirements**  
43

44 Section 1-07.3 is supplemented with the following:  
45

46 (August 2, 2004)

47 The Forest Service Provisions, included in the Appendix to these Special Provisions, are  
48 made a part of this contract. The Contractor shall comply with the requirements of these  
49 Forest Service provisions at no additional cost to the Contracting Agency.  
50  
51

1 **Environmental Regulations**

2

3 Section 1-07.5 is supplemented with the following:

4

5 **(September 20, 2010)**

6 **Environmental Commitments**

7 The following Provisions summarize the requirements, in addition to those required  
8 elsewhere in the Contract, imposed upon the Contracting Agency by the various  
9 documents referenced in the Special Provision **Permits and Licenses**. Throughout the  
10 work, the Contractor shall comply with the following requirements:

11

12 (April 1, 2019)

13 The Contractor shall notify the Engineer a minimum of \*\*\* 5 \*\*\* calendar days prior  
14 to commencing any work in sensitive areas, mitigation areas, and wetland buffers.  
15 Installation of construction fencing is excluded from this notice requirement.

16

17 **(August 3, 2009)**

18 **Payment**

19 All costs to comply with this special provision for the environmental commitments and  
20 requirements are incidental to the contract and are the responsibility of the Contractor.  
21 The Contractor shall include all related costs in the associated bid prices of the contract.

22

23 **Permits and Licenses**

24

25 Section 1-07.6 is supplemented with the following:

26

27 (January 2, 2018)

28 The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of  
29 the permit(s) is attached as an appendix for informational purposes. Copies of these  
30 permits, including a copy of the Transfer of Coverage form, when applicable, are required  
31 to be onsite at all times.

32

33 Contact with the permitting agencies, concerning the below-listed permit(s), shall be  
34 made through the Engineer with the exception of when the Construction Stormwater  
35 General Permit coverage is transferred to the Contractor, direct communication with the  
36 Department of Ecology is allowed. The Contractor shall be responsible for obtaining  
37 Ecology’s approval for any Work requiring additional approvals (e.g. Request for  
38 Chemical Treatment Form). The Contractor shall obtain additional permits as necessary.  
39 All costs to obtain and comply with additional permits shall be included in the applicable  
40 Bid items for the Work involved.

41

42 \*\*\*

Permit or Approval	Permit #	Issuing Agency	Issued	Expires
Hydraulic Project Approval	2023-2-144+01	Department of Fish & Wildlife	12/01/2023	11/30/2028
	2023-2-145+01		12/01/2023	11/30/2028
	2023-2-146+01		12/01/2023	11/30/2028
	2023-2-147+01		12/01/2023	11/30/2028

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**Wages**

***General***

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

(January 10, 2024)

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. WA20240001.

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

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

*(December 30, 2022 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.

**Requirements for Nondiscrimination**

Section 1-07.11 is supplemented with the following:

(October 3, 2022)

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

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

Women - Statewide

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

1	Spokane, WA:	
2	SMSA Counties:	
3	Spokane, WA	2.8
4	WA Spokane.	
5	Non-SMSA Counties	3.0
6	WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA	
7	Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
8		
9	Richland, WA	
10	SMSA Counties:	
11	Richland Kennewick, WA	5.4
12	WA Benton; WA Franklin.	
13	Non-SMSA Counties	3.6
14	WA Walla Walla.	
15		
16	Yakima, WA:	
17	SMSA Counties:	
18	Yakima, WA	9.7
19	WA Yakima.	
20	Non-SMSA Counties	7.2
21	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
22		
23	Seattle, WA:	
24	SMSA Counties:	
25	Seattle Everett, WA	7.2
26	WA King; WA Snohomish.	
27	Tacoma, WA	6.2
28	WA Pierce.	
29	Non-SMSA Counties	6.1
30	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;	
31	WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA	
32	Thurston; WA Whatcom.	
33		
34	Portland, OR:	
35	SMSA Counties:	
36	Portland, OR-WA	4.5
37	WA Clark.	
38	Non-SMSA Counties	3.8
39	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
40		

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

46  
47 The Contractor's compliance with the Executive Order and the regulations in 41 CFR  
48 Part 60-4 shall be based on its implementation of the Equal Opportunity Clause,  
49 specific affirmative action obligations required by the specifications set forth in 41  
50 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female  
51 employment and training must be substantially uniform throughout the length of the  
52 contract, in each construction craft and in each trade, and the Contractor shall make

1 a good faith effort to employ minorities and women evenly on each of its projects.  
2 The transfer of minority or female employees or trainees from Contractor to  
3 Contractor or from project to project for the sole purpose of meeting the Contractor's  
4 goal shall be a violation of the contract, the Executive Order and the regulations in  
5 41 CFR Part 60-4. Compliance with the goals will be measured against the total  
6 work hours performed.  
7

8 3. The Contractor shall provide written notification to the Office of Federal Contract  
9 Compliance Programs (OFCCP) within 10 working days of award of any construction  
10 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for  
11 construction work under the contract resulting from this solicitation. The notification  
12 shall list the name, address and telephone number of the subcontractor; employer  
13 identification number of the subcontractor; estimated dollar amount of the  
14 subcontract; estimated starting and completion dates of the subcontract; and the  
15 geographical area in which the contract is to be performed. The notification shall be  
16 sent to:  
17

18 U.S. Department of Labor  
19 Office of Federal Contract Compliance Programs Pacific Region  
20 Attn: Regional Director  
21 San Francisco Federal Building  
22 90 – 7<sup>th</sup> Street, Suite 18-300  
23 San Francisco, CA 94103(415) 625-7800 Phone  
24 (415) 625-7799 Fax  
25

26 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered  
27 Area is as designated herein.  
28

29 Standard Federal Equal Employment Opportunity Construction Contract Specifications  
30 (Executive Order 11246)  
31

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

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- (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
- (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

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

1 training, subject to the availability of employment opportunities. Trainees must be  
2 trained pursuant to training programs approved by the U.S. Department of Labor.  
3

4 7. The Contractor shall take specific affirmative actions to ensure equal employment  
5 opportunity. The evaluation of the Contractor's compliance with these specifications  
6 shall be based upon its effort to achieve maximum results from its action. The  
7 Contractor shall document these efforts fully, and shall implement affirmative action  
8 steps at least as extensive as the following:  
9

10 a. Ensure and maintain a working environment free of harassment,  
11 intimidation, and coercion at all sites, and in all facilities at which the  
12 Contractor's employees are assigned to work. The Contractor, where  
13 possible, will assign two or more women to each construction project. The  
14 Contractor shall specifically ensure that all foremen, superintendents, and  
15 other on-site supervisory personnel are aware of and carry out the  
16 Contractor's obligation to maintain such a working environment, with  
17 specific attention to minority or female individuals working at such sites or  
18 in such facilities.  
19

20 b. Establish and maintain a current list of minority and female recruitment  
21 sources, provide written notification to minority and female recruitment  
22 sources and to community organizations when the Contractor or its unions  
23 have employment opportunities available, and maintain a record of the  
24 organizations' responses.  
25

26 c. Maintain a current file of the names, addresses and telephone numbers of  
27 each minority and female off-the-street applicant and minority or female  
28 referral from a union, a recruitment source or community organization and  
29 of what action was taken with respect to each such individual. If such  
30 individual was sent to the union hiring hall for referral and was not referred  
31 back to the Contractor by the union or, if referred, not employed by the  
32 Contractor, this shall be documented in the file with the reason therefor,  
33 along with whatever additional actions the Contractor may have taken.  
34

35 d. Provide immediate written notification to the Director when the union or  
36 unions with which the Contractor has a collective bargaining agreement has  
37 not referred to the Contractor a minority person or woman sent by the  
38 Contractor, or when the Contractor has other information that the union  
39 referral process has impeded the Contractor's efforts to meet its obligations.  
40

41 e. Develop on-the-job training opportunity and/or participate in training  
42 programs for the area which expressly include minorities and women,  
43 including upgrading programs and apprenticeship and trainee programs  
44 relevant to the Contractor's employment needs, especially those programs  
45 funded or approved by the U.S. Department of Labor. The Contractor shall  
46 provide notice of these programs to the sources compiled under 7b above.  
47

48 f. Disseminate the Contractor's EEO policy by providing notice of the policy  
49 to unions and training programs and requesting their cooperation in  
50 assisting the Contractor in meeting its EEO obligations; by including it in  
51 any policy manual and collective bargaining agreement; by publicizing it in  
52 the company newspaper, annual report, etc.; by specific review of the policy

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with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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



1 efforts to ensure equal employment opportunity. If the Contractor fails to comply with  
2 the requirements of the Executive Order, the implementing regulations, or these  
3 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.  
4

5 14. The Contractor shall designate a responsible official to monitor all employment  
6 related activity to ensure that the company EEO policy is being carried out, to submit  
7 reports relating to the provisions hereof as may be required by the government and  
8 to keep records. Records shall at least include, for each employee, their name,  
9 address, telephone numbers, construction trade, union affiliation if any, employee  
10 identification number when assigned, social security number, race, sex, status (e.g.,  
11 mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours  
12 worked per week in the indicated trade, rate of pay, and locations at which the work  
13 was performed. Records shall be maintained in an easily understandable and  
14 retrievable form; however, to the degree that existing records satisfy this requirement,  
15 the Contractors will not be required to maintain separate records.  
16

17 15. Nothing herein provided shall be construed as a limitation upon the application of  
18 other laws which establish different standards of compliance or upon the application  
19 of requirements for the hiring of local or other area residents (e.g., those under the  
20 Public Works Employment Act of 1977 and the Community Development Block Grant  
21 Program).  
22

23 16. Additional assistance for Federal Construction Contractors on contracts  
24 administered by Washington State Department of Transportation or by Local  
25 Agencies may be found at:  
26

27 Washington State Dept. of Transportation  
28 Office of Equity and Civil Rights  
29 PO Box 47314  
30 310 Maple Park Ave. SE  
31 Olympia WA  
32 98504-7314  
33 Ph: 360-705-7090  
34 Fax: 360-705-6801  
35 <http://www.wsdot.wa.gov/equalopportunity/default.htm>  
36

### 37 **1-07.11 Requirements for Nondiscrimination**

38 *(October 1, 2020 APWA GSP, Option B)*  
39

40 Supplement this section with the following:  
41

#### 42 ***Disadvantaged Business Enterprise Participation***

43 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and  
44 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract.  
45 Demonstrating compliance with these Specifications is a Condition of Award (COA) of this  
46 Contract. Failure to comply with the requirements of this Specification may result in your  
47 Bid being found to be nonresponsive resulting in rejection or other sanctions as provided  
48 by Contract.  
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#### 50 **DBE Abbreviations and Definitions**

51 **Broker** – A business firm that provides a bona fide service, such as professional,  
52 technical, consultant or managerial services and assistance in the procurement

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of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or, persons/companies who arrange or expedite transactions.

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

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

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

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

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

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

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

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

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

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

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

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

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

DBE participation is only credited upon payment to the DBE.

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

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

**DBE Subcontractor**  
Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces and is certified to perform. The value of work performed by the DBE includes the cost of supplies and materials purchased by the DBE and equipment leased by the DBE, for its work on the contract. Supplies, materials

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or equipment obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not be eligible for DBE credit.

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

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

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

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

**DBE Subcontract and Lower Tier Subcontract Documents**

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

**DBE Service Provider**

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

**Force Account Work**

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

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

**Temporary Traffic Control**

If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the

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DBE. The DBE firm shall also provide all flagging equipment for it's employees (e.g. paddles, hard hats, and vests).

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

**Trucking**

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

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

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

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

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

**DBE Manufacturer and DBE Regular Dealer**

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

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

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

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

10  
11 Note: Requests to be listed as a Regular Dealer will only be processed if the  
12 requesting firm is a material supplier certified by the Office of Minority  
13 and Women's Business Enterprises in a NAICS code that falls within  
14 the 42XXXX NAICS Wholesale code section.

15  
16 **Disadvantaged Business Enterprise Utilization**

17 To be eligible for award of the Contract, the Bidder shall properly complete and  
18 submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the  
19 Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal.  
20 The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder  
21 intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form  
22 272-056) is included in the Proposal package for this purpose as well as instructions  
23 on how to properly fill out the form.

24  
25 The Bidder is advised that the items listed below when listed in the Utilization  
26 Certification must have their amounts reduced to the percentages shown and those  
27 reduced amounts will be the amount applied towards meeting the DBE COA Goal.

- 28  
29
  - Force account at 50%
  - Regular dealer at 60%

30  
31  
32 In the event of arithmetic errors in completing the DBE Utilization Certification, the  
33 amount listed to be applied towards the DBE COA Goal for each DBE shall govern  
34 and the DBE total amount shall be adjusted accordingly.

35  
36 Note: The Contracting Agency shall consider as non-responsive and shall  
37 reject any Bid Proposal submitted that does not contain a DBE  
38 Utilization Certification Form that accurately demonstrates how the  
39 Bidder intends to meet the DBE COA Goal.

40  
41 **Disadvantaged Business Enterprise Written Confirmation Document(s)**

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

47  
48 The Confirmation Documents provide confirmation from the DBEs that they are  
49 participating in the Contract as provided in the Bidder's Commitment. The  
50 Confirmation Documents must be consistent with the Utilization Certification.

51

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

3  
4 The form(s) shall be received as specified in the special provisions for Section 1-02.9  
5 Delivery of Proposal.

6  
7 It is prohibited for the Bidder to require a DBE to submit a Written Confirmation  
8 Document with any part of the form left blank. Should the Contracting Agency  
9 determine that an incomplete Written Confirmation Document was signed by a DBE,  
10 the validity of the document comes into question. The associated DBE participation  
11 may not receive credit.

12  
13 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

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

19  
20 Achieving the DBE COA Goal may be accomplished in one of two ways:

21  
22 1. By meeting the DBE COA Goal  
23 Submission of the DBE Utilization Certification, supporting DBE Written  
24 Confirmation Document(s) showing the Bidder has obtained enough DBE  
25 participation to meet or exceed the DBE COA Goal, the DBE Bid Item  
26 Breakdown and the DBE Trucking Credit Form, if applicable.

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28 2. By documentation that the Bidder made adequate GFE to meet the DBE  
29 COA Goal  
30 The Bidder may demonstrate a GFE in whole or part through GFE  
31 documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient  
32 DBE participation have been unsuccessful. The Bidder must supply GFE  
33 documentation in addition to the DBE Utilization Certification, supporting  
34 DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form  
35 and the DBE Trucking Credit Form, if applicable.

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

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

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

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48 **Good Faith Effort (GFE) Documentation**

49 GFE is evaluated when:

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51 1. Determining award of a Contract that has COA goal,

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2. When a COA DBE is terminated and substitution is required, and
3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.
3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
  - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.
  - b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

**Administrative Reconsideration of GFE Documentation**

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

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

**DBE Bid Item Breakdown**

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

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**DBE Trucking Credit Form**

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

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

**Procedures between Award and Execution**

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

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

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

**Procedures after Execution**

**Commercially Useful Function (CUF)**

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

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

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision. The DBE

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shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

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

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

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

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

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

**Joint Checking**

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

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

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

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

**Prompt Payment**

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

**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 by email to the following email address

\*\*\* NCRRegionOEO@wsdot.wa.gov \*\*\*

The prime contractor shall notify the Engineer in writing within five calendar days of subcontract submittal.

**Reporting**

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

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

**Changes in COA Work Committed to DBE**

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

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**Owner Initiated Changes**

In instances where the Engineer makes changes that result in changes to Work that was committed to a COA DBE the Contractor may be directed to substitute for the Work.

**Contractor Initiated Changes**

The Contractor cannot change the scope or reduce the amount of work committed to a COA DBE without good cause. Reducing DBE Commitment is viewed as partial DBE termination, and therefore subject to the termination procedures below.

**Original Quantity Underruns**

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

**Contractor Proposed DBE Substitutions**

Requests to substitute a COA DBE must be for good cause (see DBE termination process below), and requires prior written approval of the Engineer. After receiving a termination with good cause approval, the Contractor may only replace a DBE with another certified DBE. When any changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall have been 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 Engineer. If the Contractor terminates a COA DBE without the prior written approval of the Engineer, 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 (5) 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 documentation of GFE). 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.

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

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

- The DBE fails or refuses to execute a written contract.

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- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

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

### **Decertification**

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

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

#### **Breach of Contract**

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

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

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

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

**Notice**

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

**Sanctions**

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

**Payment**

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

***Contractual Requirements***

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

(January 24, 2024)

- 11. The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:
  - a. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

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- b. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
  
- c. Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
  
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

**Federal Agency Inspection**

Section 1-07.12 is supplemented with the following:

***(October 3, 2023)***  
***Required Federal Aid Provisions***

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

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

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

### 9 ***Private/Public Property***

#### 10 **Private Property**

11  
12 Section 1-07.16(1)C is supplemented with the following:  
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14 (October 3, 2022)

15 The Contractor shall not access the worksite from adjacent properties without  
16 permission from the Engineer. The Contractor shall submit a Type 2 Working  
17 Drawing to the Engineer in accordance with Section 1-05.3 prior to accessing  
18 the project site from adjacent properties. The Working Drawing shall include the  
19 methods, materials, equipment, and restoration measures used to access the  
20 worksite.  
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#### 23 **Utilities and Similar Facilities**

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25 Section 1-07.17 is supplemented with the following:  
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27 (April 2, 2007)

28 Locations and dimensions shown in the Plans for existing facilities are in accordance with  
29 available information obtained without uncovering, measuring, or other verification.  
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31 The following addresses and telephone numbers of utility companies known or suspected  
32 of having facilities within the project limits are supplied for the Contractor's convenience:  
33

#### 34 **\*\*\* Storm Water**

35 Chelan County Public Works  
36 316 Washington St. Suite 402  
37 Wenatchee, WA 98801  
38 Attn: Jim Peterson  
39 Phone: 509-667-6496  
40

#### 41 **Irrigation**

42 Entiat Irrigation District  
43 Attn: Misty Marcyes  
44 Phone: 425-879-6666  
45 Email: Misty.entiatirrigationdistrict@gmail.com  
46

#### 47 **Water**

48 Peshastin Water District  
49 222 Chumstick Hwy  
50 Leavenworth, WA 98826  
51 Attn: Jason Williams  
52

1 Phone: 509-548-5266  
2 Email: waterdept@peshastin.org

3  
4 Power, Water, & Fiber Optic  
5 Chelan County PUD No. 1  
6 327 N. Wenatchee Ave.  
7 Wenatchee, WA 98801  
8 Attn: Jeff Mitchell  
9 Phone: 509-668-1386

10  
11 Fiber Optic  
12 Sprint  
13 2210 S. 35<sup>th</sup> St.  
14 Tacoma, WA 98409  
15 Attn: Steve Schauer  
16 Phone: 253-476-6655

17  
18 Natural Gas  
19 Cascade Natural Gas  
20 205 7<sup>th</sup> St.  
21 Wenatchee, WA 98801  
22 Phone: 1-888-522-1130

23  
24 Telephone & Fiber Optic  
25 Ziplly Fiber  
26 Attn: Steve Johnston  
27 Phone: 509-662-1142

28  
29 Cable Television  
30 Charter Communications  
31 145 Easy Street  
32 Wenatchee, WA 98801  
33 Phone: 866-874-2389

34  
35 **CALL BEFORE YOU DIG**  
36 Utility Notification Center  
37 1-800-424-5555 (or 811) \*\*\*

38  
39 **1-07.18 Public Liability and Property Damage Insurance**

40  
41 Delete this section in its entirety, and replace it with the following:

42  
43 **1-07.18 Insurance**  
44 *(January 4, 2024 APWA GSP)*

45  
46 **1-07.18(1) General Requirements**

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

52

- 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.  
48

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

1 **Public Convenience and Safety**

2  
3 **Construction Under Traffic**

4  
5 Section 1-07.23(1) is supplemented with the following:

6 (\*\*\*\*\*)

7 **Lane Closure Restrictions**

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

9  
10 \*\*\* Lane closures, utilizing flaggers or AFADS, will only be allowed from 6:00  
11 a.m. to 6:00 p.m. Monday through Friday of any week. \*\*\*

12  
13 If the Engineer determines the permitted closure hours adversely affect traffic, the  
14 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor  
15 in writing of any change in the closure hours. Exceptions to these restrictions are  
16 listed below and when applicable take precedence over closures listed above. The  
17 Engineer may also consider on a case-by-case basis additional exceptions following  
18 a written request by the Contractor.

19  
20 When flaggers or AFADs are used, lane, ramp, shoulder, and roadway closures are  
21 not allowed on any of the following:

- 22  
23 1. A holiday,  
24  
25 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or  
26 Monday are considered a holiday weekend. A holiday weekend includes  
27 Saturday, Sunday, and the holiday.  
28  
29 3. After \*\*\* 12:01 a.m. \*\*\* on the day prior to a holiday or holiday weekend,  
30 and  
31  
32 4. Before \*\*\* 12:01 p.m. \*\*\* on the day after the holiday or holiday weekend.

33  
34 **Traffic Delay Restrictions**

35 When Automated Flagger Assistance Devices (AFADs) or flaggers are used to  
36 control traffic, traffic shall not be stopped for more than \*\*\* 15 \*\*\* minutes at any time.  
37 All traffic congestion shall be allowed to clear before traffic is delayed again.

38  
39 If the delay becomes greater than \*\*\* 15 \*\*\* minutes, the Contractor shall immediately  
40 begin to take action to cease the operations that are causing the delays. If the \*\*\* 15  
41 \*\*\* minute delay limit has been exceeded, as determined by the Engineer, the  
42 Contractor shall provide to the Engineer, a written proposal to revise his work  
43 operations to meet the \*\*\* 15 \*\*\* minute limit. This proposal shall be accepted by the  
44 Engineer prior to resuming any work requiring traffic control.

45  
46 There shall be no delay to medical, fire, or other emergency vehicles. The Contractor  
47 shall alert all flaggers and personnel of this requirement.

48  
49 **Full Roadway Closure Restrictions**

50 The lane closure restrictions and traffic delay restrictions listed above do not apply  
51 to full roadway closure restrictions.

1  
2 Unless otherwise approved by the Engineer, the Peshastin Bridge closure shall begin  
3 on June 17, 2024 at 6:00 a.m. Refer to section 1-08.5 for time requirements.  
4

5 Unless otherwise approved by the Engineer, the Contractor shall close Peshastin  
6 Bridge, Bridge No. 411A to all traffic to perform the following Work:  
7

- 8 1. Installation and removal of process wastewater protection/containment  
9 devices;
- 10 2. Removal and construction of expansion joints;
- 11 3. Scarifying the concrete surface;
- 12 4. Deck Repair;
- 13 5. Placing, finishing, and curing concrete overlay;
- 14 6. Sealing and texturing concrete overlay;
- 15 7. Installation of drainage items and
- 16 8. Paving approach areas and installing pavement markings.

17  
18 Prior to closing the Peshastin Bridge, the Contractor shall have all Construction Signs  
19 Class A and all necessary Work related to the approved detour in place and  
20 operational.  
21

22 To a feasible extent, the Contractor shall allow emergency vehicles to cross the  
23 bridge during the closure. The Contractor shall notify the Contracting Agency, a  
24 minimum of 3 working days prior to conducting Work that does not allow emergency  
25 vehicles across the bridge.  
26

27 The Contractor will be allowed to close the Peshastin Bridge one time only unless  
28 otherwise approved or directed by the Engineer.  
29

30 For Work at the four other bridge locations, at least one lane shall remain open to  
31 traffic at all times, per the approved Traffic Control Plans.  
32

### 33 **Advance Notification**

34 Prior to closing the Peshastin Bridge, the Contractor shall submit a schedule showing  
35 the sequence and duration of all Work to be completed within the closure. The  
36 schedule shall show all Work being completed within the specified working days for  
37 the full roadway closure. The schedule shall be submitted to the Engineer for  
38 approval a minimum of 10 working days in advance of the bridge closure.  
39

40 The Contractor shall notify the Engineer in writing of any traffic impacts related to  
41 lane closure, shoulder closure, sidewalk closure, or any combination for the week by  
42 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.  
43

44 The Contractor shall furnish and install information signs that provide advance  
45 notification of a ramp closure, roadway closure, or both, a minimum of \*\*\* 5 \*\*\*  
46 working days prior to the closure. Sign locations, messages, letter sizes, and sign  
47 sizes are shown in the Plans.  
48

49 The Contractor shall notify the Engineer, in writing, of any changes to the stated traffic  
50 impacts a minimum of 48 hours prior to the traffic impacts.  
51

1 **1-07.24 Rights of Way**  
2 *(July 23, 2015 APWA GSP)*

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

5  
6 Street Right of Way lines, limits of easements, and limits of construction permits are  
7 indicated in the Plans. The Contractor's construction activities shall be confined within  
8 these limits, unless arrangements for use of private property are made.

9  
10 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
11 way and easements, both permanent and temporary, necessary for carrying out the  
12 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
13 Contractor's attention by a duly issued Addendum.

14  
15 Whenever any of the work is accomplished on or through property other than public  
16 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
17 easement agreement obtained by the Contracting Agency from the owner of the private  
18 property. Copies of the easement agreements may be included in the Contract  
19 Provisions or made available to the Contractor as soon as practical after they have been  
20 obtained by the Engineer.

21  
22 Whenever easements or rights of entry have not been acquired prior to advertising,  
23 these areas are so noted in the Plans. The Contractor shall not proceed with any portion  
24 of the work in areas where right of way, easements or rights of entry have not been  
25 acquired until the Engineer certifies to the Contractor that the right of way or easement is  
26 available or that the right of entry has been received. If the Contractor is delayed due to  
27 acts of omission on the part of the Contracting Agency in obtaining easements, rights of  
28 entry or right of way, the Contractor will be entitled to an extension of time. The  
29 Contractor agrees that such delay shall not be a breach of contract.

30  
31 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This  
32 includes entry onto easements and private property where private improvements must  
33 be adjusted.

34  
35 The Contractor shall be responsible for providing, without expense or liability to the  
36 Contracting Agency, any additional land and access thereto that the Contractor may  
37 desire for temporary construction facilities, storage of materials, or other Contractor  
38 needs. However, before using any private property, whether adjoining the work or not,  
39 the Contractor shall file with the Engineer a written permission of the private property  
40 owner, and, upon vacating the premises, a written release from the property owner of  
41 each property disturbed or otherwise interfered with by reasons of construction pursued  
42 under this contract. The statement shall be signed by the private property owner, or  
43 proper authority acting for the owner of the private property affected, stating that  
44 permission has been granted to use the property and all necessary permits have been  
45 obtained or, in the case of a release, that the restoration of the property has been  
46 satisfactorily accomplished. The statement shall include the parcel number, address,  
47 and date of signature. Written releases must be filed with the Engineer before the  
48 Completion Date will be established.

49  
50

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 *(October 10, 2008 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 establish normal working hours for the work;
- 22 5. To review safety standards and traffic control; and
- 23 6. To discuss such other related items as may be pertinent to the work.

24

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

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

29

30 Add the following new section:

31

32 **1-08.0(2) Hours of Work**

33 *(\*\*\*\*\*)*

34 Except in the case of emergency or unless otherwise approved by the Engineer, the  
35 normal working hours for the Contract shall be 6:00 a.m. to 6:00 p.m. for any day in  
36 which Work is performed. The Contractor shall identify the hours they intend to work on  
37 their submitted schedule.

38

39 The Contractor shall request approval from the Engineer to deviate from the approved  
40 working hours no later than noon on the working day prior to the day for which the  
41 Contractor is requesting a deviation.

42

43 Work outside the approved working hours may be subject to noise control requirements.  
44 The Engineer may revoke any work hour deviation for any reason.

45

46

47

1 **1-08.1 Subcontracting**  
2 *(December 30, 2022 APWA GSP, Option A)*

3  
4 Section 1-08.1 is supplemented with the following:

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

12  
13 A subcontractor or lower tier subcontractor will not be permitted to perform any work  
14 under the contract until the following documents have been completed and submitted to  
15 the Engineer:

- 16  
17 1. Request to Sublet Work (WSDOT Form 421-012), and  
18  
19 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-  
20 aid Projects (WSDOT Form 420-004).

21  
22 The Contractor shall submit to the Engineer a completed Monthly Retainage Report  
23 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress  
24 payment until every subcontractor and lower tier subcontractor's retainage has been  
25 released.

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

34  
35 ***Payments to Subcontractors and Lower-Tier Subcontractors***

36  
37 **Subcontractor Retainage**

38  
39 The first sentence in the last paragraph of Section 1-08.1(7)C is revised to read:

40  
41 (February 13, 2024)  
42 If the Contractor fails to comply with the requirements of this Section and the  
43 first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the  
44 Contractor will be subject to the actions described in Section 1-08.1(10).

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50

**Required Subcontract Clauses**

**Clauses Required in Subcontracts of All Tiers**

The second paragraph of Section 1-08.1(9)B is supplemented with the following:

(January 24, 2024)

16. 1-07.11 **Requirements for Nondiscrimination** – Item 11 from Section 1-07.11(2).

**Progress Schedule**

**Progress Schedule Types**

**1-08.3(2)A Type A Progress Schedule**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

The Contractor shall submit 5 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.

**Prosecution of Work**

The first sentence of Section 1-08.4 is revised to read:

(August 3, 2015)

The Contractor shall commence onsite work on or before \*\*\* June 17, 2024 \*\*\* and shall notify the Engineer in writing a minimum of 10 calendar days in advance of the date on which the Contractor intends to begin work.

**Time for Completion**

Section 1-08.5 is supplemented with the following:

(December 4, 2006)

This project shall be physically completed within \*\*\* 80 \*\*\* working days.

Contract time shall begin on the first working day the Contractor starts onsite work or \*\*\* June 17, 2024 \*\*\*, whichever occurs first.

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

The Contractor shall close the Peshastin Bridge to perform the work as specified in the **Full Roadway Closure Restrictions**. The Peshastin Bridge closure shall be completed in 26 working days. Each calendar day the bridge is closed will be counted as a working day, including weekends and Holidays.

1 **1-08.9 Liquidated Damages**  
2 *(March 3, 2021 APWA GSP, Option A)*

3  
4 Replace Section 1-08.9 with the following:

5  
6 Time is of the essence of the Contract. Delays inconvenience the traveling public,  
7 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.  
8 Delays also cost tax payers undue sums of money, adding time needed for  
9 administration, engineering, inspection, and supervision.

10  
11 Accordingly, the Contractor agrees:

- 12  
13 1. To pay liquidated damages in the amount of \*\*\* \$1300.00 \*\*\* for each working  
14 day beyond the number of working days established for Physical Completion,  
15 and  
16  
17 2. To authorize the Engineer to deduct these liquidated damages from any  
18 money due or coming due to the Contractor.

19  
20 When the Contract Work has progressed to Substantial Completion as defined in the  
21 Contract, the Engineer may determine the Contract Work is Substantially Complete. The  
22 Engineer will notify the Contractor in writing of the Substantial Completion Date. For  
23 overruns in Contract time occurring after the date so established, liquidated damages  
24 identified above will not apply. For overruns in Contract time occurring after the  
25 Substantial Completion Date, liquidated damages shall be assessed on the basis of  
26 direct engineering and related costs assignable to the project until the actual Physical  
27 Completion Date of all the Contract Work. The Contractor shall complete the remaining  
28 Work as promptly as possible. Upon request by the Project Engineer, the Contractor  
29 shall furnish a written schedule for completing the physical Work on the Contract.

30  
31 Liquidated damages will not be assessed for any days for which an extension of time is  
32 granted. No deduction or payment of liquidated damages will, in any degree, release the  
33 Contractor from further obligations and liabilities to complete the entire Contract.

34  
35 **Measurement and Payment**

36  
37 **Weighing Equipment**

38  
39 **1-09.2(1) General Requirements for Weighing Equipment**  
40 *(January 4, 2024 APWA GSP, Option B)*

41  
42 Revise item 4 of the fifth paragraph to read:

- 43  
44 4. Test results and scale weight records for each day's hauling operations are provided  
45 to the Engineer daily. Reporting shall utilize WSDOT form 422-027A, Scaleman's  
46 Daily Report, unless the printed ticket contains the same information that is on the  
47 Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare  
48 weights for each truck on the printed ticket.  
49

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 **1-09.7 Mobilization**  
23 *(December 30, 2022 APWA GSP)*

24  
25 Delete this Section and replace it with the following:

26  
27 Mobilization consists of preconstruction expenses and the costs of preparatory Work and  
28 operations performed by the Contractor typically occurring before 10 percent of the total  
29 original amount of an individual Bid Schedule is earned from other Contract items on that  
30 Bid Schedule. Items which are not to be included in the item of Mobilization include but  
31 are not limited to:

- 32  
33 1. Portions of the Work covered by the specific Contract item or incidental Work  
34 which is to be included in a Contract item or items.  
35 2. Profit, interest on borrowed money, overhead, or management costs.  
36 3. Costs incurred for mobilizing equipment for force account Work.

37  
38 Based on the lump sum Contract price for “Mobilization”, partial payments will be made as  
39 follows:

- 40  
41 1. When 5 percent of the total original Bid Schedule amount is earned from other  
42 Contract items on that original Bid Schedule, excluding amounts paid for  
43 materials on hand, 50 percent of the Bid Item for mobilization on that original Bid  
44 Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the  
45 total original Contract amount, whichever is the least, will be paid.  
46 2. When 10 percent of the total original Bid Schedule amount is earned from other  
47 Contract items on that original Bid Schedule, excluding amounts paid for  
48 materials on hand, 100 percent of the Bid Item for mobilization on that original Bid  
49 Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of  
50 the total original Contract amount, whichever is the least, will be paid.  
51 3. When the Substantial Completion Date has been established for the project,  
52 payment of any remaining amount Bid for mobilization will be paid.

1 Nothing herein shall be construed to limit or preclude partial payments otherwise provided  
2 by the Contract.

3  
4 **1-09.9 Payments**  
5 *(December 30, 2022 APWA GSP)*

6  
7 Section 1-09.9 is revised to read:

8  
9 The basis of payment will be the actual quantities of Work performed according to the  
10 Contract and as specified for payment.

11  
12 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
13 Preconstruction Conference, to enable the Project Engineer to determine the Work  
14 performed on a monthly basis. A breakdown is not required for lump sum items that  
15 include a basis for incremental payments as part of the respective Specification. Absent  
16 a lump sum breakdown, the Project Engineer will make a determination based on  
17 information available. The Project Engineer's determination of the cost of work shall be  
18 final.

19  
20 Progress payments for completed work and material on hand will be based upon  
21 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
22 established at the preconstruction conference.

23  
24 The initial progress estimate will be made not later than 30 days after the Contractor  
25 commences the work, and successive progress estimates will be made every month  
26 thereafter until the Completion Date. Progress estimates made during progress of the  
27 work are tentative, and made only for the purpose of determining progress payments.  
28 The progress estimates are subject to change at any time prior to the calculation of the  
29 final payment.

30  
31 The value of the progress estimate will be the sum of the following:

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

41  
42 Progress payments will be made in accordance with the progress estimate less:

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

47  
48 Progress payments for work performed shall not be evidence of acceptable performance  
49 or an admission by the Contracting Agency that any work has been satisfactorily  
50 completed. The determination of payments under the contract will be final in accordance  
51 with Section 1-05.1.

1 Failure to perform obligations under the Contract by the Contractor may be decreed by the  
2 Contracting Agency to be adequate reason for withholding any payments until compliance  
3 is achieved.  
4

5 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due  
6 the Contractor under the Contract will be paid based upon the final estimate made by the  
7 Engineer and presentation of a Final Contract Voucher Certification to be signed by the  
8 Contractor. The Contractor's signature on such voucher shall be deemed a release of all  
9 claims of the Contractor unless a Certified Claim is filed in accordance with the  
10 requirements of Section 1-09.11 and is expressly excepted from the Contractor's  
11 certification on the Final Contract Voucher Certification. The date the Contracting Agency  
12 signs the Final Contract Voucher Certification constitutes the final acceptance date  
13 (Section 1-05.12).  
14

15 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher  
16 Certification or any other documentation required for completion and final acceptance of  
17 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for  
18 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the  
19 Contract. Unilateral final acceptance will occur only after the Contractor has been provided  
20 the opportunity, by written request from the Engineer, to voluntarily submit such  
21 documents. If voluntary compliance is not achieved, formal notification of the impending  
22 establishment of a Completion Date and unilateral final acceptance will be provided by  
23 email with delivery confirmation from the Contracting Agency to the Contractor, which will  
24 provide 30 calendar days for the Contractor to submit the necessary documents. The 30  
25 calendar day period will begin on the date the email with delivery confirmation is received  
26 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract  
27 Voucher Certification shall constitute the Completion Date and the final acceptance date  
28 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the  
29 Contract will apply to Contracts that are Physically Completed in accordance with Section  
30 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral  
31 final acceptance of the Contract by the Contracting Agency does not in any way relieve  
32 the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,  
33 ordinances, and regulations that affect the Work under the Contract.  
34

35 Payment to the Contractor of partial estimates, final estimates, and retained percentages  
36 shall be subject to controlling laws.  
37

### 38 ***Retainage***

39  
40 Section 1-09.9(1) content and title is deleted and replaced with the following:

41  
42 **(June 27, 2011)**  
43 **Vacant**  
44

## 45 **Disputes and Claims**

### 46 **1-09.11(3) Time Limitation and Jurisdiction** 47 *(December 30, 2022 APWA GSP)* 48

49  
50 Revise this section to read:  
51

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

15

## 16 **Claims Resolution**

17

### 18 **1-09.13(3)A Arbitration General**

19 *(January 19, 2022 APWA GSP)*

20

21 Revise the third paragraph to read:

22

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

30

### 31 **1-09.13(4) Venue for Litigation**

32 *(December 30, 2022 APWA GSP)*

33

34 Revise this section to read:

35

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

42

## 43 **Temporary Traffic Control**

44

### 45 **Traffic Control Management**

46

#### 47 ***General***

48

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

50

51 (October 3, 2022)

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

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

Evergreen Safety Council  
12545 135<sup>th</sup> Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778  
<https://www.esc.org>

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

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

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.kndservices.net>

**1-10.2(3) Conformance to Established Standards**

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

*(January 18, 2024 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.

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**Traffic Control Labor, Procedures and Devices**

***Traffic Control Labor***

**Flaggers**

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

*(January 18, 2024 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.

**Construction Signs**

The third paragraph of Section 1-10.3(3)A is revised to read:

*(February 13, 2024)*

All signs that conflict with the current traffic configuration or the current sign configuration shall either be removed or completely covered in accordance with Section 8-21.3(3). If coverings are in place for 7 calendar days or less, in lieu of Section 8-21.3(3), the signs may be covered in accordance with the following requirements:

1. Sheeting shall be either ¼-inch plywood or ⅛-inch thick ABS plastic.
2. No damage shall occur to the face of the sign being covered.
3. The sheeting shall be non-reflective and black in color with U-brackets attached to hook the sign covering over the top of the conflicting signs.
4. A 2 by 2-inch wooden handle or a PVC conduit of 2-inch nominal diameter handle shall be attached to install and remove the sign covering.
5. The handle shall be secured to the signpost with a plastic “zip” tie until the sign covering is removed.

Existing speed limit signs shall be uncovered when temporary reduced speed limit signs are not in place.

**Division 5**  
**Surface Treatments and Pavements**

**5-04 Hot Mix Asphalt**  
*(January 31, 2023 APWA GSP)*

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

**5-04.1 Description**

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

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

**5-04.2 Materials**

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

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

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

5  
6 Production of aggregates shall comply with the requirements of Section 3-01.  
7 Preparation of stockpile site, the stockpiling of aggregates, and the removal of  
8 aggregates from stockpiles shall comply with the requirements of Section 3-02.  
9

10 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

11 If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List  
12 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).  
13

14 **5-04.2(1)A Vacant**

15  
16 **5-04.2(2) Mix Design - Obtaining Project Approval**

17 No paving shall begin prior to the approval of the mix design by the Engineer.  
18

19 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA  
20 in the Contract documents.  
21

22 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA  
23 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,  
24 gores, prelevel, temporary pavement, and pavement repair. Other nonstructural  
25 applications of HMA accepted by commercial evaluation shall be as approved by the  
26 Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will  
27 be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted  
28 by commercial evaluation will be excluded from the quantities used in the determination  
29 of nonstatistical evaluation.  
30

31 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the Contractor  
32 shall provide one of the following mix design verification certifications for Contracting  
33 Agency review;  
34

- 35 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or  
36 one of the mix design verification certifications listed below.
- 37 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and  
38 certification (stamp & signature) of a valid licensed Washington State  
39 Professional Engineer.
- 40 • The Mix Design Report for the proposed HMA mix design developed by a  
41 qualified City or County laboratory that is within one year of the approval date.  
42

43 The mix design shall be performed by a lab accredited by a national authority such as  
44 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
45 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO  
46 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:  
47 resource proficiency sample program.  
48

49 Mix designs for HMA accepted by Nonstatistical evaluation shall:  
50

- 51 • Be designed for **\*\*\*0.3 to 3.0\*\*\*** million equivalent single axle loads (ESALs).

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

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

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

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

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

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

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

**5-04.3 Construction Requirements**

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

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

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

**Minimum Surface Temperature for Paving**

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

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

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

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

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

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

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

**5-04.3(3) Equipment**

**5-04.3(3)A Mixing Plant**

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous

1 supply of asphalt binder to the mixer at a uniform average temperature with no  
2 individual variations exceeding 25°F. Also, when a WMA additive is included in  
3 the asphalt binder, the temperature of the asphalt binder shall not exceed the  
4 maximum recommended by the manufacturer of the WMA additive.  
5

6 **4. Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped  
7 with a mechanical sampler for the sampling of the mineral materials. The  
8 mechanical sampler shall meet the requirements of Section 1-05.6 for the  
9 crushing and screening operation. The Contractor shall provide for the setup and  
10 operation of the field-testing facilities of the Contracting Agency as provided for in  
11 Section 3-01.2(2).  
12

13 **5. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the  
14 following methods:  
15

- 16 a. A mechanical sampling device attached to the HMA plant.
- 17
- 18 b. Platforms or devices to enable sampling from the hauling vehicle without  
19 entering the hauling vehicle.  
20

#### 21 **5-04.3(3)B Hauling Equipment**

22 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a  
23 cover of canvas or other suitable material of sufficient size to protect the mixture from  
24 adverse weather. Whenever the weather conditions during the work shift include, or are  
25 forecast to include precipitation or an air temperature less than 45°F or when time from  
26 loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect  
27 the HMA.  
28

29 The Contractor shall provide an environmentally benign means to prevent the HMA  
30 mixture from adhering to the hauling equipment. Excess release agent shall be drained  
31 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating  
32 material that contaminate or alter the characteristics of the HMA shall not be used. For  
33 live bed trucks, the conveyer shall be in operation during the process of applying the  
34 release agent.  
35

#### 36 **5-04.3(3)C Pavers**

37 HMA pavers shall be self-contained, power-propelled units, provided with an internally  
38 heated vibratory screed and shall be capable of spreading and finishing courses of HMA  
39 plant mix material in lane widths required by the paving section shown in the Plans.  
40

41 The HMA paver shall be in good condition and shall have the most current equipment  
42 available from the manufacturer for the prevention of segregation of the HMA mixture  
43 installed, in good condition, and in working order. The equipment certification shall list  
44 the make, model, and year of the paver and any equipment that has been retrofitted.  
45

46 The screed shall be operated in accordance with the manufacturer's recommendations  
47 and shall effectively produce a finished surface of the required evenness and texture  
48 without tearing, shoving, segregating, or gouging the mixture. A copy of the  
49 manufacturer's recommendations shall be provided upon request by the Contracting  
50 Agency. Extensions will be allowed provided they produce the same results, including  
51 ride, density, and surface texture as obtained by the primary screed. Extensions without  
52 augers and an internally heated vibratory screed shall not be used in the Traveled Way.

1 When specified in the Contract, reference lines for vertical control will be required. Lines  
2 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal  
3 control utilizing the reference line will be permitted. The grade and slope for intermediate  
4 lanes shall be controlled automatically from reference lines or by means of a mat  
5 referencing device and a slope control device. When the finish of the grade prepared for  
6 paving is superior to the established tolerances and when, in the opinion of the Engineer,  
7 further improvement to the line, grade, cross-section, and smoothness can best be  
8 achieved without the use of the reference line, a mat referencing device may be  
9 substituted for the reference line. Substitution of the device will be subject to the  
10 continued approval of the Engineer. A joint matcher may be used subject to the approval  
11 of the Engineer. The reference line may be removed after the completion of the first  
12 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
13 any of these methods are failing to provide the necessary vertical control, the reference  
14 lines will be reinstalled by the Contractor.

15  
16 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
17 accessories necessary for satisfactory operation of the automatic control equipment.

18  
19 If the paving machine in use is not providing the required finish, the Engineer may  
20 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled  
21 on the pavement shall be thoroughly removed before paving proceeds.

22  
23 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

24 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's  
25 approval, unless otherwise required by the Contract.

26  
27 Where an MTD/V is required by the Contract, the Engineer may approve paving without  
28 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
29 adjustment in cost or time is due.

30  
31 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
32 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
33 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
34 the windrow may be limited in urban areas or through intersections, at the discretion of  
35 the Engineer.

36  
37 To be approved for use, an MTV:

- 38  
39 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.  
40  
41 2. Shall not be connected to the hauling vehicle or paver.  
42  
43 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.  
44  
45 4. Shall mix the HMA after delivery by the hauling equipment and prior to  
46 placement into the paving machine.  
47  
48 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
49 mixture.

50 To be approved for use, an MTD:

- 51  
52 1. Shall be positively connected to the paver.

- 1                   2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
- 2
- 3                   3. Shall mix the HMA after delivery by the hauling equipment and prior to
- 4                   placement into the paving machine.
- 5
- 6                   4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
- 7                   mixture.
- 8

9                   **5-04.3(3)E Rollers**

10                  Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good  
11                  condition and capable of reversing without backlash. Operation of the roller shall be in  
12                  accordance with the manufacturer's recommendations. When ordered by the Engineer  
13                  for any roller planned for use on the project, the Contractor shall provide a copy of the  
14                  manufacturer's recommendation for the use of that roller for compaction of HMA. The  
15                  number and weight of rollers shall be sufficient to compact the mixture in compliance  
16                  with the requirements of Section 5-04.3(10). The use of equipment that results in  
17                  crushing of the aggregate will not be permitted. Rollers producing pickup, washboard,  
18                  uneven compaction of the surface, displacement of the mixture or other undesirable  
19                  results shall not be used.

20

21                  **5-04.3(4) Preparation of Existing Paved Surfaces**

22                  When the surface of the existing pavement or old base is irregular, the Contractor shall  
23                  bring it to a uniform grade and cross-section as shown on the Plans or approved by the  
24                  Engineer.

25

26                  Preleveling of uneven or broken surfaces over which HMA is to be placed may be  
27                  accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as  
28                  approved by the Engineer.

29

30                  Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may  
31                  require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to  
32                  avoid bridging across preleveled areas by the compaction equipment. Equipment used  
33                  for the compaction of preleveling HMA shall be approved by the Engineer.

34

35                  Before construction of HMA on an existing paved surface, the entire surface of the  
36                  pavement shall be clean. All fatty asphalt patches, grease drippings, and other  
37                  objectionable matter shall be entirely removed from the existing pavement. All  
38                  pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement  
39                  grindings, and other foreign matter. All holes and small depressions shall be filled with an  
40                  appropriate class of HMA. The surface of the patched area shall be leveled and  
41                  compacted thoroughly. Prior to the application of tack coat, or paving, the condition of  
42                  the surface shall be approved by the Engineer.

43

44                  A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA  
45                  is to be placed or abutted; except that tack coat may be omitted from clean, newly paved  
46                  surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover  
47                  the existing pavement with a thin film of residual asphalt free of streaks and bare spots at  
48                  a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of  
49                  application shall be approved by the Engineer. A heavy application of tack coat shall be  
50                  applied to all joints. For Roadways open to traffic, the application of tack coat shall be  
51                  limited to surfaces that will be paved during the same working shift. The spreading

1 equipment shall be equipped with a thermometer to indicate the temperature of the tack  
2 coat material.

3  
4 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If  
5 the Contractor's operation damages the tack coat it shall be repaired prior to placement  
6 of the HMA.

7  
8 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h  
9 emulsified asphalt may be diluted once with water at a rate not to exceed one-part water  
10 to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that  
11 it may be applied uniformly at the specified rate of application and shall not exceed the  
12 maximum temperature recommended by the emulsified asphalt manufacturer.

13  
14 **5-04.3(4)A Crack Sealing**

15 When the Proposal includes a pay item for crack sealing, seal cracks in accordance with  
16 Section 5-03.

17  
18 **5-04.3(4)B Vacant**

19  
20 **5-04.3(4)C Pavement Repair**

21 The Contractor shall excavate pavement repair areas and shall backfill these with HMA  
22 in accordance with the details shown in the Plans and as marked in the field. The  
23 Contractor shall conduct the excavation operations in a manner that will protect the  
24 pavement that is to remain. Pavement not designated to be removed that is damaged as  
25 a result of the Contractor's operations shall be repaired by the Contractor to the  
26 satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall  
27 excavate only within one lane at a time unless approved otherwise by the Engineer. The  
28 Contractor shall not excavate more area than can be completely finished during the  
29 same shift, unless approved by the Engineer.

30  
31 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth  
32 of 1.0 feet. The Engineer will make the final determination of the excavation depth  
33 required. The minimum width of any pavement repair area shall be 40 inches unless  
34 shown otherwise in the Plans. Before any excavation, the existing pavement shall be  
35 sawcut or shall be removed by a pavement grinder. Excavated materials will become the  
36 property of the Contractor and shall be disposed of in a Contractor-provided site off the  
37 Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

38  
39 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy  
40 application of tack coat shall be applied to all surfaces of existing pavement in the  
41 pavement repair area.

42  
43 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot  
44 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished  
45 with the approval of the Engineer. Each lift shall be thoroughly compacted by a  
46 mechanical tamper or a roller.

47  
48 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

49 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.  
50 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials  
51 shall be removed from stockpile(s) in a manner to ensure minimal segregation when

1 being moved to the HMA plant for processing into the final mixture. Different aggregate  
2 sizes shall be kept separated until they have been delivered to the HMA plant.

3  
4 **5-04.3(5)A Vacant**

5  
6 **5-04.3(6) Mixing**

7 After the required amount of mineral materials, asphalt binder, recycling agent and anti-  
8 stripping additives have been introduced into the mixer the HMA shall be mixed until  
9 complete and uniform coating of the particles and thorough distribution of the asphalt  
10 binder throughout the mineral materials is ensured.

11  
12 When discharged, the temperature of the HMA shall not exceed the optimum mixing  
13 temperature by more than 25°F as shown on the reference mix design report or as  
14 approved by the Engineer. Also, when a WMA additive is included in the manufacture of  
15 HMA, the discharge temperature of the HMA shall not exceed the maximum  
16 recommended by the manufacturer of the WMA additive. A maximum water content of 2  
17 percent in the mix, at discharge, will be allowed providing the water causes no problems  
18 with handling, stripping, or flushing. If the water in the HMA causes any of these  
19 problems, the moisture content shall be reduced as directed by the Engineer.

20  
21 Storing or holding of the HMA in approved storage facilities will be permitted with  
22 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.  
23 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be  
24 disposed of by the Contractor at no expense to the Contracting Agency. The storage  
25 facility shall have an accessible device located at the top of the cone or about the third  
26 point. The device shall indicate the amount of material in storage. No HMA shall be  
27 accepted from the storage facility when the HMA in storage is below the top of the cone  
28 of the storage facility, except as the storage facility is being emptied at the end of the  
29 working shift.

30  
31 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
32 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
33 evidence of the recycled asphalt pavement not breaking down during the heating and  
34 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
35 changes have been approved by the Engineer. After the required amount of mineral  
36 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
37 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
38 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
39 ensured.

40  
41 **5-04.3(7) Spreading and Finishing**

42 The mixture shall be laid upon an approved surface, spread, and struck off to the grade  
43 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used  
44 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal  
45 compacted depth of any layer of any course shall not exceed the following:

46

47 HMA Class 1"	0.35 feet
48 HMA Class ¾" and HMA Class ½"	
49 wearing course	0.30 feet
50 other courses	0.35 feet
51 HMA Class ⅜"	0.15 feet

52

1 On areas where irregularities or unavoidable obstacles make the use of mechanical  
 2 spreading and finishing equipment impractical, the paving may be done with other  
 3 equipment or by hand.  
 4  
 5 When more than one JMF is being utilized to produce HMA, the material produced for  
 6 each JMF shall be placed by separate spreading and compacting equipment. The  
 7 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA  
 8 placed during a work shift shall conform to a single JMF established for the class of HMA  
 9 specified unless there is a need to make an adjustment in the JMF.

10  
 11 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**  
 12 For HMA accepted by nonstatistical evaluation, the aggregate properties of sand  
 13 equivalent, uncompacted void content, and fracture will be evaluated in accordance with  
 14 Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial  
 15 evaluation will be at the option of the Engineer.  
 16

17 **5-04.3(9) HMA Mixture Acceptance**  
 18 Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.  
 19  
 20 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial  
 21 Evaluation is specified.  
 22

23 Commercial evaluation will be used for Commercial HMA and for other classes of HMA  
 24 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,  
 25 gores, prelevel, temporary pavement, and pavement repair. Other nonstructural  
 26 applications of HMA accepted by commercial evaluation shall be as approved by the  
 27 Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the  
 28 option of the Engineer.  
 29

30 The mix design will be the initial JMF for the class of HMA. The Contractor may request a  
 31 change in the JMF. Any adjustments to the JMF will require the approval of the Engineer  
 32 and may be made in accordance with this section.  
 33

34 **HMA Tolerances and Adjustments**  
 35 1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of  
 36 acceptance shall be within tolerance. The tolerance limits will be established as  
 37 follows:  
 38

39 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined  
 40 by adding the tolerances below to the approved JMF values. These values  
 41 will also be the Upper Specification Limit (USL) and Lower Specification Limit  
 42 (LSL) required in Section 1-06.2(2)D2  
 43

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

44  
 45 For Aggregates in the mixture:  
 46  
 47 a. First, determine preliminary upper and lower acceptance limits by applying  
 48 the following tolerances to the approved JMF.  
 49

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

1  
2  
3  
4  
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46

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

**5-04.3(9)A Vacant**

**5-04.3(9)B Vacant**

**5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

**5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day’s production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced.

1 Sampling and testing for evaluation shall be performed on the frequency of one sample  
2 per subplot.

3  
4 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**  
5 Samples for acceptance testing shall be obtained by the Contractor when ordered by the  
6 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer  
7 and in accordance with AASH-TO T 168. A minimum of three samples should be taken  
8 for each class of HMA placed on a project. If used in a structural application, at least one  
9 of the three samples shall be tested.

10  
11 Sampling and testing HMA in a structural application where quantities are less than 400  
12 tons is at the discretion of the Engineer.

13  
14 For HMA used in a structural application and with a total project quantity less than 800  
15 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In  
16 all cases, a minimum of 3 samples will be obtained at the point of acceptance, a  
17 minimum of one of the three samples will be tested for conformance to the JMF:

- 18
- 19 • If the test results are found to be within specification requirements, additional  
20 testing will be at the Engineer's discretion.
  - 21
  - 22 • If test results are found not to be within specification requirements, additional  
23 testing of the remaining samples to determine a CPF shall be performed.
  - 24

25 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**  
26 Testing of HMA for compliance of  $V_a$  will at the option of the Contracting Agency. If  
27 tested, compliance of  $V_a$  will use WSDOT SOP 731.

28  
29 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
30 308.

31  
32 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

33  
34 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**  
35 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting  
36 Agency will determine a CPF using the following price adjustment factors:

37

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids ( $V_a$ ) (where applicable)	20

38  
39 Each lot of HMA produced under Nonstatistical Evaluation and having all constituents  
40 falling within the tolerance limits of the job mix formula shall be accepted at the unit

1 Contract price with no further evaluation. When one or more constituents fall outside the  
2 nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment  
3 Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the  
4 appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the  
5 CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup  
6 samples of the existing sublots or samples from the Roadway shall be tested to provide  
7 a minimum of three sets of results for evaluation.

8  
9 **5-04.3(9)C5 Vacant**

10  
11 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

12 For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated  
13 CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The  
14 NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The  
15 total job mix compliance price adjustment will be calculated as the product of the NCMF,  
16 the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

17  
18 If a constituent is not measured in accordance with these Specifications, its individual  
19 pay factor will be considered 1.00 in calculating the CPF.

20  
21 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

22 The Contractor may request a subplot be retested. To request a retest, the Contractor  
23 shall submit a written request within 7 calendar days after the specific test results have  
24 been received. A split of the original acceptance sample will be retested. The split of the  
25 sample will not be tested with the same tester that ran the original acceptance test. The  
26 sample will be tested for a complete gradation analysis, asphalt binder content, and, at  
27 the option of the agency,  $V_a$ . The results of the retest will be used for the acceptance of  
28 the HMA in place of the original subplot sample test results. The cost of testing will be  
29 deducted from any monies due or that may come due the Contractor under the Contract  
30 at the rate of \$500 per sample.

31  
32 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

33 If sampled and tested, HMA produced under Commercial Evaluation and having all  
34 constituents falling within the tolerance limits of the job mix formula shall be accepted at  
35 the unit Contract price with no further evaluation. When one or more constituents fall  
36 outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the  
37 lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate  
38 CPF. The commercial tolerance limits will be used in the calculation of the CPF and the  
39 maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the  
40 existing sublots or samples from the street shall be tested to provide a minimum of three  
41 sets of results for evaluation.

42  
43 For each lot of HMA mix produced and tested under Commercial Evaluation when the  
44 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be  
45 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by  
46 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product  
47 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of  
48 mix.

49  
50 If a constituent is not measured in accordance with these Specifications, its individual  
51 pay factor will be considered 1.00 in calculating the CPF.

52

1 **5-04.3(10) HMA Compaction Acceptance**  
2 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including  
3 lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a  
4 specified compacted course thickness greater than 0.10-foot, shall be compacted to a  
5 specified level of relative density. The specified level of relative density shall be a CPF of  
6 not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of  
7 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be  
8 determined by WSDOT FOP for AASHTO T 729. The specified level of density attained  
9 will be determined by the evaluation of the density of the pavement. The density of the  
10 pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8,  
11 except that gauge correlation will be at the discretion of the Engineer, when using the  
12 nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

13  
14 Tests for the determination of the pavement density will be taken in accordance with the  
15 required procedures for measurement by a nuclear density gauge or Roadway cores  
16 after completion of the finish rolling.

17  
18 If the Contracting Agency uses a nuclear density gauge to determine density the test  
19 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the  
20 mix is placed and prior to opening to traffic.

21  
22 Roadway cores for density may be obtained by either the Contracting Agency or the  
23 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches  
24 minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by  
25 the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

26  
27 If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the  
28 Contractor in the presence of the Engineer on the same day the mix is placed and at  
29 locations designated by the Engineer. If the Contract does not include the Bid item  
30 "Roadway Core", the Contracting Agency will obtain the cores.

31  
32 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's  
33 request after the Engineer is satisfied that material conforming to the Specifications can  
34 be produced.

35  
36 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
37 other than those listed above shall be compacted on the basis of a test point evaluation  
38 of the compaction train. The test point evaluation shall be performed in accordance with  
39 instructions from the Engineer. The number of passes with an approved compaction  
40 train, required to attain the maximum test point density, shall be used on all subsequent  
41 paving.

42  
43 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling  
44 wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved  
45 by the Engineer.

46  
47 **Test Results**

48 For a subplot that has been tested with a nuclear density gauge that did not meet the  
49 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF  
50 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request  
51 that a core be used for determination of the relative density of the subplot. The relative  
52 density of the core will replace the relative density determined by the nuclear density

1 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA  
2 compaction lot.

3  
4 When cores are taken by the Contracting Agency at the request of the Contractor, they  
5 shall be requested by noon of the next workday after the test results for the subplot have  
6 been provided or made available to the Contractor. Core locations shall be outside of  
7 wheel paths and as determined by the Engineer. Traffic control shall be provided by the  
8 Contractor as requested by the Engineer. Failure by the Contractor to provide the  
9 requested traffic control will result in forfeiture of the request for cores. When the CPF for  
10 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will  
11 be deducted from any monies due or that may become due the Contractor under the  
12 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the  
13 traffic control.

14  
15 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

16 Compaction shall take place when the mixture is in the proper condition so that no undue  
17 displacement, cracking, or shoving occurs. Areas inaccessible to large compaction  
18 equipment shall be compacted by other mechanical means. Any HMA that becomes  
19 loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way  
20 defective, shall be removed and replaced with new hot mix that shall be immediately  
21 compacted to conform to the surrounding area.

22  
23 The type of rollers to be used and their relative position in the compaction sequence  
24 shall generally be the Contractor’s option, provided the specified densities are attained.  
25 Unless the Engineer has approved otherwise, rollers shall only be operated in the static  
26 mode when the internal temperature of the mix is less than 175°F. Regardless of mix  
27 temperature, a roller shall not be operated in a mode that results in checking or cracking  
28 of the mat. Rollers shall only be operated in static mode on bridge decks.

29  
30 **5-04.3(10)B HMA Compaction - Cyclic Density**

31 Low cyclic density areas are defined as spots or streaks in the pavement that are less  
32 than 90 percent of the theoretical maximum density. At the Engineer’s discretion, the  
33 Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will  
34 follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for  
35 any 500-foot section with two or more density readings below 90 percent of the  
36 theoretical maximum density.

37  
38 **5-04.3(10)C Vacant**

39  
40 **5-04.3(10)D HMA Nonstatistical Compaction**

41  
42 **5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots**

43 HMA compaction which is accepted by nonstatistical evaluation will be based on  
44 acceptance testing performed by the Contracting Agency dividing the project into  
45 compaction lots.

46  
47 A lot is represented by randomly selected samples of the same mix design that will be  
48 tested for acceptance. A lot is defined as the total quantity of material or work produced  
49 for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be  
50 equal to one day’s production or 400 tons, whichever is less except that the final subplot  
51 will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction  
52 will be at the rate of 5 tests per subplot per WSDOT T 738.

1 The subplot locations within each density lot will be determined by the Engineer. For a lot  
2 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
3 after the Engineer is satisfied that material conforming to the Specifications can be  
4 produced.

5  
6 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
7 other than those listed above shall be compacted on the basis of a test point evaluation  
8 of the compaction train. The test point evaluation shall be performed in accordance with  
9 instructions from the Engineer. The number of passes with an approved compaction  
10 train, required to attain the maximum test point density, shall be used on all subsequent  
11 paving.

12  
13 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel  
14 ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the  
15 Engineer.

16  
17 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

18 The location of the HMA compaction acceptance tests will be randomly selected by the  
19 Engineer from within each subplot, with one test per subplot.

20  
21 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

22 For each compaction lot with one or two sublots, having all sublots attain a relative  
23 density that is 92 percent of the reference maximum density the HMA shall be accepted  
24 at the unit Contract price with no further evaluation. When a subplot does not attain a  
25 relative density that is 92 percent of the reference maximum density, the lot shall be  
26 evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The  
27 maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will  
28 be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF  
29 lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by  
30 either a nuclear moisture-density gauge or cores will be completed as required to provide  
31 a minimum of three tests for evaluation.

32  
33 For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF)  
34 will be determined. The NCCF equals the algebraic difference of CPF minus 1.00  
35 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the  
36 product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit  
37 Contract price per ton of mix.

38  
39 **5-04.3(11) Reject Work**

40  
41 **5-04.3(11)A Reject Work General**

42 Work that is defective or does not conform to Contract requirements shall be rejected.  
43 The Contractor may propose, in writing, alternatives to removal and replacement of  
44 rejected material. Acceptability of such alternative proposals will be determined at the  
45 sole discretion of the Engineer. HMA that has been rejected is subject to the  
46 requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit  
47 a corrective action proposal to the Engineer for approval.

48  
49 **5-04.3(11)B Rejection by Contractor**

50 The Contractor may, prior to sampling, elect to remove any defective material and  
51 replace it with new material. Any such new material will be sampled, tested, and  
52 evaluated for acceptance.

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**5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

**5-04.3(11)D Rejection - A Partial Sublot**

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

**5-04.3(11)E Rejection - An Entire Sublot**

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

**5-04.3(11)F Rejection - A Lot in Progress**

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

**5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

An entire lot with a CPF of less than 0.75 will be rejected.

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**5-04.3(12) Joints**

**5-04.3(12)A HMA Joints**

**5-04.3(12)A1 Transverse Joints**

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

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

**5-04.3(12)A2 Longitudinal Joints**

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than 1/2 of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

**5-04.3(12)B Bridge Paving Joint Seals**

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

**5-04.3(13) Surface Smoothness**

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

- 1           2. Removal and replacement of the wearing course of HMA, or
- 2
- 3           3. By other method approved by the Engineer.
- 4

5 Correction of defects shall be carried out until there are no deviations anywhere greater  
6 than the allowable tolerances.

7  
8 Deviations in excess of the above tolerances that result from a low place in the HMA and  
9 deviations resulting from a high place where corrective action, in the opinion of the  
10 Engineer, will not produce satisfactory results will be accepted with a price adjustment.  
11 The Engineer shall deduct from monies due or that may become due to the Contractor  
12 the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in  
13 which any excessive deviations described above are found.

14  
15 When utility appurtenances such as manhole covers and valve boxes are located in the  
16 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to  
17 paving. This requirement may be waived when requested by the Contractor, at the  
18 discretion of the Engineer or when the adjustment details provided in the project plan or  
19 specifications call for utility appurtenance adjustments after the completion of paving.

20  
21 Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-  
22 Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the  
23 Engineer prior to the start of paving.

24  
25 **5-04.3(14) Planing Bituminous Pavement**

26 The planing plan must be approved by the Engineer and a pre-planing meeting must be  
27 held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing  
28 submittals.

29  
30 Where planing an existing pavement is specified in the Contract, the Contractor must  
31 remove existing surfacing material and to reshape the surface to remove irregularities.  
32 The finished product must be a prepared surface acceptable for receiving an HMA  
33 overlay.

34  
35 Use the cold milling method for planing unless otherwise specified in the Contract. Do  
36 not use the planer on the final wearing course of new HMA.

37  
38 Conduct planing operations in a manner that does not tear, break, burn, or otherwise  
39 damage the surface which is to remain. The finished planed surface must be slightly  
40 grooved or roughened and must be free from gouges, deep grooves, ridges, or other  
41 imperfections. The Contractor must repair any damage to the surface by the Contractor's  
42 planing equipment, using an Engineer approved method.

43  
44 Repair or replace any metal castings and other surface improvements damaged by  
45 planing, as determined by the Engineer.

46  
47 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a  
48 minimum of 4 inches of curb reveal after placement and compaction of the final wearing  
49 course. The dimensions of the wedge must be as shown on the Drawings or as specified  
50 by the Engineer.

51

1 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces  
2 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line  
3 with vertical faces 2 inches or more in height, producing a smooth transition to the  
4 existing adjoining pavement.

5  
6 After planing is complete, planed surfaces must be swept, cleaned, and if required by the  
7 Contract, patched and preleveled.

8  
9 The Engineer may direct additional depth planing. Before performing this additional  
10 depth planing, the Contractor must conduct a hidden metal in pavement detection survey  
11 as specified in Section 5-04.3(14)A.

12  
13 **5-04.3(14)A Pre-Planing Metal Detection Check**

14 Before starting planing of pavements, and before any additional depth planing required  
15 by the Engineer, the Contractor must conduct a physical survey of existing pavement to  
16 be planed with equipment that can identify hidden metal objects.

17  
18 Should such metal be identified, promptly notify the Engineer.

19  
20 See Section 1-07.16(1) regarding the protection of survey monumentation that may be  
21 hidden in pavement.

22  
23 The Contractor is solely responsible for any damage to equipment resulting from the  
24 Contractor's failure to conduct a pre-planing metal detection survey, or from the  
25 Contractor's failure to notify the Engineer of any hidden metal that is detected.

26  
27 **5-04.3(14)B Paving and Planing Under Traffic**

28  
29 **5-04.3(14)B1 General**

30 In addition, the requirements of Section 1-07.23 and the traffic controls required in  
31 Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the  
32 Contractor must comply with the following:

33  
34 1. Intersections:

35  
36 a. Keep intersections open to traffic at all times, except when paving or planing  
37 operations through an intersection requires closure. Such closure must be kept  
38 to the minimum time required to place and compact the HMA mixture, or plane  
39 as appropriate. For paving, schedule such closure to individual lanes or portions  
40 thereof that allows the traffic volumes and schedule of traffic volumes required in  
41 the approved traffic control plan. Schedule work so that adjacent intersections  
42 are not impacted at the same time and comply with the traffic control restrictions  
43 required by the Traffic Engineer. Each individual intersection closure or partial  
44 closure must be addressed in the traffic control plan, which must be submitted to  
45 and accepted by the Engineer, see Section 1-10.2(2).

46  
47 b. When planing or paving and related construction must occur in an  
48 intersection, consider scheduling and sequencing such work into quarters of the  
49 intersection, or half or more of an intersection with side street detours. Be  
50 prepared to sequence the work to individual lanes or portions thereof.

51

- 1 c. Should closure of the intersection in its entirety be necessary, and no trolley  
2 service is impacted, keep such closure to the minimum time required to place  
3 and compact the HMA mixture, plane, remove asphalt, tack coat, and as  
4 needed.  
5  
6 d. Any work in an intersection requires advance warning in both signage and a  
7 number of Working Days advance notice as determined by the Engineer, to alert  
8 traffic and emergency services of the intersection closure or partial closure.  
9  
10 e. Allow new compacted HMA asphalt to cool to ambient temperature before  
11 any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until  
12 approval has been obtained from the Engineer.  
13  
14 2. Temporary centerline marking, post-paving temporary marking, temporary stop  
15 bars, and maintaining temporary pavement marking must comply with Section  
16 8-23.  
17  
18 3. Permanent pavement marking must comply with Section 8-22.  
19

20 **5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan**

21 The Contractor must submit a separate planing plan and a separate paving plan to the  
22 Engineer at least 5 Working Days in advance of each operation's activity start date.  
23 These plans must show how the moving operation and traffic control are coordinated, as  
24 they will be discussed at the pre-planing briefing and pre-paving briefing. When  
25 requested by the Engineer, the Contractor must provide each operation's traffic control  
26 plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of  
27 operation and sufficient detail of traffic beyond the area of operation where detour traffic  
28 may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be  
29 changed if the Engineer agrees sufficient detail is shown.  
30

31 The planing operation and the paving operation include, but are not limited to, metal  
32 detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,  
33 staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at  
34 the briefing.  
35

36 When intersections will be partially or totally blocked, provide adequately sized and  
37 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in  
38 advance. The traffic control plan must show where police officers will be stationed when  
39 signalization is or may be, countermanded, and show areas where flaggers are  
40 proposed.  
41

42 At a minimum, the planing and the paving plan must include:  
43

- 44 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each  
45 day's traffic control as it relates to the specific requirements of that day's planing  
46 and paving. Briefly describe the sequencing of traffic control consistent with the  
47 proposed planing and paving sequence, and scheduling of placement of  
48 temporary pavement markings and channelizing devices after each day's planing,  
49 and paving.  
50  
51 2. A copy of each intersection's traffic control plan.  
52

- 1 3. Haul routes from supplier facilities, and locations of temporary parking and  
2 staging areas, including return routes. Describe the complete round trip as it  
3 relates to the sequencing of paving operations.  
4
- 5 4. Names and locations of HMA supplier facilities to be used.  
6
- 7 5. List of all equipment to be used for paving.  
8
- 9 6. List of personnel and associated job classification assigned to each piece of  
10 paving equipment.  
11
- 12 7. Description (geometric or narrative) of the scheduled sequence of planing and of  
13 paving and intended area of planing and of paving for each day's work, must  
14 include the directions of proposed planing and of proposed paving, sequence of  
15 adjacent lane paving, sequence of skipped lane paving, intersection planing and  
16 paving scheduling and sequencing, and proposed notifications and coordinations  
17 to be timely made. The plan must show HMA joints relative to the final pavement  
18 marking lane lines.  
19
- 20 8. Names, job titles, and contact information for field, office, and plant supervisory  
21 personnel.  
22
- 23 9. A copy of the approved Mix Designs.  
24
- 25 10. Tonnage of HMA to be placed each day.  
26
- 27 11. Approximate times and days for starting and ending daily operations.  
28

29 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

30 At least 2 Working Days before the first paving operation and the first planing operation,  
31 or as scheduled by the Engineer for future paving and planing operations to ensure the  
32 Contractor has adequately prepared for notifying and coordinating as required in the  
33 Contract, the Contractor must be prepared to discuss that day's operations as they relate  
34 to other entities and to public safety and convenience, including driveway and business  
35 access, garbage truck operations, transit operations and working around energized  
36 overhead wires, school and nursing home and hospital and other accesses, other  
37 Contractors who may be operating in the area, pedestrian and bicycle traffic, and  
38 emergency services. The Contractor, and Subcontractors that may be part of that day's  
39 operations, must meet with the Engineer and discuss the proposed operation as it  
40 relates to the submitted planing plan and paving plan, approved traffic control plan, and  
41 public convenience and safety. Such discussion includes, but is not limited to:

- 42
- 43 1. General for both the Paving and Planing:  
44
- 45 a. The actual times of starting and ending daily operations.  
46
- 47 b. In intersections, how to break up the intersection, and address traffic control  
48 and signalization for that operation, including use of peace officers.  
49
- 50 c. The sequencing and scheduling of paving operations and of planing operations,  
51 as applicable, as it relates to traffic control, public convenience and safety, and  
52 other Contractors who may operate in the Project limits.

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- d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.
  - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
  - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
  - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
  - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
  - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
  - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
  - b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
  - c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
  - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
  - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

**5-04.3(15) Sealing Pavement Surfaces**

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

**5-04.3(16) HMA Road Approaches**

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

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**5-04.4 Measurement**

HMA Cl. \_\_\_\_ PG \_\_\_\_, HMA for \_\_\_\_ Cl. \_\_\_\_ PG \_\_\_\_, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

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

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

Planing bituminous pavement will be measured by the square yard.

**5-04.5 Payment**

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

“HMA Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

“HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

“HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

“HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

“Commercial HMA”, per ton.

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

“Pavement Repair Excavation Incl. Haul”, per square yard.

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

“Asphalt for Prime Coat”, per ton.

The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

“Prime Coat Agg.”, per cubic yard, or per ton.

1 The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full  
2 pay for furnishing, loading, and hauling aggregate to the place of deposit and  
3 spreading the aggregate in the quantities required by the Engineer.  
4  
5 “Planing Bituminous Pavement”, per square yard.  
6  
7 The unit Contract price per square yard for “Planing Bituminous Pavement” shall be  
8 full payment for all costs incurred to perform the Work described in Section 5-  
9 04.3(14).  
10  
11 “Job Mix Compliance Price Adjustment”, by calculation.  
12  
13 “Job Mix Compliance Price Adjustment” will be calculated and paid for as described  
14 in Section 5-04.3(9)C6.  
15  
16 “Compaction Price Adjustment”, by calculation.  
17  
18 “Compaction Price Adjustment” will be calculated and paid for as described in  
19 Section 5-04.3(10)D3.  
20  
21 “Roadway Core”, per each.  
22  
23 The Contractor’s costs for all Work associated with the coring (e.g., traffic control)  
24 shall be incidental and included in the unit Bid price per each.  
25  
26 “Cyclic Density Price Adjustment”, by calculation.  
27  
28 “Cyclic Density Price Adjustment” will be calculated and paid for as described in  
29 Section 5-04.3(10)B.

30  
31 **Division 6**  
32 **Structures**

33  
34 **Concrete Structures**

35  
36 **Materials**

37  
38 Section 6-02.2 is supplemented with the following:

39  
40 ***(April 6, 2015)***

41 ***Rapid Cure Silicone Sealant***

42 Rapid cure silicone sealant shall be Dow Corning 902 RCS Joint Sealant.

43  
44 The Contractor shall deliver the joint sealant to the job site in the sealant manufacturer's  
45 original sealed container. Each container shall be marked with the sealant manufacturer's  
46 name and lot or batch number. Each lot or batch shall be accompanied by the  
47 manufacturer's Safety Data Sheet (SDS), and Manufacturer’s Certificate of Compliance,  
48 identifying the lot or batch number, and certifying that the materials conform to the  
49 properties stated on the product data sheet.  
50

1 The backer rod shall be closed cell expanded polyethylene foam as recommended by the  
2 sealant manufacturer. The diameter of the backer rod shall be as recommended by the  
3 sealant manufacturer for the expansion joint opening at the time of installation.  
4

5 **(April 6, 2015)**

6 **Polyester Concrete**

7 **Polyester Resin Binder**

8 The resin shall be an unsaturated isophthalic polyester-styrene co-polymer.  
9

10 Prior to adding the initiator, the resin shall conform to the following requirements:

11	Viscosity:	75 to 200 cps (20 rpm at 77F, RVT No. 1 spindle)	ASTM D 2196
12	Specific Gravity:	1.05 to 1.10 at 77F	ASTM D 1475
13	Styrene Content:	45% to 50% by weight of polyester styrene resin	ASTM D2369
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20 The hardened resin shall conform to the following requirements:

21	Elongation:	35% minimum w/ thickness 0.25" ± 0.04"	ASTM D 638
22			
23	Tensile Strength:	2,500 psi minimum w/ thickness 0.25" ± 0.04"	ASTM D 638
24			
25	Conditioning	18 hours/77F/50% + 5 hours/158F	ASTM D 618
26	Silane Coupler:	1.0% minimum (by weight of polyester-styrene resin)	
27			
28			
29			
30			
31			

32 The silane coupler shall be an organosilane ester, gammamethacryloxypro-  
33 pyltrimethoxysilane. The promoter/hardeners shall be compatible with suitable  
34 methyl ethyl ketone peroxide (MEKP) and cumene hydroperoxide (CHP)  
35 initiators. MEKP and CHP initiators shall be used as recommended by the  
36 manufacturer.  
37

38 Polyester resin binder will be accepted based on submittal to the Engineer of a  
39 Manufacturer's Certificate of Compliance.  
40

41 **High Molecular Weight Methacrylate (HMWM) Resin**

42 In addition to the viscosity and density properties, and the promoter/initiator system,  
43 specified in Section 6-09.2, the HMWM resin for polyester concrete shall conform to  
44 the following requirements:

45	Flash Point:	180F minimum	ASTM D 3278
46			
47	Tack-Free Time:	400 minutes maximum	California Test 551
48			
49			

50 Prior to adding initiator, the HMWM resin shall have a maximum volatile content of  
51 30 percent, when tested in conformance with ASTM D 2369.  
52

1 HMWM resin will be accepted based on submittal to the Engineer of a Manufacturer's  
2 Certificate of Compliance.  
3  
4 **Aggregate**  
5 The aggregate shall be from a WSDOT approved pit site and shall be thoroughly  
6 washed and kiln dried.  
7  
8 The aggregate shall conform to Section 9-03.1(5)B for either 1/2-inch or 3/8-inch  
9 maximum nominal aggregate size.  
10  
11 The combined aggregate shall have a maximum of 45 percent crushed particles.  
12 Fine aggregate shall conform to Section 9-03.13.  
13  
14 Aggregate absorption shall not exceed 1.0 percent. The moisture content of the  
15 aggregate shall not exceed one half of the aggregate absorption at the time of mixing  
16 with the polyester resin binder. The aggregate temperature shall be between 45F  
17 and 100F at the time of mixing.  
18  
19 **Sand for Abrasive Finish**  
20 The sand for abrasive finish shall conform to Section 6-09.2, and the aggregate  
21 moisture content requirements specified above.  
22  
23 **(April 6, 2015)**  
24 ***Elastomeric Concrete***  
25 Elastomeric concrete shall be one of the following three products:  
26  
27 BASF/Watson Bowman Acme Wabo Crete II  
28  
29 D. S. Brown Delcrete  
30  
31 R. J. Watson Poly-Tron  
32  
33 The elastomeric concrete aggregate shall be as specified, gradated, and packaged by  
34 the elastomeric concrete manufacturer.  
35  
36 The primer shall be as recommended by the elastomeric concrete manufacturer.  
37  
38 The Contractor shall deliver the elastomeric concrete components to the job site in the  
39 elastomeric concrete manufacturer's original sealed containers. Each container shall be  
40 marked with the sealant manufacturer's name and lot or batch number. Each lot or batch  
41 shall be accompanied by the manufacturer's Safety Data Sheet (SDS), and  
42 Manufacturer's Certificate of Compliance, identifying the elastomeric concrete  
43 manufacturer and the lot or batch number, and certifying that the materials conform to the  
44 properties stated in the product data sheet.  
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1 **Construction Requirements**

2  
3 Section 6-02.3 is supplemented with the following:

4  
5 **(January 7, 2019)**

6 **Polyester Concrete**

7 **Manufacturer's Technical Representative**

8 The Contractor shall have the services of a qualified polyester concrete  
9 manufacturer's technical representative physically present at the job site. The  
10 manufacturer's technical representative shall assist the Contractor in training the  
11 Contractor's personnel and providing technical assistance in preparing the header  
12 blockout surface, applying primer, and mixing, placing, and curing the polyester  
13 concrete.

14  
15 **Mix Design**

16 Polyester concrete shall be composed of the following three components – polyester  
17 resin binder, high molecular weight methacrylate (HMWM) resin, and aggregate, in  
18 accordance with Section 6-02.2 as supplemented in these Special Provisions.

19  
20 The Contractor shall prepare and submit a Type 1 Working Drawing consisting of the  
21 polyester concrete design mix and mixing procedure. The mix design shall include a  
22 recommended initiator percentage for the expected application temperature, and the  
23 recommended amount of polyester resin binder as a percentage of the dry weight of  
24 aggregate. The amount of peroxide initiator used shall result in a polyester concrete  
25 set time between 30 and 120 minutes during placement as determined by California  
26 Test 551, Part 2, "Method of Test For Determination of Set Time of Concrete Overlay  
27 and Patching Materials", by Gilmore Needles. Accelerators or inhibitors may be  
28 required as recommended by the polyester resin binder supplier.

29  
30 **Delivery and Storage of Materials**

31 All materials shall be delivered in their original containers bearing the manufacturer's  
32 label, specifying date of manufacturing, batch number, trade name brand, and  
33 quantity. Each shipment of polyester resin binder and HMWM resin shall be  
34 accompanied by a Safety Data Sheet (SDS).

35  
36 The material shall be stored in accordance with the manufacturer's  
37 recommendations.

38  
39 Sufficient material to perform the entire polyester concrete application shall be in  
40 storage at the site prior to any field preparation.

41  
42 **Equipment and Containment**

43 The Contractor shall submit a Type 1 Working Drawing consisting of all equipment  
44 for cleaning the concrete and steel surfaces, and mixing and applying the polyester  
45 concrete.

46  
47 The HMWM resin, and abrasive blasting materials, shall be contained and restricted  
48 to the surface receiving the polyester concrete only, and shall not escape to the  
49 surrounding environment. The Contractor shall submit a Type 1 Working Drawing  
50 consisting of the method and materials used to collect and contain the HMWM resin,  
51 and abrasive blasting materials.

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**Surface Preparation**

The concrete and steel surfaces shall be prepared by removing all material which may act as a bond breaker between the surface and the polyester concrete. Surface cleaning shall be by abrasive blasting. Precautions shall be taken to ensure that no dust or debris leaves the bridge deck and that all traffic is protected from rebound and dust.

If the concrete or steel surfaces become contaminated, the contaminated areas shall be recleaned by abrasive blasting.

**Application of Prime Coat**

Application of the HMWM prime coat and the polyester concrete shall not begin if rain is forecast within 12-hours of completion of the Work. The area receiving the prime coat shall be dry and had no rain within the past 12 hours. Immediately prior to applying the prime coat, the surfaces shall be cleaned to remove accumulated dust and any other loose material.

The concrete bridge deck surface shall be between 50F and 85F when applying the prime coat.

The Contractor shall apply one coat of promoted/initiated wax-free HMWM resin to the prepared concrete and steel surfaces immediately before placing the polymer concrete. The promoted/initiated resin shall be worked into the concrete in a manner to assure complete coverage of the area receiving polyester concrete. A one pint sample of each batch of promoted/initiated HMWM resin shall be retained and submitted to the Engineer at the time of primer application.

The prime coat shall cure for 30 minutes minimum before beginning placement of the polyester concrete. Placement of the polymer concrete shall not proceed until the Engineer verifies that the HMWM resin was properly promoted and initiated, as evidenced by the HMWM batch sample.

If the primed surface becomes contaminated, the contaminated area shall be cleaned by abrasive blasting and reprimed.

**Mixing Equipment for Polyester Concrete**

Polyester concrete shall be mixed in mechanically operated mixers in accordance with the mix design as approved by the Engineer. The mixer size shall be limited to a nine cubic yard maximum capacity, unless otherwise approved by the Engineer.

The aggregate and resin volumes shall be recorded for each batch along with the date of each recording. A printout of the recordings shall be furnished to the Engineer at the end of each work shift.

The Contractor shall prevent any cleaning chemicals from reaching the polyester mix during the mixing operations.

**Mixing Components**

The polyester resin binder in the polyester modified concrete shall be approximately 12 percent by weight of the dry aggregate. The Contractor shall specify the exact percentage in the mix design Working Drawing submittal.

1 The polyester resin binder shall be initiated and thoroughly blended just prior to  
2 mixing the aggregate and binder. The polyester concrete shall be thoroughly mixed  
3 prior to placing.  
4

5 **Polyester Concrete Placement**

6 The polyester concrete shall be placed within two hours of placing the prime coat.  
7

8 Polyester concrete shall be placed within 15 minutes following initiation. Polyester  
9 concrete that is not placed within this time shall be discarded.  
10

11 The surface temperature of the area receiving the polyester concrete shall be the  
12 same as specified above for the HMWM prime coat.  
13

14 The polyester concrete shall be consolidated in accordance with the manufacturer's  
15 recommendations.  
16

17 **Finished Polyester Concrete Surface**

18 The finished surface of the polyester concrete shall be smooth and uniform as to  
19 crown and grade in accordance with Section 6-02.3(10)D3.  
20

21 Finishing equipment used shall strike off the polyester concrete to the established  
22 grade and cross section.  
23

24 The polyester concrete shall receive an abrasive sand finish. The sand finish shall  
25 be applied by hand immediately after strike-off and before gelling occurs. Sand shall  
26 be broadcast onto the surface to affect a uniform coverage of a minimum of 0.8  
27 pounds per square yard.  
28

29 **Curing**

30 The polyester concrete shall be cured in accordance with the manufacturer's  
31 recommendations. The Contractor shall measure the compressive strength of the  
32 cured polyester concrete with a rebound hammer in accordance with ASTM C 805.  
33 The readings of the rebound hammer used shall be correlated to the compressive  
34 strength of the polyester concrete product in accordance with ASTM C 805 Section  
35 5.4, and the Contractor shall submit a Type 1 Working Drawing of this correlation.  
36

37 Traffic and equipment shall not be permitted on the polyester concrete until it  
38 achieves a compressive strength of 2500 psi based on the rebound hammer readings  
39 and the correlation chart for the rebound hammer used.  
40

41 **(January 7, 2019)**

42 ***Elastomeric Concrete***

43 Elastomeric concrete shall be composed of the following three components – two-  
44 component polyurethane resin binder, and aggregate, in accordance with Section 6-02.2  
45 as supplemented in these Special Provisions.  
46

47 **Manufacturer's Technical Representative**

48 The Contractor shall have the services of a qualified elastomeric concrete  
49 manufacturer's technical representative physically present at the job site. The  
50 manufacturer's technical representative shall assist the Contractor in training the  
51 Contractor's personnel and providing technical assistance in preparing the header

1 blockout surface, applying primer, and mixing, placing, and curing the elastomeric  
2 concrete.  
3  
4 **Delivery and Storage of Materials**  
5 All materials shall be delivered in their original containers bearing the manufacturer's  
6 label, specifying date of manufacturing, batch number, trade name brand, and  
7 quantity. Each shipment of polyurethane resin binder shall be accompanied by a  
8 Safety Data Sheet (SDS).  
9  
10 The materials shall be stored in accordance with the manufacturer's  
11 recommendations.  
12  
13 Sufficient material to perform the entire elastomeric concrete application shall be in  
14 storage at the site prior to any field preparation.  
15  
16 **Equipment and Containment**  
17 The Contractor shall submit a Type 1 Working Drawing consisting of all equipment  
18 for cleaning the concrete and steel surfaces, and mixing and applying the elastomeric  
19 concrete.  
20  
21 The abrasive blasting materials shall be contained and restricted to the surface  
22 receiving the elastomeric concrete only and shall not escape to the surrounding  
23 environment. The Contractor shall submit a Type 1 Working Drawing consisting of  
24 the method and materials used to collect and contain the abrasive blasting materials.  
25  
26 **Surface Preparation**  
27 The concrete and steel surfaces shall be prepared by removing all material which  
28 may act as a bond breaker between the surface and the elastomeric concrete,  
29 including the removal of all loose, deteriorated, or otherwise unsound concrete. Steel  
30 surfaces shall be cleaned and prepared to an SSPC SP-10 surface condition.  
31 Surface cleaning shall be by abrasive blasting.  
32  
33 Precautions shall be taken to ensure that no dust or debris leaves the bridge deck  
34 and that all traffic is protected from rebound and dust.  
35  
36 If the concrete or steel surfaces become contaminated, the contaminated areas shall  
37 be recleaned by abrasive blasting.  
38  
39 Freshly placed concrete shall be cured for a minimum of 14 calendar days before  
40 application of primer and elastomeric concrete.  
41  
42 **Application of Prime Coat**  
43 Application of the prime coat and the elastomeric concrete shall not begin if rain is  
44 forecast within 12-hours of completion of the Work. The area receiving the prime coat  
45 shall be dry and had no rain within the past 12 hours. Immediately prior to applying  
46 the prime coat, the surfaces shall be cleaned to remove accumulated dust and any  
47 other loose material.  
48  
49 The concrete bridge deck surface shall be between 50F and 85F when applying the  
50 prime coat.  
51

1 The Contractor shall apply primer in accordance with the elastomeric concrete  
2 manufacturer's recommendations and shall limit the extent of primer application to  
3 that surface area that can be covered by a layer of elastomeric concrete before  
4 primer cure.

5  
6 If the primed surface becomes contaminated, the contaminated area shall be cleaned  
7 by abrasive blasting and reprimed.

8  
9 **Mixing Components**

10 The Contractor shall mix the elastomeric concrete components and the resultant  
11 mixture in accordance with the equipment and procedure recommended by the  
12 elastomeric concrete manufacturer.

13  
14 **Elastomeric Concrete Placement**

15 The elastomeric concrete shall be placed on the liquid prime coat within the time  
16 limits specified by the manufacturer. Elastomeric concrete shall be placed in layers  
17 not to exceed the maximum depth recommended by the elastomeric concrete  
18 manufacturer. At locations deep enough to require placement of multiple layers of  
19 elastomeric concrete, each layer shall be cured, and the top of the previous layer  
20 roughened, as recommended by the elastomeric concrete manufacturer before  
21 placement of the next layer.

22  
23 Elastomeric concrete shall be placed within five minutes of initiation.

24  
25 The surface temperature of the area receiving the elastomeric concrete shall be the  
26 same as specified above for the prime coat.

27  
28 **Finished Elastomeric Concrete Surface**

29 The finished surface of the elastomeric concrete shall be smooth and uniform as to  
30 crown and grade in accordance with Section 6-02.3(10)D3.

31  
32 Finishing tools or equipment used shall strike off the elastomeric concrete to the  
33 established grade and cross section.

34  
35 The finished surface of elastomeric concrete shall receive an abrasive sand finish.  
36 The sand finish shall be applied by hand immediately after strike-off and before  
37 gelling occurs. Sand shall be broadcast onto the surface to affect a uniform coverage  
38 of a minimum of 0.8 pounds per square yard.

39  
40 **Curing**

41 The elastomeric concrete shall be cured in accordance with the manufacturer's  
42 recommendations. The Contractor shall measure the compressive strength of the  
43 cured elastomeric concrete with a rebound hammer in accordance with ASTM C805.  
44 The readings of the rebound hammer used shall be correlated to the compressive  
45 strength of the elastomeric concrete product in accordance with ASTM C805 Section  
46 5.4, and the Contractor shall submit a Type 1 Working Drawing of this correlation.

47  
48 Traffic and equipment shall not be permitted on the elastomeric concrete until it  
49 achieves a compressive strength of 2500 psi based on the rebound hammer readings  
50 and the correlation chart for the rebound hammer used.

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**Acceptance of Concrete**

**Sampling and Testing for Temperature, Consistency, and Air Content**

The second paragraph of Section 6-02.3(5)G is revised to read:

(November 20, 2023)  
Sampling and testing will be performed before concrete placement from the first load and then randomly performed from one load for every 100 cubic yards. Concrete shall not be placed until all tests have been completed by the Engineer, and the results indicate that the concrete is within acceptable limits. If at any time the concrete is not within acceptable limits, sampling and testing will continue before concrete placement for each load until two successive loads meet all of the applicable acceptance requirements. After two successive tests indicate that the concrete is within specified limits, the testing frequency may decrease to one for every 100 cubic yards. Sampling shall be performed in accordance with FOP for WAQTC TM 2 and random samples shall be selected in accordance with WSDOT T 716. After the first acceptable load of concrete, up to ½ cubic yard may be placed from subsequent loads to be tested prior to testing for acceptance.

**Expansion Joints**

Section 6-02.3(13) is supplemented with the following:

**Expansion Joint Modification**

**(April 6, 2015)  
Expansion Joint Demolition Plan**

The Contractor shall submit Type 2 Working Drawings showing the method of removing the specified portions of the existing bridge expansion joints. The Working Drawings shall show the sequence of demolition and removal, the type of equipment to be used in all demolition and removal operations, and details of the methods and equipment used for containment, collection, and disposal of all debris. The Working Drawings shall show all stages of demolition.

**(April 6, 2015)  
Joint Preparation and Installation Procedure**

The Contractor shall submit a Type 1 Working Drawing consisting of the sealant manufacturer's recommended joint preparation and installation procedure.

**(April 6, 2015)  
Field Measuring Existing Bridge Expansion Joints**

The Contractor shall field measure the following dimensions of the existing bridge expansion joints of Bridge No(s). \*\*\* 411A, 503B, 505A, 805A, 915 \*\*\*:

- 1. Length along the roadway surface and the horizontal and vertical surfaces of the concrete curb.
- 2. Opening width at both curb lines and at the centerline of the roadway surface.

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The Contractor shall submit a Type 1 Working Drawing consisting of the field measured dimensions.

**(April 6, 2015)**  
**Removing Portions of Existing Bridge Expansion Joints**

The Contractor shall remove all concrete, expansion joint materials, overlay, dirt and debris at the bridge expansion joints of Bridge No(s). \*\*\* 411A, 503B, 505A, 805A, 915 \*\*\* within the blockout dimensions shown in the Plans.

Concrete removal shall conform to Section 2-02.3(2)A2 and the following restriction on power driven tools:

1. Jack hammers no heavier than the nominal 30 pound class.
2. Chipping hammers no heavier than the nominal 15 pound class.

No other power driven equipment shall be used to remove concrete in the vicinity of the bridge expansion joints. The power driven tools shall be operated at angles less than 45 degrees as measured from the surface of the deck to the tool.

The Contractor shall dispose of all materials removed from the bridge expansion joints in accordance with Section 2-02.3.

For polyester concrete headers, or elastomeric concrete headers, the Contractor shall clean and prepare all existing concrete surfaces bonding to the header in accordance with the **Polyester Concrete** or **Elastomeric Concrete** subsection, respectively, to Section 6-02.3 as supplemented in these Special Provisions. For concrete headers, the Contractor shall clean and prepare all existing concrete surfaces bonding to the header in accordance with Section 6-02.3(12)B.

**(April 6, 2015)**  
**Placing Polyester Concrete or Elastomeric Concrete Headers**

The Contractor shall form the polyester concrete or the elastomeric concrete headers in accordance with either the **Polyester Concrete** or the **Elastomeric Concrete** subsection to Section 6-02.3 as supplemented in these Special Provisions. The Contractor shall remove all forms from the bridge expansion joints after casting and curing the polyester concrete or the elastomeric concrete headers.

**(September 8, 2020)**  
**Placing Expansion Joint Sealant**

The Contractor shall have the services of a qualified sealant manufacturer's technical representative physically present at the job site to assist in assuring the proper installation of the rapid cure silicone sealant, provide technical assistance for the use of the joint sealant, train the Contractor's personnel installing the joint sealant, and to observe and inspect the installation of at least the first complete joint.

Prior to scarifying the concrete deck for the modified concrete overlay, the Contractor shall remove all expansion joint materials and debris from the

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existing expansion joints, and shall dispose of these materials and debris as specified in Section 2-02.3.

Prior to placing the modified concrete overlay, the Contractor shall install a temporary form as shown in the Plans to fill the expansion joint gap. The temporary form shall preserve the expansion joint gap during the modified concrete overlay placement, and shall not damage the joint or the concrete overlay upon removal. The Contractor shall submit Type 2 Working Drawing consisting of the type of temporary form material, and the method of installation and removal.

The joint sealant shall not be placed against concrete (including concrete overlay except for polyester concrete overlay) until at least seven days after concrete placement.

After placing the modified concrete overlay and rounding the corner of the overlay at the joints with a 3/8 inch radius, the Contractor shall clean the bridge expansion joints of all temporary forms, dirt, form oil, grease, and other deleterious material. The Contractor shall clean and prepare the entire joint surface receiving the joint sealant in accordance with the manufacturer's joint preparation procedure, and as recommended by the sealant manufacturer's technical representative, including two stage abrasive blasting surface preparation and compressed air cleaning. All steel surfaces to be in contact with the joint sealant shall be cleaned to an SSPC-SP10 condition. The joint receiving the sealant shall be sound, clean, dry, and frost free.

After the cleaned and prepared joint has received the Engineer's acceptance for joint dimensions, alignment, and preparation, the Contractor shall apply the primer, as recommended by the sealant manufacturer, to all surfaces to be in contact with the joint sealant. The primer shall dry and cure for the time period recommended by the sealant manufacturer for the surface type.

After the primer is cured, the Contractor shall place the backer rod, and place the rapid cure silicone sealant in accordance with the joint installation procedure.

If the joint width at the time of installation is less than 1-inch or greater than three inches, the Contractor shall not proceed with the expansion joint modification until the installation procedure is revised as recommended by the sealant manufacturer's technical representative and as approved by the Engineer.

After installing the rapid cure silicone sealant, the Contractor shall flood the joint area with water. If leakage is detected, the bridge expansion joint system shall be repaired by the Contractor, as recommended by the sealant manufacturer.

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

**Remove Steel Angle and Reconstruct Concrete Edge**

This Work shall meet the requirements of Expansion Joint Modification including the following:

1. Submittal of a Demolition Plan that meets the requirements of the Expansion Joint Demolition Plan section of these specifications.



1 **(February 13, 2024)**

2 **6-21.2 Materials**

3 Materials shall meet the requirements of the following sections:

4

5

6	High Molecular Weight Methacrylate	
7	(HMWM) Resin for Crack and Cold Joint Sealing	6-21.2(3)
8	Sand for Abrasive Finish of Cracks and Cold Joints	6-21.2(3)
9	Portland Cement	9-01.2(1)
10	Blended Hydraulic Cement	9-01.2(1)B
11	Fine Aggregate	9-03.1
12	Coarse Aggregate	9-03.1
13	Mortar	9-20.4
14	Burlap Cloth	9-23.5
15	Admixtures	9-23.6
16	Fly Ash	9-23.9
17	Microsilica Fume	9-23.11
18	Water for Concrete	9-25.1

19

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**Division 8**

21

**Miscellaneous Construction**

22

23

**Erosion Control and Water Pollution Control**

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**Construction Requirements**

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***General***

28

29

**Water Management**

30

31

**Management of Off-Site Water**

32

33

Section 8-01.3(1)C4 is supplemented with the following:

34

35

**(August 6, 2012)**

36

**Off-site Stormwater**

37

Stormwater is known to enter the project site at the following locations:

38

39

\*\*\* The west end of Bridge 411A \*\*\*

40

41

42

43

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**Division 9  
Materials**

**Appendices  
(January 2, 2012)**

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

\*\*\*

**APPENDIX A:**

Hydraulic Project Approval for Ardenvoir and New Griffith Bridges,  
Page 1 through Page 6.

Hydraulic Project Approval for Chelan Falls 2 Bridge,  
Page 1 through Page 5.

Hydraulic Project Approval for Peshastin Bridge,  
Page 1 through Page 5.

Hydraulic Project Approval for Stone Hill Bridge,  
Page 1 through Page 5. \*\*\*

**APPENDIX B:**

Pacific Northwest Region Fire Protection and Suppression,  
Page 1 through Page 9.

**(February 13, 2023)  
Standard Plans**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective October 23, 2023, is made a part of this contract.

The Standard Plans are revised as follows:

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.

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

2

3 A-60.40

4 Note 2 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

5

6 B-90.40

7 Valve Detail – DELETED

8

9 C-60.10

10 Sheet 1 of 2, Side view, add new callout pointing to the outer edges of the 3” x 12” lifting

11 slots at bottom of barrier. New callout reads “Permissible 3/4” chamfer.”

12

13 C-85.11

14 On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is

15 revised to read “3” POLYETHYLENE AROUND COLUMN (TYP.)”

16

17 D-3.10

18 Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC

19 BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-

20 3.15” is revised to read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE

21 CONTRACT PLANS”

22 Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER.

23 USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised

24 to read; “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

25

26 D-3.11

27 Sheet 1, Typical Section, callout – ““B” BRIDGE APPROACH SLAB (SEE BRIDGE

28 PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD

29 PLANS D-3.15 OR D-3.16” is revised to read; “B” BRIDGE APPROACH SLAB OR

30 MOMENT SLAB (SEE CONTRACT PLANS)

31 Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB

32 (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE

33 STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON

34 BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

35

36 D-10.10

37 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic

38 barriers attached on top of the wall are considered non-standard and shall be designed

39 in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions

40 stated in the 11/3/15 Bridge Design memorandum.

41

42 D-10.15

43 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic

44 barriers attached on top of the wall are considered non-standard and shall be designed

45 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15

46 Bridge Design memorandum.

47

48 D-10.30

49 Wall Type 5 may be used in all cases.

50

51 D-10.35

52 Wall Type 6 may be used in all cases.

1  
2 D-10.40  
3 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
4 barriers attached on top of the wall are considered non-standard and shall be designed  
5 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15  
6 Bridge Design memorandum.  
7  
8 D-10.45  
9 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
10 barriers attached on top of the wall are considered non-standard and shall be designed  
11 in accordance with the current WSDOT BDM and the revisions stated in the revisions  
12 stated in the 11/3/15 Bridge Design memorandum.  
13  
14 F-10.18  
15 Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3".  
16 - DELETED  
17  
18 J-10.10  
19 Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' –  
20 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"  
21 Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:, "first bullet" item, "-  
22 SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED  
23 TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL  
24 STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"  
25  
26 J-10.16  
27 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
28  
29 J-10.17  
30 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
31  
32 J-10.18  
33 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
34  
35 J-20.26  
36 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton  
37 post."  
38  
39 J-20.16  
40 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE  
41  
42 J-21.10  
43 Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR  
44 BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS  
45 REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR  
46 REQ'D. PER ASSEMBLY"  
47 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top  
48 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR Delete "(TYP.)"  
49 from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation  
50 to find 2 # 4 reinf. Bar.  
51 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top  
52 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from

1 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find  
2 1 # 4 reinf. Bar.  
3 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top  
4 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from  
5 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find  
6 2 # 4 reinf. Bar.  
7 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top  
8 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from  
9 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find  
10 1 # 4 reinf. Bar.  
11 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping  
12 Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam.  
13 Torque Clamping Bolts (see Note 1)"  
14 Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is  
15 revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"  
16  
17 J-21.15  
18 Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE  
19 NIPPLE ~ 1 ½" (IN) DIAM.  
20  
21 J-21.16  
22 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE  
23  
24 J-22.15  
25 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"  
26 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE  
27 NIPPLE ~ 1 ½" (IN) DIAM.  
28  
29 J-40.10  
30 Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S.  
31 FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2"  
32 (IN) S. S. FLAT WASHER"  
33  
34 J-40.36  
35 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is  
36 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and  
37 Pickled) for the cover."  
38  
39 J-40.37  
40 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is  
41 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and  
42 Pickled) for the cover."  
43  
44 J-75.20  
45 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel  
46 Bands", add the following to the end of the note: "Alternate: Stainless steel cable with  
47 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel  
48 bands and associated hardware."  
49  
50 J-75.55  
51 Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.  
52

1 L-5.10  
 2 Sheet 1, General Note 8, third sentence – was; “For traffic barrier having no deflection  
 3 distance, the fence shall be placed a minimum horizontal distance of 3’ – 6’ as measured  
 4 form the top front face of the barrier.” Is revised to read; “For traffic barrier having no  
 5 deflection distance, the fence shall be placed a minimum horizontal distance of 2’ – 6” as  
 6 measured form the top front face of the barrier.”  
 7

8 Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout – “128 deg.” is  
 9 revised to read: “123 deg.”, callout – “51 deg.” is revised to read: “57 deg.”  
 10

11 M-40.10  
 12 Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE  
 13 NOTE 5)”  
 14

15 The following are the Standard Plan numbers applicable at the time this project was  
 16 advertised. The date shown with each plan number is the publication approval date  
 17 shown in the lower right-hand corner of that plan. Standard Plans showing different dates  
 18 shall not be used in this contract.  
 19

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

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	

C-1.....9/8/22	C-22.40-10 ..... 10/16/23	C-60.70-01 ..... 9/8/22
C-1b..... 10/12/23	C-22.45-06 ..... 9/8/22	C-60.80-01 ..... 9/8/22
C-1d..... 10/31/03	C-23.70-01 ..... 10/16/23	C-70.15-00 ..... 8/17/21
C-2c.....8/12/19	C.24.10-04 ..... 10/16/23	C-70.10-04 ..... 10/16/23
C-4f.....8/12/19	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-25.80-05 ..... 8/12/19	C-80.30-02 ..... 8/20/21
	C-20.15-03 ..... 10/12/23	C-60.10-03 ..... 10/16/23	C-80.40-01 ..... 6/11/14
	C-20.18-04 ..... 9/8/22	C-60.15-00 ..... 8/17/21	C-85.10-00 ..... 4/8/12
	C-20.40-10 ..... 10/12/23	C-60.20-01 ..... 9/8/22	C-85.11-01 ..... 9/16/20
	C-20.41-04 ..... 8/22/22	C-60.30-01 ..... 8/17/21	C-85.15-03 ..... 10/17/23
	C-20.42-06 ..... 10/12/23	C-60.40-00 ..... 8/17/21	C-85-18-03 ..... 9/8/22
	C-20.43-00 ..... 8/22/22	C-60.45-00 ..... 8/17/21	C-81.10-00 ..... 9/12/23
	C-20.45.03.....9/8/22	C-60.50-00 ..... 8/17/21	C-81.15-00 ..... 9/12/23
	C-22.16-08 ..... 10/17/23	C-60.60-00 ..... 8/17/21	
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-10.18-03 ..... 3/28/22	F-30.10-04..... 9/25/20	F-45.10-04 ..... 10/16/23
	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
	G-24.40-07 ..... 6/28/18		
5	H-10.10-00 ..... 7/3/08	H-32.10-00 ..... 9/20/07	H-70.10-02 ..... 8/17/21
	H-10.15-00 ..... 7/3/08	H-60.10-01 ..... 7/3/08	H-70.20-02 ..... 8/17/21
	H-30.10-00 ..... 10/12/07	H-60.20-01 ..... 7/3/08	
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
7			

J-05.50-00 ..... 8/30/22	J-26.20-01 ..... 6/28/18	J-50.10-01 ..... 7/31/19
J-10 ..... 7/18/97	J-27.10-01 ..... 7/21/16	J-50.11-02 ..... 7/31/19
J-10.10-04 ..... 9/16/20	J-27.15-00 ..... 3/15/12	J-50.12-02 ..... 8/7/19
J-10.12-00 ..... 9/16/20	J-28.01-00 ..... 8/30/22	J-50.13-01 ..... 8/30/22
J-10.14-00 ..... 9/16/20	J-28.10-02 ..... 8/7/19	J-50.15-01 ..... 7/21/17
J-10.15-01 ..... 6/11/14	J-28.22-00 ..... 8/07/07	J-50.16-01 ..... 3/22/13
J-10.16-02 ..... 8/18/21	J-28.24-02 ..... 9/16/20	J-50.18-00 ..... 8/7/19
J-10.17-02 ..... 8/18/21	J-28.26-01 ..... 12/02/08	J-50.19-00 ..... 8/7/19
J-10.18-02 ..... 8/18/21	J-28.30-03 ..... 6/11/14	J-50.20-00 ..... 6/3/11
J-10.20-04 ..... 8/18/21	J-28.40-02 ..... 6/11/14	J-50.25-00 ..... 6/3/11
J-10.21-02 ..... 8/18/21	J-28.42-01 ..... 6/11/14	J-50.30-00 ..... 6/3/11
J-10.22-03 ..... 10/4/23	J-28.43-01 ..... 6/28/18	J-60.05-01 ..... 7/21/16
J-10.25-00 ..... 7/11/17	J-28.45-03 ..... 7/21/16	J-60.11-00 ..... 5/20/13
J-10.26-00 ..... 8/30/22	J-28.50-03 ..... 7/21/16	J-60.12-00 ..... 5/20/13
J-12.15-00 ..... 6/28/18	J-28.60-03 ..... 8/27/21	J-60.13-00 ..... 6/16/10
J-12.16-00 ..... 6/28/18	J-28.70-04 ..... 8/30/22	J-60.14-01 ..... 7/31/19
J-15.10-01 ..... 6/11/14	J-29.10-02 ..... 8/26/22	J-75.10-02 ..... 7/10/15
J-15.15-02 ..... 7/10/15	J-29.15-01 ..... 7/21/16	J-75.20-01 ..... 7/10/15
J-20.01-00 ..... 8/30/22	J-29.16-02 ..... 7/21/16	J-75.30-02 ..... 7/10/15
J-20.10-05 ..... 10/4/23	J-30.10-01 ..... 8/26/22	J-75.50-00 ..... 8/30/22
J-20.11-03 ..... 7/31/19	J-40.01-00 ..... 8/30/22	J-75.55-00 ..... 8/30/22
J-20.15-03 ..... 6/30/14	J-40.05-00 ..... 7/21/16	J-80.05-00 ..... 8/30/22
J-20.16-02 ..... 6/30/14	J-40.10-04 ..... 4/28/16	J-80.10-01 ..... 8/18/21
J-20.20-02 ..... 5/20/13	J-40.20-03 ..... 4/28/16	J-80.12-00 ..... 8/18/21
J-20.26-01 ..... 7/12/12	J-40.30-04 ..... 4/28/16	J-80.15-00 ..... 6/28/18
J-21.10-04 ..... 6/30/14	J-40.35-01 ..... 5/29/13	J-81.10-02 ..... 8/18/21
J-21.15-01 ..... 6/10/13	J-40.36-02 ..... 7/21/17	J-81.12-00 ..... 9/3/21
J-21.16-01 ..... 6/10/13	J-40.37-02 ..... 7/21/17	J-84.05-00 ..... 8/30/22
J-21.17-01 ..... 6/10/13	J-40.38-01 ..... 5/20/13	J-86.10-00 ..... 6/28/18
J-21.20-01 ..... 6/10/13	J-40.39-00 ..... 5/20/13	J-90.10-03 ..... 6/28/18
J-22.15-02 ..... 7/10/15	J-40.40-02 ..... 7/31/19	J-90.20-03 ..... 6/28/18
J-22.16-03 ..... 7/10/15	J-45.36-00 ..... 7/21/17	J-90.21-02 ..... 6/28/18
J-26.10-03 ..... 7/21/16	J-50.05-00 ..... 7/21/17	J-90.50-00 ..... 6/28/18
J-26.15-01 ..... 5/17/12		

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-5.10-01 ..... 7/17/23	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-12.10-03 ..... 8/2/22	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-20.30-04 ..... 2/29/16	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		

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2

***APPENDIX A***  
***Hydraulic Project Approval(s)***



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-144+01  
FPA/Public Notice Number: N/A  
Application ID: 33241

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Public Works Department ATTENTION: Jason Detamore 316 Washington St, Ste 402 Wenatchee, WA 98801-4105	

- Project Name:** Chelan County Bridge Deck Rehabilitation and Repairs (Ardenvoir/New Griffith Bridges)
- Project Description:** This project will restore the bridge decks and/or expansion joints for five County bridges including:
- Ardenvoir Bridge (Bridge #505A): Bridge Deck Repair & Expansion Joint Repair/Replacement
  - New Griffith Bridge (Bridge #503B): Expansion Joint Repair/Replacement

## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project immediately and you must complete the project by November 30, 2028.
2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Ardenvoir Bridge Layout.pdf", dated October 26, 2023, and "New Griffith Bridge.pdf", dated November 16, 2023, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

### NOTIFICATION REQUIREMENTS

4. PRE- AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
5. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
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FPA/Public Notice Number: N/A

Application ID: 33241

6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

8. Use existing roadways or travel paths.

9. Clearly mark boundaries to establish the limit of work associated with site access and construction.

10. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.

11. Confine the use of equipment to the specific access and work corridor shown in the approved plans.

12. This Hydraulic Project Approval does not authorize equipment crossings of the stream.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

13. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

14. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

15. Straw, mulch, or any other biodegradable materials used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

16. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

17. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

18. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.

19. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

20. Do not burn wood treated with preservatives, trash, waste, or other deleterious materials waterward of the ordinary high water line.

21. Deposit all trash from the project at an appropriate upland disposal location.

## BRIDGE AND CONSTRUCTION MATERIALS

22. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

23. Do not stockpile construction material waterward of the ordinary high water line.

24. Prevent the existing structure and associated construction materials from entering the stream when removing them.

## DEMOBILIZATION AND CLEANUP



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-144+01  
FPA/Public Notice Number: N/A  
Application ID: 33241

- 25. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
- 26. Remove non-biodegradable temporary erosion and sediment control methods after the job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Ardenvoir Bridge , Entiat, WA 98822					
WORK START:	December 1, 2023			WORK END:	November 30, 2028	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
46 - Entiat	Entiat River (rb)			Columbia River		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	20	26 N	20 E	47.736	-120.363	Chelan
<u>Location #1 Driving Directions</u>						
Mile Post 0.7 Mad River Road						
LOCATION #2:	Site Name: New Griffith Bridge , Entiat, WA 98822					
WORK START:	December 1, 2023			WORK END:	November 30, 2028	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
46 - Entiat	Entiat River (rb)			Columbia River		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	11	25 N	20 E	47.671	-120.303	Chelan
<u>Location #2 Driving Directions</u>						
Mile post 3.96 Entiat River Road						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.



## HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023

Permit Number: 2023-2-144+01

Project End Date: November 30, 2028

FPA/Public Notice Number: N/A

Application ID: 33241

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This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.



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Washington Department of  
Fish & Wildlife  
PO Box 43234  
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Permit Number: 2023-2-144+01  
FPA/Public Notice Number: N/A  
Application ID: 33241

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## APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

**A. INFORMAL APPEALS:** WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

**B. FORMAL APPEALS:** WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

**C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS:** If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

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# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

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Project End Date: November 30, 2028

Permit Number: 2023-2-144+01  
FPA/Public Notice Number: N/A  
Application ID: 33241

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Habitat Biologist      ken.muir@dfw.wa.gov  
Ken Muir                509-670-3291

A handwritten signature in blue ink, appearing to read "Ken Muir".

for Director  
WDFW

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# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-145+01  
FPA/Public Notice Number: N/A  
Application ID: 33360

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Public Works Department ATTENTION: Jason Detamore 316 Washington St, Ste 402 Wenatchee, WA 98801-4105	

**Project Name:** Chelan County Bridge Deck Rehabilitation and Repairs (Chelan Falls Bridge)

**Project Description:** This project will restore the bridge decks and/or expansion joints for five County bridges including:

- Chelan Falls 2 Bridge (Bridge #805A): Expansion Joint Repair/Replacement

## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project immediately and you must complete the project by November 30, 2028.
2. You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Chelan Falls Bridge Layout.pdf", dated November 8, 2023, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

### NOTIFICATION REQUIREMENTS

4. PRE- AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
5. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.
6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
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FPA/Public Notice Number: N/A  
Application ID: 33360

Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
8. Use existing roadways or travel paths.
9. Clearly mark boundaries to establish the limit of work associated with site access and construction.
10. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.
11. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
12. This Hydraulic Project Approval does not authorize equipment crossings of the stream.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

13. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
14. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
15. Straw, mulch, or any other biodegradable materials used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
16. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
17. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
18. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
19. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
20. Do not burn wood treated with preservatives, trash, waste, or other deleterious materials waterward of the ordinary high water line.
21. Deposit all trash from the project at an appropriate upland disposal location.

## BRIDGE AND CONSTRUCTION MATERIALS

22. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
23. Do not stockpile construction material waterward of the ordinary high water line.
24. Prevent the existing structure and associated construction materials from entering the stream when removing them.

## DEMOBILIZATION AND CLEANUP

25. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils



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FPA/Public Notice Number: N/A  
Application ID: 33360

and waste materials in an upland area above the limits of anticipated floodwater.

26. Remove non-biodegradable temporary erosion and sediment control methods after the job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Chelan Falls Bridge , Chelan, WA 98816					
WORK START:	December 1, 2023			WORK END:	November 30, 2028	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
47 - Chelan	Chelan River (rb)			Columbia River		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	29	27 N	23 E	47.804	-119.985	Chelan
<u>Location #1 Driving Directions</u>						
Mile post 0.70 Chelan Falls Road						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
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Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-145+01  
FPA/Public Notice Number: N/A  
Application ID: 33360

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All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

## APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-145+01  
FPA/Public Notice Number: N/A  
Application ID: 33360

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist      ken.muir@dfw.wa.gov  
Ken Muir                509-670-3291

for Director  
WDFW



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
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Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-146+01  
FPA/Public Notice Number: N/A  
Application ID: 33362

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Public Works Department ATTENTION: Jason Detamore 316 Washington St, Ste 402 Wenatchee, WA 98801-4105	

**Project Name:** Chelan County Bridge Deck Rehabilitation and Repairs (Peshastin Bridge)

**Project Description:** This project will restore the bridge decks and/or expansion joints for five County bridges including:

- Peshastin Bridge (Bridge 411A): Bridge Deck Repair & Expansion Joint Repair/Replacement

## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project immediately and you must complete the project by November 30, 2028.
2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Peshastin Bridge Layout.pdf", dated November 9, 2023, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

### NOTIFICATION REQUIREMENTS

4. PRE- AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
5. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.
6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
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PO Box 43234  
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Project End Date: November 30, 2028

FPA/Public Notice Number: N/A

Application ID: 33362

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Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
8. Use existing roadways or travel paths.
9. Clearly mark boundaries to establish the limit of work associated with site access and construction.
10. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.
11. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
12. This Hydraulic Project Approval does not authorize equipment crossings of the stream.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

13. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
14. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
15. Straw, mulch, or any other biodegradable materials used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
16. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
17. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
18. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
19. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
20. Do not burn wood treated with preservatives, trash, waste, or other deleterious materials waterward of the ordinary high water line.
21. Deposit all trash from the project at an appropriate upland disposal location.

## BRIDGE AND CONSTRUCTION MATERIALS

22. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
23. Do not stockpile construction material waterward of the ordinary high water line.
24. Prevent the existing structure and associated construction materials from entering the stream when removing them.

## DEMOBILIZATION AND CLEANUP

25. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils



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FPA/Public Notice Number: N/A  
Application ID: 33362

and waste materials in an upland area above the limits of anticipated floodwater.

26. Remove non-biodegradable temporary erosion and sediment control methods after the job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Peshastin Bridge , Peshastin, WA 98847					
WORK START:	December 1, 2023			WORK END:	November 30, 2028	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
45 - Wenatchee	Wenatchee River (rb)			Columbia River		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	17	24 N	18 E	47.568	-120.605	Chelan
<u>Location #1 Driving Directions</u>						
Mile post 4.40 Main Street, Peshastin						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
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Issued Date: December 01, 2023  
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Permit Number: 2023-2-146+01  
FPA/Public Notice Number: N/A  
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All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

## APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.



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Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-146+01  
FPA/Public Notice Number: N/A  
Application ID: 33362

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist      ken.muir@dfw.wa.gov  
Ken Muir                509-670-3291

for Director  
WDFW



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-147+01  
FPA/Public Notice Number: N/A  
Application ID: 33363

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Public Works Department ATTENTION: Jason Detamore 316 Washington St, Ste 402 Wenatchee, WA 98801-4105	

**Project Name:** Chelan County Bridge Deck Rehabilitation and Repairs (Stone Hill Bridge)

**Project Description:** This project will restore the bridge decks and/or expansion joints for five County bridges including:

- Stone Hill Bridge (Bridge #915): Expansion Joint Repair/Replacement

## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project immediately and you must complete the project by November 30, 2028.
2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Stone Hill Bridge Layout.pdf", dated November 9, 2023, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

### NOTIFICATION REQUIREMENTS

4. PRE- AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
5. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.
6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and



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Application ID: 33363

Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
8. Use existing roadways or travel paths.
9. Clearly mark boundaries to establish the limit of work associated with site access and construction.
10. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.
11. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
12. This Hydraulic Project Approval does not authorize equipment crossings of the stream.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

13. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
14. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
15. Straw, mulch, or any other biodegradable materials used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
16. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
17. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
18. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
19. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
20. Do not burn wood treated with preservatives, trash, waste, or other deleterious materials waterward of the ordinary high water line.
21. Deposit all trash from the project at an appropriate upland disposal location.

## BRIDGE AND CONSTRUCTION MATERIALS

22. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
23. Do not stockpile construction material waterward of the ordinary high water line.
24. Prevent the existing structure and associated construction materials from entering the stream when removing them.

## DEMOBILIZATION AND CLEANUP

25. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils



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and waste materials in an upland area above the limits of anticipated floodwater.

26. Remove non-biodegradable temporary erosion and sediment control methods after the job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:		Site Name: Stone Hill Bridge , Malaga, WA 98828				
WORK START:		December 1, 2023		WORK END:		November 30, 2028
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
40 - Alkali - Squilchuck		Colockum Creek (rb)			Columbia River	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	34	21 N	21 E	47.273	-120.184	Chelan
<u>Location #1 Driving Directions</u>						
Mile post 7.57 Colockum Road						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.



## HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-147+01  
FPA/Public Notice Number: N/A  
Application ID: 33363

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All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

### APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 01, 2023  
Project End Date: November 30, 2028

Permit Number: 2023-2-147+01  
FPA/Public Notice Number: N/A  
Application ID: 33363

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist      [ken.muir@dfw.wa.gov](mailto:ken.muir@dfw.wa.gov)  
Ken Muir                509-670-3291

for Director  
WDFW

***APPENDIX B***  
***Pacific Northwest Region***  
***Fire Protection and Suppression***

**Pacific Northwest Region  
Fire Protection and Suppression**

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4 1. Fire Period and Closed Season  
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6 Specific fire prevention measures are listed below and shall be effective for the  
7 period April 1 to October 31 of each year. The Forest Service may change the  
8 dates of the said period by advance written notice if justified by unusual  
9 weather or other conditions. Required tools and equipment shall be kept  
10 currently in serviceable condition and immediately available for initial attack on  
11 fires.  
12

13 2. Fire Plan  
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15 Before starting any operations on the project, the Contractor, Permittee,  
16 Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall  
17 prepare a fire plan in cooperation with the Contracting officer providing for the  
18 prevention and control of fires in the project area.  
19

20 The Contractor shall certify compliance with fire protection and suppression  
21 requirements before beginning operations during the fire period and closed  
22 season, and shall update such certification when operations change.  
23

24 3. Substitute Measures  
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26 The Contracting officer may by written notice, authorize substitute measures  
27 or equipment or may waive specific requirements during periods of low fire  
28 danger.  
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30 4. Emergency Measures  
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32 The Forest Service may require emergency measures, including the  
33 necessary shutting down of equipment or portions of operations in the project  
34 area during periods of fire emergency created by hazardous climatic  
35 conditions.  
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37 5. Fire Control  
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39 The Contractor shall, independently and in cooperation with the Forest  
40 Service, take all reasonable action to prevent and suppress fires in a project  
41 area. Independent initial action shall be prompt and shall include the use of all  
42 personnel and equipment available in the project area.  
43

44 For the purpose of fighting forest fires on or in the vicinity of the project, which  
45 are not caused by the Contractor's operations, the Contractor shall place  
46 employees and equipment temporarily at the disposal of the Forest Service.  
47 Any individual hired by the Forest Service will be employed in accordance with  
48 the Interagency Pay Plan for Emergency Firefighters. The Forest Service will  
49 compensate the Contractor for equipment rented at fire fighting equipment  
50 rates common in the area or at prior agreed to rates.  
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6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from the Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "O" or larger. In addition, each motor patrol, truck, and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "o" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within one (1) minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

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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:

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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;

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- 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

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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 1/4 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 1/4 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.

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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>
_____	_____	_____	_____

Contracting Officer's Representative

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____

Forest Service Inspector(s)

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_