# **CONTRACT DOCUMENTS**

CRP 616
SELPH LANDING BRIDGE #906-8.79
REPLACEMENT
BROS-2011(050)
RAP-1118-03





# FRANKLIN COUNTY PUBLIC WORKS DEPARTMENT



# CRP 616 SELPH LANDING BRIDGE #906-8.79 REPLACEMENT

FHWA-BROS-2011(050) RATA-RAP-1118-03

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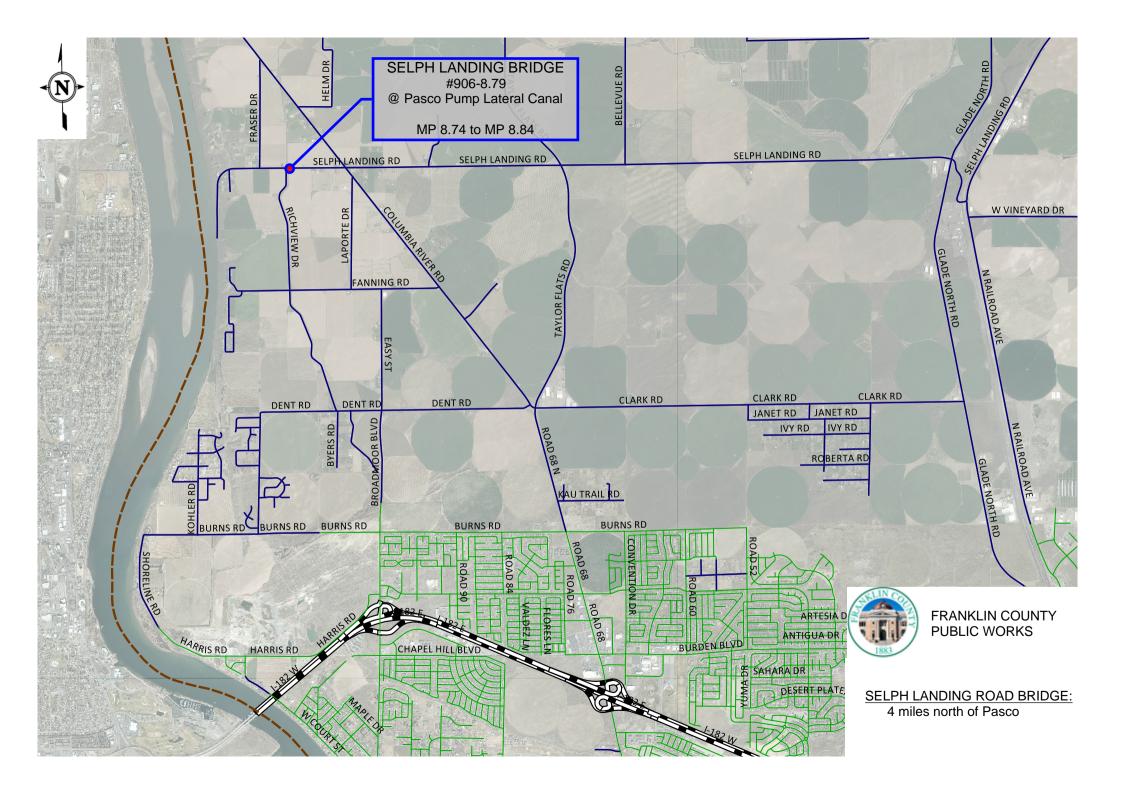
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#### INVITATION TO BID

#### CRP 616 – SELPH LANDING #906-8.79 REPLACEMENT FHWA – BROS-2011(050) RATA – RAP – 1118-03

Franklin County is is inviting and requesting bid proposals for CRP 616 - Selph Landing #906-8.79 Replacement.

The project provides for replacing a structurally deficient concrete/steel bridge and replacing it with a multiplate steel structure. The project will also include construction of the inlet and outlet of a cast-in-place concrete headwall with transition wingwalls, grading, crushed surfacing, HMA and other related work. The project is located on Selph Landing Road a half mile west of the intersection of Columbia River Road (46.329288°, -119.236304°).

Due to the COVID-19 global pandemic, Franklin County has made changes to the bid submittal and bid opening process for the above referenced bid.

Delivery of sealed bids: Franklin County will be accepting mailed-in or hand-delivered bids. Sealed bids shall be marked with the project's name and number and be addressed to the Franklin County Engineer. Bid Proposals must be received at Franklin County Public Works, 3416 Stearman, Pasco, Washington, 99301 prior to 9:30 AM, Wednesday, December 23<sup>rd</sup>, 2020.

Location of Bid Opening: Virtual Public Bid Opening will be opened and publicly read aloud at the Franklin County Public Works Department after 9:30 AM on Wednesday, December 23<sup>rd</sup>, 2020 utilizing Cisco Webex. A link will be posted on Franklin County Public Works Bid Opportunity website page located at <a href="http://www.co.franklin.wa.us/publicworks/bid\_opportunities.php">http://www.co.franklin.wa.us/publicworks/bid\_opportunities.php</a>. Bids shall be submitted only on the proposal form provided with the specifications.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the total contract amount.

Complete digital project bidding documents are available at <a href="www.questcdn.com">www.questcdn.com</a>. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #7425206 on the websites Projects Search Page. Firms who intend to submit a bid should download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars (\$15.00). Please contact QuestCDN.com at 952-233-1632 or <a href="mailto:info@questcdn.com">info@questcdn.com</a> for assistance in free membership, registration, downloading, and working with this digital project information.

Informational copies of maps, plans and specifications are on file for inspection in the Office of the County Engineer of Franklin County and the Office of the Franklin County Commissioners both in Pasco, Washington.

The following is applicable to Federal-aid projects:

The Franklin County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The Franklin County Commissioners reserve the right to reject any and all bids and to waive technicalities or irregularities, and after careful consideration of all bids and factors involved make the award to best serve the interests of Franklin County.

Signed this 3<sup>rd</sup> of December, 2020.

FRANKLIN COUNTY ENGINEER FRANKLIN COUNTY, WASHINGTON

Craig B. Erdman, PE, County Engineer

## **PROPOSAL**

**BID PROPOSAL** 

NON-COLLUSION DECLARATION

CERTIFICATION FOR FEDERAL-AID CONTRACTS

PROPOSAL BOND

CONTRACTOR CERTIFICATION WAGE LAW COMPLIANCE

#### **PROPOSAL**

TO: THE BOARD OF COUNTY COMMISSIONERS Franklin County, Washington

This certifies that the undersigned has examined the location of the project and that the plans, specifications, and contract governing the work embraced in this improvement and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced by 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 of rates and prices.

(Note: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only. Figures written to the right of the dot (decimal) shall be interpreted as cents.)

#### BID

Item No.	Plan Quantity	ltem	Unit Price	Total Amount
1.	Lump Sum	Mobilization	per L.S.	16,551.31
2.	Lump Sum	Clearing and Grubbing	3,340.66 per L.S.	3,340.66
3.	Lump Sum	Removal of Structure and Obstruction	/ <i>B</i> ,/ <i>3</i> /./ <i>y</i> per L.S.	18,131.16
4.	Lump Sum	Removing Exiting Bridge	10,196.44 per L.S.	10,196.44
5.	440	Roadway Excavation Incl. Haul		5,187.60
6.	80	Embankment Compaction	20. <u>9</u> per C.Y.	1,655.20
7.	Lump Sum	Agency Designed Buried Structure No. 906-8.79	72,561.2 <u>4</u> per L.S.	72,56134
8.	Lump Sum	Shoring or Extra Excavation Cl. A incl Haul	/, 170.33 per L.S.	1,670.33
9.	Estimated	Force Account – Canal Liner Repair	\$5,000.00 per Est	\$5,000.00

10.	430	Crushed Surfacing Base Course	per Ton	14,319.00
11.	190	Crushed Surfacing Top Course	98. 63 per Ton	7,225.70
12.	95	HMA CI. 3/8 In. PG 64S-28	73.69 per Ton	16,500.55 8,608.80
13.	60	HMA for Approach Cl. 3/8 In. PG 64S-28	per Ton	
14.	Lump Sum	Erosion Control and Water Pollution Prevention	/, 786. 18 Per L.S.	1,786.18
16.	80	Seeding and Fertilizing By Hand	per 0. r.	840. 30
17.	576	Painted Line	2. 05 per L.F.	1,180.80
18.	Lump Sum	Project Temporary Traffic Control	2,357. <sup>22</sup> per L.S.	2,357.22
19.	200	Construction Signs Class A	77.3° per S.F.	2,460.00
20.	Calculated	Minor Change	\$7,000 per Calc	\$7,000
21.	Lump Sum	Trimming and Cleanup	3,340. <u>66</u> per L.S.	3,340.66
22.	Lump Sum	SPCC Plan	96.34 per L.S.	86.34

TOTAL BID \$ /99,999.99

# 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 have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report bid 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.

# Failure to return this Certification as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

### **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.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

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

CASH	1	[ ] IN THE AMOUNT OF	
CASH	HER'S	S CHECK [ ]DOLLARS	•
CERT	TIFIED	CHECK [ ] (\$) Payable to the County Treasurer	
PROF	POSAL	L BOND [V] IN THE AMOUNT OF 5% OF THE BID	
** Red	ceipt is	s hereby acknowledged of addendum(s),,,,,,	NED
Propo	sal mu	SIGNATURE OF AUTHORIZED OFFICIAL (S)  sust be signed >	
		ANDY PETERS	
		FIRM NAME INDUSTRIAL CONSTRUCTION OF WASHINGTON, L	LC.
		CONTRACTOR'S LICENSE NO. /Npuscw 838 mB	
		WASHINGTON STATE L&I NO: 681, 148-00	
		REVENUE TAX NUMBER: 82-2338220	
		UBI NUMBER: 604-151-804	
		ADDRESS 84609 N. YAKIMA RIVER DELIVE WEST RICH	HANC
		PHONE NO. (509) 378-7626	4993
Note:	(1)	This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.	
	(2)	Please refer to Section 1-02.6 of the Standard Specifications regarding "Preparation	

of Proposal"

### **PROPOSAL BOND**

Of_ Richland, Wash	<pre>JY THESE PRESEN ington</pre>	NTS, that we, Industrial Construction of Washington LLCas principal, and the Old Republic Surety Company
full and penal sum for the work herein	of five (5) percent of after described, for	, a corporation duly organized to do business in e held and firmly bound unto Franklin County in the f the total amount of the bid proposal of said principal the payment of which, well and truly to be made, we sand assigns, and successors and assigns firmly by
The condition of the his or its sealed pro	is bond is such that posal for the Count	whereas the principal herein is herewith submitting y Road project, to wit:
CRP 610	3 – Selph Landii	ng Bridge #906-8.79 Replacement
said bid and propos	sal, by reference the	ereto, being made a part hereof.
be awarded to said said contract and s	principal, and if said hall furnish bond as	al bid by said principal be accepted and the contract principal shall duly make and enter into and execute required by Franklin County within a period of ten herwise it shall remain and be in full force and effect.
IN TESTIMONY W signed the	HEREOF, the princ	sipal and surety have caused these presents to be
_23rd day (	of <u>December</u>	Principal Industrial Construction of Washington LLC
		Old Republic Surety Company Surety  Attorney-in-Fact Yesica Perez

## OLD REPUBLIC SURETY COMPANY

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and

JOHN R MOSTOLLER, CHERYL ANN MOORE, APRIL MORGAN, MICHAEL R. BUTTON, YESICA PEREZ, OF RICHLAND, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS** 

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF,	OLD REP	UBLIC SURETY	COMPANY	has caused t	these pr	resents to be	signed by	its prope	er officer,	and its co	rporate seal to be
affixed this 28TH	_day of										

Karca J. Haffrer Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

**OLD REPUBLIC SURETY COMPANY** 

On this 28TH day of OCTOBER, 2020 , personally came before me, Alan Pavlic , to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above Karen J Haffner instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



My commission expires:

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in

78-8440

Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ December,

Karea J. staffeer

**Assistant Secretary** 

PAYNEWEST INSURANCE, INC



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

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

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

Bidder Name: Noustrial Cons	STRUCTION OF WASHINGTON, LLC.
Name of Contractor/Bidder - Pri	
By: MY	HNDY PETERS
Signature of authorized person	Print Name of person making certifications for firm
Title: OWNER  Title of person signing certificate	Place: WEST Ruftano, WA.  Print city and state where signed
time of person digitally contained to	Time only and state whole signed
Date: DECEMBER 23, 2020	

# **CONTRACT**

**CONTRACT** 

PUBLIC WORKS PAYMENT BOND

PUBLIC WORKS PERFORMANCE BOND

#### CONTRACT

THIS AGI	REEN	ΛENT,	MADE	AND E	ENTE	ERED II	OTV	$THIS_{\_}$		da	y of			2021
between	the	COUN	ITY C	F FR	ANKI	LIN, a	cting	throu	ıgh	the I	BOARD	OF	COL	INTY
COMMIS	SION	IERS,	unde	and	by	virtue	of	Title	47	RCV	V as	amer	ıded,	and
						, her	einaf	ter ca	lled t	the Co	ontracto	or.		

WITNESSETH, this in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

The Contractor shall do all work and furnish all tools, materials, and equipment for <u>CRP 616 – Selph Landing Bridge #906-8.79 Replacement</u>, in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington State Department of Transportation, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents, except those items mentioned therein to be furnished by the County of Franklin.

- II. The County of Franklin hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work, and to complete and finish the same in accord with the attached plans, specifications, and terms and conditions herein contained; and, hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time, in the manner, and upon the conditions provided for in this contract.
- III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants required of the Contractor in the contract.
- IV. It is further provided that no liability shall attach the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument in the day and year first below written; and the board of County Commissioners has caused this instrument to be executed by and in the name of said County of Franklin the day and year first above written.

Executed by the Contractor:

	Date
	Contractor
	BOARD OF COUNTY COMMISSIONERS Franklin County, Washington
	Chair
	Chair Pro Tem
	Member
ATTEST:	_
Approved as to Form:	
Deputy Prosecuting Attorney, Franklin Co	ounty

# PUBLIC WORKS PAYMENT BOND to Franklin County, WA

torran	iniii oodiity, tirk
Bon	nd No
a contract for the construction of the project des <b>Replacement</b> , in Franklin County, Washington (	rded to, (Principal) signated as <b>CRP 616 – Selph Landing Bridge #906-8.79</b> Contract), and said Principal is required under the terms of d with Title 39.08 Revised Code of Washington (RCW) and
as surety and named in the current list of "Suret in the Federal Register by the Audit Staff Bureau held and firmly bound to	(Surety), a corporation organized under and licensed to do business in the State of Washington ty Companies Acceptable in Federal Bonds" as published of Accounts, U.S. Treasury Dept., are jointly and severally the County, in the sum of US Dollars ontract Amount, subject to the provisions herein.
administrators, successors, or assigns shall pay and 39.12 including all workers, laborers, mer persons who shall supply such contractor or sub of such work, and all taxes incurred on said Con-	and void, if and when the Principal, its heirs, executors, all persons in accordance with RCW Titles 60.28, 39.08, chanics, subcontractors, and material suppliers, and all econtractor with provisions and supplies for the carrying on tract under Title 50 and 51 RCW and all taxes imposed on ayment obligations have not been fulfilled, this bond shall
of the Contract, the specifications accompanyin Contract shall in any way affect its obligation on any change, extension of time, alteration or add The Surety agrees that modifications and change	ange, extension of time, alteration or addition to the terms g the Contract, or to the work to be performed under the this bond, except as provided herein, and waives notice of dition to the terms of the Contract or the work performed. The terms and conditions of the Contract that increase automatically increase the obligation of the Surety on this th increased obligation.
, , ,	
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title
Name, address, and telephone of local office/agent of	Surety Company is:

### **PUBLIC WORKS PERFORMANCE BOND**

to Franklin County, WA

Bor	nd No
	ct designated as <b>CRP 605 – Pasco-Kahlotus Road</b> , Washington (Contract), and said Principal is required to
as surety and named in the current list of "Sure in the Federal Register by the Audit Staff Bureau held and firmly bound to the	US
Dollars (\$)	) Total Contract Amount, subject to the provisions herein.
administrators, successors, or assigns shall we under the Contract and fulfill all the terms and conchanges to said Contract that may hereafter be used if such performance obligations have not been further Surety for value received agrees that no choof the Contract, the specifications accompanying Contract shall in any way affect its obligation on time, alteration or addition to the terms of the modifications and changes to the terms and conpaid the Principal shall automatically increase the is not required for such increased obligation.  This bond may be executed in two (2) original	null and void, if and when the Principal, its heirs, executors well and faithfully perform all of the Principal's obligations and itions of all duly authorized modifications, additions, and made, at the time and in the manner therein specified; and ulfilled, this bond shall remain in full force and effect.  The ange, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed under the or this bond, and waives notice of any change, extension of Contract or the work performed. The Surety agrees the additions of the Contract that increase the total amount to be elementary on the Surety on this bond and notice to Surety all counterparts, and shall be signed by the parties' duly
authorized officers. This bond will only be accepower of attorney for the officer executing on be	epted if it is accompanied by a fully executed and origina half of the surety.
PRINCIPAL	SURETY
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

## **SPECIAL PROVISIONS**

# FRANKLIN COUNTY SPECIAL PROVISION REQUIRED FEDERAL-AID CONTRACT PROVISIONS

1 2 3 4	FRANKLIN COUNTY CRP 616 – SELPH LANDING BRIDGE #906-8.79 REPLACEMENT FED AID NO. BROS-2011(050) STATE AID NO. RAP-1118-03
5	SPECIAL PROVISIONS
6	INTRODUCTION TO THE EDECIAL PROVISIONS
7 8	INTRODUCTION TO THE SPECIAL PROVISIONS
9	(August 14, 2013 APWA GSP)
11 12 13 14 15 16 17 18	The work on this project shall be accomplished in accordance with the <i>Standard Specifications</i> for Road, Bridge and Municipal Construction, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.
19 20 21 22 23 24 25	These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.
26 27 28	The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:
29 30 31 32	(March 8, 2013 APWA GSP) (April 1, 2013 WSDOT GSP) (****** Agency Name GSP)
33	Also incorporated into the Contract Documents by reference are:
34 35	<ul> <li>Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any</li> </ul>
36 37	• Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

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

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### 3 4

### DIVISION 1 GENERAL REQUIREMENTS

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#### **Description of Work**

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(March 13, 1995, WSDOT GSP)

This Contract provides for the replacement of \*\*\* a structurally deficient concrete/steel bridge and replacing it with a multiplate steel structure. The project will also include construction of the inlet and outlet of a cast-in-place concrete headwall with transition wingwalls, grading, crushed surfacing, HMA, \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

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#### 1-01 DEFINITIONS AND TERMS

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## **1-01.2(2)**, Items of Work and Units of Measurement Section 1-01.2(2) is supplemented with the following:

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The following items and the intended meaning are added:

21 BM..... Bench Mark

BVC..... Begin Vertical Curve

CDF..... Controlled Density Fill

DI or DIP ...... Ductile Iron Pipe

DW ...... Drywell

EA..... Each

27 ELEV or EL.... Elevation

28 EVC..... End Vertical Curve

EXIST..... Existing

FH ..... Fire Hydrant

FL or FLG..... Flange INV......Invert

LS..... Landscaping

LT.....Left

MH ..... Manhole

MJ ...... Mechanical Joint NTS ...... Not to Scale

RT ..... Right

SD..... Storm Drain

SS ..... Sanitary Sewer

SHT......Sheet
SW......Sidewalk

TBM ..... Temporary Bench Mark

TYP......Typical

#### 1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

#### **Dates**

#### **Bid Opening Date**

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

#### Award Date

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

#### **Contract Execution Date**

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

#### Notice to Proceed Date

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

#### Substantial Completion Date

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

#### **Physical Completion Date**

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

#### **Completion Date**

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

#### Final Acceptance Date

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

#### Supplement this Section with the following:

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

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

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

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

#### Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid

#### **Alternate**

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

#### **Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

#### **Contract Bond**

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

#### **Contract Documents**

See definition for "Contract".

#### **Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

#### **Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

#### **Notice to Proceed**

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

#### **Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

-02.1	Prequalification of Bidder	S	
Delete th	is Section and replace it with t	the following:	
	<b>1 Qualifications of Bidder</b> uary 24, 2011 APWA GSP)		
quali			bidder must meet at least the m red a responsible bidder and qualifie
<b>-02.2</b> June 27	Plans and Specifications 7, 2011 APWA GSP)		
elete th	is section and replace it with t	he following:	
	mation as to where Bid Docum for Bids (Advertisement for Bid		btained or reviewed can be found in
Call f After	or Bids (Advertisement for Bid	s) for the work	
Call f After	or Bids (Advertisement for Bid award of the contract, plans ar etailed below:	s) for the work	ns will be issued to the Contractor at
Call f After	or Bids (Advertisement for Bid award of the contract, plans ar etailed below:  To Prime Contractor	s) for the work	ns will be issued to the Contractor at  Basis of Distribution  Furnished automatically upon
Call f After	for Bids (Advertisement for Bid award of the contract, plans are etailed below:  To Prime Contractor  Reduced plans (11" x 17")	s) for the work nd specification No. of Sets	Basis of Distribution Furnished automatically upon award. Furnished automatically upon
Call f	award of the contract, plans are tailed below:  To Prime Contractor  Reduced plans (11" x 17")  Contract Provisions  Large plans (e.g., 22" x 34")	No. of Sets 4 2 0 isions may be	Basis of Distribution  Furnished automatically upon award.  Furnished automatically upon award.  Furnished only upon request.

(September 3, 2019 WSDOT GSP)

Section 1-02.4(1) is supplemented with the following:

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The Reference Information for this project is available for review by the bidder at the following location:

3 4

### \*\*\* http://www.co.franklin.wa.us/publicworks/construction\_projects.php \*\*\*

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The Reference Information includes the following:

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\*\*\* Existing Selph Landing Bridge Plans \*\*\*

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\*\*\* Contech Engineered Solutions Pipe Arch \*\*\*

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# **1-02.5 Proposal Forms** (July 31, 2017 APWA GSP)

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Delete this section and replace it with the following:

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

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

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#### 1-02.6 Preparation of Proposal

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(July 11, 2018 APWA GSP)

36 37 Supplement the second paragraph with the following:

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must equal or exceed the minimum amount stated.5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

If a minimum bid amount has been established for any item, the unit or lump sum price

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

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If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

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The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as

1 2	part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
3 4 5	The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
6 7 8	A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).
9 10 11 12	A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.
13 14 15 16	A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.
17 18 19	1-02.7 Bid Deposit (March 8, 2013 APWA GSP)
20 21	Supplement this section with the following:
22	Bid bonds shall contain the following:
23	Contracting Agency-assigned number for the project;
24	2. Name of the project;
25	3. The Contracting Agency named as obligee;
26 27	<ol> <li>The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;</li> </ol>
28 29 30	<ol> <li>Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;</li> </ol>
31 32 33	<ol><li>The signature of the surety's officer empowered to sign the bond and the power of attorney.</li></ol>
34 35 36	If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.
37 38 39	If so stated in the Contract Provisions, cash will not be accepted for a bid deposit
40 41 42	1-02.10 Withdrawing, Revising, or Supplementing Proposal (July 23, 2015 APWA GSP)
43 44	Delete this section, and replace it with the following:
45 46 47	After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

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

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

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

### Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

- 1. A Proposal will be considered irregular and will be rejected if:
  - The Bidder is not pregualified when so required:
  - The authorized Proposal form furnished by the Contracting Agency is not used or b. is altered:
  - The completed Proposal form contains any unauthorized additions, deletions, C. alternate Bids. or conditions:
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract:
  - A price per unit cannot be determined from the Bid Proposal: e.
  - The Proposal form is not properly executed; f.
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - The Bidder fails to submit or properly complete an Disadvantaged Business h. Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions:
  - The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as j required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as k. required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in I. Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

- m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

- 2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

### 1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

#### 1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 2. Samples of these materials for quality and fitness tests,

- 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
- 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

#### 1-03 AWARD AND EXECUTION OF CONTRACT

### 1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

#### 1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within <u>10</u> calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the

#### 1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

#### 1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

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

### 1-04 SCOPE OF WORK

# 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

- Addenda,
- Proposal Form,
  - 3. Special Provisions,
- Contract Plans,
  - 5. Amendments to the Standard Specifications,
  - 6. Standard Specifications,
  - 7. Contracting Agency's Standard Plans or Details (if any), and
  - 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

#### 1-05 CONTROL OF WORK

#### 1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

#### 1-05.11 Final Inspection

# 1-05.11 Final Inspections and Operational Testing (October 1, 2005 APWA GSP)

#### 1-05.11(1) Substantial Completion Date

Delete this section and replace it with the following:

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption

until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

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

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

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

#### 1-05.11(3) Operational Testing

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

#### 1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

#### 1-05.14 Cooperation With Other Contractors

Section 1-05.14 is supplemented with the following:

\*\*\* Utility Contractor for CentruyLink\*\*\*

(March 13, 1995 WSDOT GSP) Other Contracts Or Other Work

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

\*\*\* Utilitiy Contractor for Pasco Heights Domestic Water Association\*\*\*

Add the following new section:

#### 1-05.16 Water and Power

 (October 1, 2005 APWA GSP)

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

#### 1-06 CONTROL OF MATERIALS

Section 1-06 is supplemented with the following:

#### **Buy America**

(August 6, 2012 WSDOT GSP)

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

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

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

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

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

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

The following are considered to be steel manufacturing processes:

- 1. Production of steel by any of the following processes:
  - a. Open hearth furnace.

Direct reduction.

- b. Basic oxygen.
- c. Electric furnace.
- 2. Rolling, heat treating, and any other similar processing.
- 3. Fabrication of the products.

d.

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

c. Shop fabrication.

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1-06.6

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48 49 50 A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

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

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

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

#### LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

#### 1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

**Recycled Materials** 

(January 4, 2016 APWA GSP)

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons

intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

Supplement this section with the following: (May 13, 2020 WSDOT GSP)

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, COVID-19 Health and Safety Plan (CHSP).

and property in the performance of the work. This requirement shall apply continuously, and

not be limited to normal working hours. The required or implied duty of the Engineer to

conduct construction review of the Contractor's performance does not, and shall not, be

### 1-07.2 State Taxes

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

# 1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor

should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

25 misunderstood tax liability.26

proper State fund.

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

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

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

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

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

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

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

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

# 1-07.2(3) Services

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

# 1-07.4 Sanitation

# Health Hazards

Section 1-07.4(2) is revised to read: (May 13, 2020 WSDOT GSP)

### COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State or Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

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The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

# COVID-19 Health and Safety Plan (CHSP) Inspection

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

#### 1-07.9 Wages

# 1-07.9(1) General

Section 1-07.9 is supplemented with the following:

(January 6, 2020 WSDOT GSP)

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. WA20200001.

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

# 1-07.9(5) Required Documents

Delete this section and replace it with the following:

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 the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

# Intents and Affidavits

General

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

- 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
- 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the

Engineer. The Contracting Agency will not release to the Contractor any funds retained 1 under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been 2 approved by State L&I and all of the approved forms have been submitted to the 3 4 Engineer for every firm that worked on the Contract. 5 6 The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I. 7 8 9 Certified Payrolls Certified payrolls are required to be submitted by the Contractor for themselves, all 10 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on 11 all Federal-aid projects and no less than monthly on State funded projects. 12 13 **Penalties for Noncompliance** 14 The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, 15 any or all payments may be withheld until compliance is achieved. In addition, failure to 16 provide these payrolls may result in other sanctions as provided by State laws (RCW 17 39.12.050) and/or Federal regulations (29 CFR 5.12). 18 19 20 1-07.11 **Requirements for Nondiscrimination** Section 1-07.11 is supplemented with the following: 21 22 (September 3, 2019 WSDOT GSP) 23 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive 24 Order 11246) 25 26 The Contractor's attention is called to the Equal Opportunity Clause and the Standard 27 Federal Equal Employment Opportunity Construction Contract Specifications set forth 28 herein. 29 30 The goals and timetables for minority and female participation set by the Office of 31 Federal Contract Compliance Programs, expressed in percentage terms for the 32 33 Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows: 34 35 Women - Statewide 36 37 38 Timetable Goal 39 6.9% Until further notice 40 Minorities - by Standard Metropolitan Statistical Area (SMSA) 41 42 Spokane, WA: 43 SMSA Counties: 44 Spokane, WA 2.8 45 WA Spokane. 46 Non-SMSA Counties 3.0 47 WA Adams: WA Asotin: WA Columbia: WA Ferry: WA Garfield: WA 48 49 Lincoln, WA Pend Oreille; WA Stevens; WA Whitman. 50

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

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

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

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

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Attn: Regional Director San Francisco Federal Building 90 – 7<sup>th</sup> Street, Suite 18-300 San Francisco, CA 94103(415) 625-7800 Phone (415) 625-7799 Fax

Office of Federal Contract Compliance Programs Pacific Region

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

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

1. As used in these specifications:

U.S. Department of Labor

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority 1 and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification 1 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.
- Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including

 circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group 1 has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

Washington State Dept. of Transportation Office of Equal Opportunity PO Box 47314 310 Maple Park Ave. SE Olympia WA 98504-7314 Ph: 360-705-7090

Ph: 360-705-7090 Fax: 360-705-6801

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http://www.wsdot.wa.gov/equalopportunity/default.htm

# 1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option A)

Supplement this section with the following:

# Disadvantaged Business Enterprise Participation

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

#### **DBE Abbreviations and Definitions**

**Broker** – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement 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. The on-line Directory is available to Contractors for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: https://omwbe.diversitycompliance.com.

# **Commercially Useful Function (CUF)**

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

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

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

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

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

**Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for

the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE 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.

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#### **DBE Goals**

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

# Affirmative Efforts to Solicit DBE Participation

19 20 The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

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Contractors are encouraged to:

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Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.

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Establish delivery schedules that encourage participation by DBEs and other small businesses.

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Participate with a DBE as a joint venture.

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# DBE Eligibility/Selection of DBEs for Reporting Purposes Only

38 39 40 Contractor may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed, and the firm performs a commercially useful function (CUF).

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

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# **Crediting DBE Participation**

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

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Be advised that although a firm is listed in the directory, there are cases where the listed firm is in a temporary suspension status. The Contractor shall review the OMWBE

Suspended DBE Firms list. A DBE firm that is included on this list may not enter into new contracts that count towards participation.

DBE participation is only credited upon payment to the DBE.

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

#### **DBE Prime Contractor**

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

#### **DBE Subcontractor**

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

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

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

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

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

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

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

#### **DBE Service Provider**

The value of fees or commissions charged by a DBE Broker, a DBE behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing

 bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

# **Temporary Traffic Control**

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

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

# Trucking

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

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

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

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

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

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

### **DBE Manufacturer and DBE Regular Dealer**

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

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

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

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

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

# **Procedures Between Award and Execution**

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

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 readily available for review by the Engineer.

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

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

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
- The DBE shall with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.
- Lease agreements for trucks shall indicate that the DBE has exclusive use
  of and control over the truck(s). This does not preclude the leased truck
  from working for others provided it is with the consent of the DBE and the
  lease provides the DBE absolute priority for use of the leased truck.
- Leased trucks shall display the name and identification number of the DBE.

# **Joint Checking**

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

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

parties involved, including the conditions of the arrangement and expected use of the joint checks.

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

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

#### **Prompt Payment**

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

# Reporting

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

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

# **Decertification**

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

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

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

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

- (1) Withholding monthly progress payments;
- Assessing sanctions;

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(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

# **Payment**

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

# 1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

# (January 25, 2016 WSDOT GSP)

# Required Federal Aid Provisions

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

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

#### 1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

Section 1-07.17 is supplemented with the following:

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

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

# **Contracting Agency**

Franklin County Public Works Kathleen Neuman 3416 Stearman Ave. Pasco, WA 99301 (509) 545-3514

### **Irrigation District**

South Columbia Basin Irrigation District Eric Dixon 1135 E. Hillsboro St. #A Pasco, WA 99301 (509) 547-1735

# **Domestic Water Company**

Pasco Heights Domestic Water Assoc. Tim Fangman (509) 521-9148

### **Power Company**

Big Bend Electric Coop Jason Mercer 1373 N Highway 261 Ritzville, WA 99169 (509) 659-1700

# **Telephone Company**

CenturyLink Mike Brown 409 South Fifth Street Sunnyside, WA 98944 (509) 839-6651

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# 1-07.18 Public Liability and Property Damage Insurance

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

#### 1-07.18 Insurance

(January 4, 2016 APWA GSP)

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# 1-07.18(1) General Requirements

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

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B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

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C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

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D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the

Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insurance pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

# 1-07.18(2) Additional Insured

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

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- South Columbia Irrigation District

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

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

## 1-07.18(3) Subcontractors

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

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

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

# 1-07.18(4) Verification of Coverage

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

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

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

# 1-07.18(5) Coverages and Limits

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

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

# 1-07.18(5)A Commercial General Liability

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

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

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

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Such policy must provide the following minimum limits:

8	\$1,000,000	Each Occurrence
9	\$2,000,000	General Aggregate
10	\$2,000,000	Products & Completed Operations Aggregate
11	\$1,000,000	Personal & Advertising Injury each offence
12	\$1,000,000	Stop Gap / Employers' Liability each accident

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# 1-07.18(5)B Automobile Liability

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

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Such policy must provide the following minimum limit:

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

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# 1-07.18(5)C Workers' Compensation

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

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#### **Public Convenience and Safety** 1-07.23

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# 1-07.23(1) Construction Under Traffic

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This section is supplemented with the following:

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### (February 3, 2020 WSDOT GSP)

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# **Work Zone Clear Zone**

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

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

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

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

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

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

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

# Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way (July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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includes entry onto easements and private property where private improvements must be adjusted.

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

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This

#### 1-08 PROSECUTION AND PROGRESS

Add the following new section:

**Preliminary Matters** (May 25, 2006 APWA GSP)

Add the following new section:

# 1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

- 1. To review the initial progress schedule:
- 2. To establish a working understanding among the various parties associated or affected by the work:
- 3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
- 4. To establish normal working hours for the work;
- 5. To review safety standards and traffic control; and
- 6. To discuss such other related items as may be pertinent to the work.
- The Contractor shall prepare and submit at the preconstruction conference the following:
  - 1. A breakdown of all lump sum items;
- 2. A preliminary schedule of working drawing submittals; and
- 3. A list of material sources for approval if applicable.

Add the following new section:

# 1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

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

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.

 4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.

 If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

# 1-08.1, SUBCONTRACTING

 (December 19, 2019 APWA GSP, Option A)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these

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

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

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

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

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

#### 1-08.4 Prosecution of Work

Delete this section and replace it with the following:

# 1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

# 1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following: (March 13, 1995 WSDOT GSP)

This project shall be physically completed within \*\*\* 30 \*\*\* working days.

Revise the third and fourth paragraphs to read: (November 30, 2018 APWA GSP, Option A)

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

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

Revise the sixth paragraph to read:

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

- 1. The physical work on the project must be complete; and
- 2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

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47 50 f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

g. Property owner releases per Section 1-07.24

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

(September 8, 2020 WSDOT GSP)

This section is supplemented with the following:

Liquidated Damages in the amount of \*\*\*\$1,050\*\*\*\* per working day will be assessed for failure to physically complete the Contract within the physical completion time specified.

#### 1-09 **MEASUREMENT AND PAYMENT**

# 1-09.2(1) General Requirements for Weighing Equipment (July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

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

#### 1-09.6 **Force Account**

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

#### 1-09.8 Payment for Material on Hand

Section 1-09.8 is revised to read:

(August 3, 2009 WSDOT GSP)

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

# 1-09.9 Payments

(March 13, 2012 APWA GSP)

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

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

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

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

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

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

completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

 4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

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Supplement this section with the following:

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Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

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# 1-09.9(1) Retainage

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This section content and title is deleted and replaced with the following:

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(June 27, 2011 WSDOT GSP)

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#### Vacant

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

(November 30, 2018 APWA GSP)

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# Revise this section to read:

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

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

(October 1, 2005 APWA GSP)

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Delete this Section and replace it with the following:

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

1 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration. 2 3 4 5 1-09.13(3)A Administration of Arbitration 6 (November 30, 2018 APWA GSP) 7 Revise the third paragraph to read: 8 9 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the 10 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the 11 Superior Court of the county in which the Contracting Agency's headquarters is located, 12 provided that where claims subject to arbitration are asserted against a county, RCW 13 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the 14 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the 15 Contract as a basis for decisions. 16 17 18 **TEMPORARY TRAFFIC CONTROL** 19 1-10 20 21 1-10.2, Traffic Control Manager 22 1-10.2(1), General 23 24 Section 1-10.2(1) is supplemented with the following: 25 26 (January 3, 2017 WSDOT GSP) 27 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in 28 the State of Washington. The Traffic Control Supervisor shall be certified by one of the 29 following: 30 31 32 The Northwest Laborers-Employers Training Trust 27055 Ohio Ave. 33 Kingston, WA 98346 34 35 (360) 297-3035 36 **Evergreen Safety Council** 37 12545 135th Ave. NE 38 Seattle, WA 98034-87091-800-521-0778 or 39 40 The American Traffic Safety Services Association 41 15 Riverside Parkway, Suite 100 42 Fredericksburg, Virginia 22406-1022 43 Training Dept. Toll Free (877) 642-4637 44 Phone (540) 368\*1701 45

CRP 616 – Selph Landing Bridge #906-8.79 FED AID NO. BROS-2011(050) / RAP-1118-03

Lump Sum Bid for Project (No Unit Items)

1-10.4(1)Measurement

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1	(August 2, 2004 WSDOT GSP)
2	The proposal contains the item "Project Temporary Traffic Control", lump sum. The
3	provisions of Section 1-10.4(1) shall apply.
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5	1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control
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7	This section is supplemented with the following:
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9	(August 2, 2004 WSDOT GSP)
10	The bid proposal contains the item "Project Temporary Traffic Control", lump sum and
11	the additional temporary traffic control items listed below. The provisions of Section 1
12	10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.
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14	Construction Signs Class "A"
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1 2 3		DIVISION 2 EARTHWORK				
4 5	2-01	CLEARING, GRUBBING, AND ROADSIDE CLEANUP				
6 7 8	2-01.1	Description				
9	This section	on is supplemented with the following:				
10 11 12 13	`	n 13, 1995 WSDOT GSP) ing and grubbing on this project shall be performed within the following limits:				
14 15		aked in the field by the Engineer. The Contractor shall not incorporate organic material ckfill material. All organic material shall be disposed of off-site.				
16 17	2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS				
18 19	2-02.1	Description				
20 21	This section	on is supplemented with the following:				
23 24 25 26 27	This work shall consist of removing, reinstalling, and disposing all items except the bride that interfere with construction. This includes, but is not limited to, all pavement concrete/asphalt canal liner, drainage facilities, abandoned pipes/culverts, fences, signs, and					
28 29	2-02.3	Construction Requirements				
30	2-02.3(2)	Removal of Bridges, Box Culverts, and Other Drainage Structures				
32	This section	on is supplemented with the following:				
34 35	(****					
36 37 38 39	Requirements for Closing Bridge to Traffic Prior to Beginning Removal The Contractor shall not close the existing bridge to traffic, and shall not begin bridge removo operations, until the following conditions are met:					
40 41 42		<ol> <li>The Contractor has received the Engineer's approval of the bridge demolition plan.</li> </ol>				
43 44 45 46		<ol><li>The Contractor has received the Engineer's approval of all shop drawings and materials submittals for materials required for the work to be executed during the closure.</li></ol>				

3. The Contractor has submitted a report on the status of material delivery to the

Engineer. The report shall specify the materials already available at the site, the

materials yet to arrive at the site, and the scheduled delivery dates of the materials

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yet to arrive at the site, with written verification from the supplier or copies of confirmed purchase orders indicating the delivery dates of the materials yet to arrive at the site.

- 4. The Contractor shall provide an updated progress schedule in accordance with Section 1-08.3 confirming that the scheduled delivery of materials will meet the schedule to complete the work within the allowed time. The Contractor shall supplement the progress schedule with a written narrative describing the assumed production rates and planned resource allocations that support the bridge construction activity durations provided in the progress schedule.
- 5. The Contractor has received the Engineer's approval to proceed.

# 2-02.3(2)A Bridge and Structure Removal

This section is supplemented with the following:

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

The following estimated quantites are provided for information only and the Contractor shall verify actual quantities.

Item	Unit	Quantity
Reinforced Concrete Footing	CY	6
I-Beam - 1'-4" x 7"	Each	8
Concrete Slab Deck - 2' wide x 24' long x 5" thick	Each	11
Guardrail with Post	LF	163

Plans for the existing bridge are available as a Reference located at

# \*\*\* http://www.co.franklin.wa.us/publicworks/construction\_projects.php \*\*\*

The Contractor shall dismantle the superstructure in a way that preserves the guardrail, I-beam stringers, and other salvageable timber and steel components. The stringers shall be stripped of all spikes and nails. The Owners Representative will determine which materials are salvageable. All salvaged components shall be delivered by the Contractor to either Franklin County Public Works at 3416 Stearman Ave in Pasco, Washington or the County owned pit located off Columbia River Road adjacent to the Esquitzel Wasteway. Both locations are less than 10 miles from the project set.

### 2-02.5 Payment

This section is supplemented with the following:

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"Removal of Structure and Obstruction", lump sum.

The unit Contract price for "Removal of Structure and Obstruction "shall be full pay for all work and materials necessary to remove, reinstall, and dispose of all signs, fences, pipes, culverts, markers, pavement, canal liner and other items designated on the Plans for removal or reintallation, except the existing bridge, that interfere with construction.

# "Removing Existing Bridge", lump sum.

The unit Contract price for "Removing Existing Bridge" shall be full pay for all work and materials necessary to remove the existing bridge along with the salvage and delivery of salvaged components as specified. Payment shall include all costs to construct and remove the access to the canal and any pumping of water that may be required to remove water from the work area.

#### 2-03 ROADWAY EXCAVATION AND EMBANKMENT

#### 2-03.3 Construction Requirements

This section is supplemented with the following:

(\*\*\*\*\*\*)
Selph Landing Bridge Utility Company

The Contractor shall coordinate work with Centurylink in the relocation of telephone cables. The relocation of telephone cables must be done during appropriate roadway construction phases. The Contractor must schedule sufficient time for Centurylink to perform the relocation of cables including any localized shutdown of work for the Contractor and/or Subcontractors.

# (\*\*\*\*\*) Grade Checker

The Contractor shall supply a grade checker on the project. The Grade Checker shall insure that the Subgrade is to within +/- 0.1 foot of design elevation prior to the Contractor requesting Blue Tops. The Contractor must provide two working days notice for each survey request.

# (^^^^) In-slopes and Back-slopes

The Contractor shall not place any crushed surfacing until the in-slopes and back-slopes have been completed to the satisfaction of the Engineer. These areas shall be compacted and prepared unless otherwise specified or ordered by the Engineer. A cleated roller, crawler tractor, or similar equipment, approved by the Engineer, that forms longitudinal depressions at least two (2) inches deep shall be used for compaction and produce an aesthetic and pleasing appearance.

#### 2-03.3(7)C Contractor-Provided Disposal Site

This section is supplemented with the following:

#### (\*\*\*\*\*) Waste Site

A waste site has not been provided as part of the Contract. Any waste material such as excess trench excavated materials, pavement, cement concrete, and other debris shall be

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disposed of offsite at a Contractor provided waste site. Disposal and waste sites shall meet all requirements of the governing County District Health Department and Chapter 173-304 WAC. When a waste site exceeds two thousand cubic yards of inert waste and demolition waste during the life of the landfill, the Contractor shall obtain and pay all costs as required to obtain a solid waste handling facility permit from the Health Department when required.

The Contractor shall be responsible to make all arrangements and bear all costs associated for use of Non-Contracting Agency provided waste site(s). The Contractor shall provide to the Contracting Agency a copy of the written and signed agreement with the property owner for use of the property for a waste site. The Agreement shall include at a minimum the following:

- 1. Name of legal owner of the property.
  - 2. General description and location of the waste site to include all boundaries imposed by the property owner.
  - 3. Haul routes agreed to by the property owner and Contractor.
  - 4. All restrictive dates that the property owner may have for not allowing use of the property for dumping excess materials.
  - 5. All special conditions to include placement of materials, all compaction requirements and finished surfaces of the waste sites imposed by the property owner.

#### 2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

#### (March 13, 1995 WSDOT GSP)

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract. Control stakes will be set during construction to provide the Contractor with all essential information for the construction of excavation and embankments.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the Project Engineer's office and at the Region office.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

#### 2-06 SUBGRADE PREPARATION

#### 2-06.3(2) **Subgrade for Pavement**

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The second sentence of this section is revised as follows:

The Contractor shall compact the Subgrade to a depth of 12 inches to 95 percent standard density as determined by the compaction control tests for granular materials.

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#### 2-09 STRUCTURE EXCAVATION

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#### 2-09.4 Measurement

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The section is supplemented with the following:

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All associated costs for structure excavation incl. haul of any class shall be included in the associated bid items of work unless specificed otherwise.

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#### 2-11 TRIMMING AND CLEANUP

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## 2-11.3 Construction Requirements

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This section is supplemented with the following:

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The Contractor shall, at the completion of the contract, remove and properly dispose of all construction staking.

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#### **DIVISION 5** SURFACE TREATMENTS AND PAVEMENTS

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#### 5-04 **HOT MIX ASPHALT**

(July 18, 2018 APWA GSP)

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

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#### 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.

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#### 5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder 9-02.1(4) Cationic Emulsified Asphalt 9-02.1(6) Anti-Stripping Additive 9-02.4 **HMA Additive** 9-02.5 Aggregates 9-03.8 Recycled Asphalt Pavement 9-03.8(3)B Mineral Filler 9-03.8(5) Recycled Material 9-03.21 Portland Cement 9-01 Sand 9-03.1(2)

(As noted in 5-04.3(5)C for crack sealing)

Joint Sealant 9-04.2 Foam Backer Rod 9-04.2(3)A

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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.

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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.

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

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

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

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Production of aggregates shall comply with the requirements of Section 3-01.

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

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

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

#### 5-04.2(1)A Vacant

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

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

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

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

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

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

 The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.

  The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

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

 Mix designs for HMA accepted by Nonstatistical evaluation shall;

Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
 Have anti-strip requirements, if any, for the proposed mix design determined in

accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

#### 5-04.2(2)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

		- 3
Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55∘F	45∘F
0.10 to .20	45∘F	35∘F
More than 0.20	35∘F	35∘F

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

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

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time

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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.

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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 supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
- 4. Sampling and Testing of Mineral Materials The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
- 5. Sampling HMA The HMA plant shall provide for sampling HMA by one of the following methods:

a. A mechanical sampling device attached to the HMA plant.

b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

#### 5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

#### 5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

 The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

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If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

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#### 5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval. unless other-wise required by the contract.

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Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

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When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

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To be approved for use, an MTV:

- 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
- 2. Shall not be connected to the hauling vehicle or paver.
- 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
- 4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
- 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

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To be approved for use, an MTD:

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- 1. Shall be positively connected to the paver.
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  - 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow. 3. Shall mix the HMA after delivery by the hauling equipment and prior to placement
  - into the paving machine.
  - 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

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#### 5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

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#### 5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer. Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

#### 5-04.3(4)A Crack Sealing

## 5-04.3(4)A1 General

 When the Proposal includes a pay item for crack sealing, seal all cracks  $\frac{1}{4}$  inch in width and greater.

**Cleaning**: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

**Sand Slurry**: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

- 1. Cracks ¼ inch to 1 inch in width fill with hot poured sealant.
- 2. Cracks greater than 1 inch in width fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

#### 5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

#### 5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks ¼ inch to 1 inch in width fill with hot poured sealant.
- B. Cracks greater than 1 inch in width fill with sand slurry.

# 5-04.3(4)C Pavement Repair

5-04.3(4)B Vacant

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to

remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of

 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

#### 5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

#### 5-04.3(5)A Vacant

#### 5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and antistripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an

accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

#### 5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1" 0.35 feet

HMA Class 3/4" and HMA Class 1/2"

wearing course 0.30 feet other courses 0.35 feet HMA Class 3/8" 0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand. When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

#### 5-04.3(7)A Mix Design

The mix design shall include in the ESAL range, the design estimate for this project of 0.3 to 3 million.

#### 5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

#### 5-04.3(9) HMA Mixture Acceptance

 Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

#### **HMA Tolerances and Adjustments**

- 1. Job Mix Formula Tolerances The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:
- 2. For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt	+/- 0.5%	+/- 0.7%
Binder		
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non- Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

3. 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", ¾", 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 sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot 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.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

#### 5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

### 5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of  $V_a$  will at the option of the Contracting Agency. If tested, compliance of  $V_a$  will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

#### 5-04.3(9)C4 Mixture Nonstatistical Evaluation - Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ¾" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

# 5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals

5-04.3(9)C5 Vacant

the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

#### 5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V<sub>a</sub>. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

## 5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

#### 5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 93.0 (minimum of 93 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

 If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

 Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

#### **Test Results**

 For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 93 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

**5-04.3(10)D2 HMA C** 

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

#### 5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 91 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 91 percent of the theoretical maximum density.

#### 5-04.3(10)C Vacant

#### 5-04.3(10)D HMA Nonstatistical Compaction

#### 5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

#### 5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

#### 5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 93 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 93 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 93% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

#### 5-04.3(11) Reject Work

#### 5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

#### 5-04.3(11)B Rejection by Contractor

 The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

#### 5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to

0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

## 5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

#### 5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

#### 5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

- 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
- 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
- 3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

#### 5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

#### 5-04.3(12)A HMA Joints

## 5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

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.

## 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 ½ 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

#### 5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified ion the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

#### 5-04.3(12)B2 Paved Panel Joint Seal

 Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

#### 5-04.3(13) Surface Smoothness

 The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{16}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{16}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

 Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utilities shall be raised to the finished grade PRIOR to final paving.

#### 5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

 Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

 Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical

faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

#### 5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

#### 5-04.3(14)B Paving and Planing Under Traffic

#### 5-04.3(14)B1 General

 In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

#### 1. Intersections:

a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
- 2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
- 3. Permanent pavement marking must comply with Section 8-22.

#### 5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on  $24 \times 36$  inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

- A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
- 2. A copy of each intersection's traffic control plan.
- 3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

 4. Names and locations of HMA Supplier facilities to be used.

- 5. List of all equipment to be used for paving.
- 6. List of personnel and associated job classification assigned to each piece of paving equipment.
- 7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
- 8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
- 9. A copy of the approved Mix Designs.
- 10. Tonnage of HMA to be placed each day.
- 11. Approximate times and days for starting and ending daily operations.

#### 5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

- 1. General for both Paving Plan and for Planing Plan:
  - a. The actual times of starting and ending daily operations.
  - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
  - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.
  - 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 to 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, street car rail, and castings, before planning, see 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 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 equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, 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

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

# 5-04.4 Measurement HMA CI. \_\_\_ PG \_\_\_, HMA for \_\_\_ CI. \_\_ 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. 5-04.5 Payment Payment will be made for each of the following Bid items that are included in the Proposal: "HMA CI. \_\_\_ PG \_\_\_", per ton. "HMA for Approach \_\_\_\_" per ton.

1 2		unit Contract price per ton for "HMA CI PG" and "HMA for approach" shall ull compensation for all costs, including anti-stripping additive, incurred to carry out the	
3 4	•	irements of Section 5-04 except for those costs included in other items which are included s Subsection and which are included in the Proposal.	
5 6	"Job Mix Compliance Price Adjustment", by calculation.		
7 8 9	"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Sectio 5-04.3(9)C6.		
10 11 12	"Con	npaction Price Adjustment", by calculation.	
13 14 15	"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.		
16 17 18		DIVISION 6 STRUCTURES	
19		STRUCTURES	
20 21	6-01	GENERAL REQUIREMENTS FOR STRUCTURES	
22	6-01	Liquidated Damages	
23 24	This sec	tion is supplemented with the following:	
25	(***	•	
26	•	idated Damages	
27	•	yed completion of work in relation to the canal that would interfere with the charging of	
28 29 30	the in	rrigation pipe and/or distribution of irrigation water from the canal will result in impacts to South Columbia Basin Irrigation District and cause other inconveniences and harm far in ss of those resulting from delay of most projects.	
31	Accordingly, the Contractor agrees:		
32 33 34 35		<ol> <li>To pay \$10,000 liquidated damages per day for each day that the work within the waterway is not completed by March 1<sup>st</sup>, 2021 regardless of remaining working days as specified in Section 1-08.5 of the Special Provisions.</li> </ol>	
36 37 38 39 40		<ol><li>To authorize the Engineer to deduct these liquidated damages from any money due or coming due the Contractor.</li></ol>	
41	6-02	MATERIALS	
42	This age	tion is aumplemented with the following:	
43 44	inis sec	tion is supplemented with the following:	
45	(	*****)	
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6-20.3 **Construction Requirements** 

6-20.3(10) Wingwalls and Headwalls

This section is supplemented with the following:

**BURIED STRUCTURES** 

A waterstop shall be installed at every joint formed between adjacent concrete pours.

#### 6-20.3 Measurements

**Materials** 

The following quantites are listed for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantites before submitting a bid. No adjustments, other than for approved changes, will be made in the lump sum contract for "Agency Designed Buried Structure No. 906-8.79", even though the actual quantites required may deviate from those listed.

Item	Unit	Quantity
7'-3" x 5'-3" Multiplate Pipe Arch Strucute	LF	64
CSBC for Beneath Structure	TON	26
Engineered Backfill Material  – CSBC shall serve as Engineered Backfill	TON	380
Concrete Class 4000 for Headwall and Transtition	CY	21
Reinforcing Bars for Headwall	LBS	321
6"x6"x4 Gauge Welded Wire Fabric for Transtition	SF	804
CSBC for Headwall and Transtition	TON	3
Non-Woven Geotextile Fabric for Structural Bedding Separation	SY	100
Waterstop	LF	To be determined by the Contractor
Structure Excavation Class A Incl. Haul	CY	150

1	Total Nitrogen as N - ***134*** pounds per acre.
2	
3	Available Phosphoric Acid as P <sub>2</sub> O <sub>5</sub> - ***60*** pounds per acre.
4	
5	Soluble Potash as K <sub>2</sub> O - ***60*** pounds per acre.
6	
7	***90*** pounds of nitrogen applied per acre shall be derived from isobutylidene
8	diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source
9	with a minimum release time of 6 months. The remainder may be derived from any
10	source.
11	
12	The fertilizer formulation and application rate shall be approved by the Engineer
13	before use.
14	
15	(*****)
16	Non-Irrigated Seeding
17	
18	Grass seed shall be a commercially prepared mix that will grow without irrigation at the
19	project location. The application rate shall be 20 pounds per acre of pure live seed. The
20	seed mix blend shall be as follows:

**Pounds Pure Live** 

Seed

(PLS) Per Acre

Areas disturbed outside of the construction area shall be seeded at the expense of the Contractor.

#### 8-01.3(2)D, Mulching

Section 8-01.3(2)D is supplemented with the following:

**Species and Variety of Seed** 

in Mixture by common name

and (Botanical name)

Idaho Fescue

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

#### **Wood Cellulose Fiber Mulch**

Wood cellulose fiber mulch shall be furnished, hauled and evenly applied at a rate of 2,000 pounds per acre within forty-eight (48) hours after seeding or the mulch material may be applied with the seed and fertilizer materials in one operation by approved hydraulic equipment. The application of fiber shall include tacking agent in accordance with Section 8-01.3(2). The equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of fiber, fertilizer, seed and water. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles, which will provide a uniform distribution of the slurry.

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Minimum %

**Germination** 

1	The wood fiber mulch shall be on the current WSDOT Qualified Products List.
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3	8-01.4, Measurement
4	Section 8-01.4 is supplemented with the following:
5	
6	(*****)
7	A separate measurement shall not be made for the wood cellulose fiber used as a
8	tracer and for the tacking agent used in the application o the wood cellulose fiber
9	mulch. Measurement for the tracer and tacking agent will be included in the
10	contract unit price per acre for "Seeding, Fertilizing, and Mulching".
11	
12	
13	8-01.4 Measurement
14	
15	Section 8-01.4 is supplemented with the following:
16	

Measurement for payment of seeding fertilizing and mulching, and wetland seeding, and

mulching will be made by the acre (plan quantity) except that no field measurements will be

20 21

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

made.

#### (September 30, 2020)

#### 2 **Standard Plans**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is made a part of this contract.

5 6 7

1

3

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The Standard Plans are revised as follows:

8

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9
         A-50.10
10
         DELETED
```

11

12 A-50.20 **DELETED** 13

14

15 A-50.30 DELETED 16

17 18 19

A-50.40 DELETED

20 21 22

B-90.40 Valve Detail – DELETED

23 24

C-1a DELETED

25 26 27

28

29

30

31

C-8

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

32 33 34

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36 37

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C-8a

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

39 40

41 C-8b **DELETED** 42 43

44

<u>C-8e</u> 45 **DELETED** 

46

47 C-8f **DELETED** 

48 49 50

C-16a

#### **DELETED**

C-20.10 The following table is added:

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

C-20.11 DELETED 

C-20.19 DELETED 

C-40.16 DELETED

<u>C-40.18</u> **DELETED** 

C-80.50 DELETED 

C-85.14 DELETED 

D-2.14 **DELETED** 

D-2.16 DELETED 

D-2.18 **DELETED** 

D-2.20 **DELETED** 

D-2.42

1	DELETED
2	
3	D-2.44
4	DELETED
5	
6	D-2.46
7	DELETED
8	
9	D-2.48
10	DELETED
11	
2	D-2.82
13	DELETED
14	
15	D-2.86
16	DELETED
17	222.20

#### D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

#### D-10.15

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

#### D-10.30

Wall Type 5 may be used in all cases.

#### D-10.35

Wall Type 6 may be used in all cases.

#### D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

#### D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

#### D-15.10

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

D-15.20

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

D-15.30

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

G-20.10

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

H-70.20

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

H-70.30 DELETED

1-20.26

24 A 25 pc

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

J-20.16

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

J-21.10

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

Sheet 1 of  $\overline{2}$ , Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2  $\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the  $2\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts 1 2 (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque 3 Clamping Bolts (see Note 1)" Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is 4 5 revised to read: "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)" 6 7 J-21.15 8 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE 9 NIPPLE  $\sim 1 \frac{1}{2}$ " (IN) DIAM. 10 11 12 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE 13 J-22.15 14 15 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE 16 17 NIPPLE ~ 1 ½" (IN) DIAM. 18 J-40.10 19 20 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) 21 22 S. S. FLAT WASHER" 23 24 J-75.20 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", 25 add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel 26 27 ends, nuts, bolts, and washers may be used in place of stainless steel bands and 28 associated hardware." 29 30 J-81.10 31 All references to "Type 170 Controller" are replaced with "Controller". 32 33 L-40.10 34 DELETED 35 36 The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown 37 38 in the lower right-hand corner of that plan. Standard Plans showing different dates shall not 39 be used in this contract. 40 A-30.35-00......10/12/07 A-60.10-03......12/23/14 A-10.10-00......8/7/07 A-10.20-00.....10/5/07 A-40.00-00......8/11/09 A-60.20-03......12/23/14 A-10.30-00.....10/5/07 A-40.10-04......7/31/19 A-60.30-01......6/28/18 A-20.10-00.....8/31/07 A-40.15-00......8/11/09 A-60.40-00......8/31/07 A-30.10-00.....11/8/07 A-40.20-04......1/18/17

A-40.50-02......12/23/14

B-30.50-03......2/27/18

B-30.60-00.....9/9/20

B-30.70-04.....2/27/18

B-30.80-01.......2/27/18 B-80.20-00.......6/8/06

A-30.30-01.....6/16/11

B-5.20-03......9/9/20

B-5.40-02.....1/26/17

B-5.60-02.....1/26/17

B-10.20-02......3/2/18

41

B-75.20-02......2/27/18

B-75.50-01......6/10/08

B-75.60-00......6/8/06

1	B-10.40-011/26/17 B-10.70-019/9/20 B-15.20-012/7/12 B-15.40-012/7/12 B-15.60-021/26/17 B-20.20-023/16/12 B-20.40-042/27/18 B-20.60-033/15/12 B-25.20-022/27/18 B-30.05-009/9/20 B-30.10-032/27/18 B-30.20-042/27/18 B-30.30-032/27/18 B-30.30-032/27/18 B-30.30-032/27/18	B-30.90-021/26/17 B-35.20-006/8/06 B-35.40-006/8/06 B-40.20-006/1/06 B-40.40-021/26/17 B-45.20-017/11/17 B-45.40-017/21/17 B-50.20-006/1/06 B-55.20-022/27/18 B-60.20-029/9/20 B-60.40-012/27/18 B-65.20-014/26/12 B-65.40-006/1/06 B-70.20-006/1/06 B-70.60-011/26/17	B-80.40-006/1/06 B-85.10-016/10/08 B-85.20-006/1/06 B-85.30-006/1/06 B-85.40-006/8/06 B-85.50-016/10/08 B-90.10-006/8/06 B-90.20-006/8/06 B-90.30-006/8/06 B-90.40-011/26/17 B-90.50-006/8/06 B-95.20-012/3/09 B-95.40-016/28/18
2	C-1	C-20.42-057/14/1 C-20.45.028/12/1 C-22.16-079/16/20 C-22.40-089/16/20 C-22.45-059/16/20 C-23.60-047/21/17 C.24.10-028/12/19 C-25.20-067/14/15 C-25.22-057/14/15 C-25.26-048/12/19 C-25.30-006/28/18 C-25.80-058/12/19 C-60.10-019/24/20 C-60.30-009/24/20 C-60.30-009/24/20 C-60.70-009/24/20	9 C-75.10-029/16/20 C-75.20-029/16/20 C-75.30-029/16/20 C-80.10-029/16/20 C-80.20-016/11/14 C-80.30-016/11/14 C-85.10-004/8/12 C-85.11-019/16/20 C-85.15-016/30/14 C-85.16-016/17/14 C-85-18-016/11/14
3	D-2.04-001/10/05 D-2.06-011/6/09 D-2.08-001/11/0/05 D-2.32-001/11/0/05 D-2.34-011/6/09 D-2.36-036/11/14 D-2.60-001/10/05 D-2.62-001/10/05 D-2.64-011/6/09 D-2.66-001/10/05 D-2.68-001/10/05 E-12/21/07 E-25/29/98 F-10.12-049/24/20 F-10.16-0012/20/06	D-2.84-0011/10/05 D-2.88-0011/10/05 D-2.92-0011/10/05 D-3.09-005/17/12 D-3.10-015/29/13 D-3.11-036/11/14 D-3.15-026/10/13	D-6

1	F-10.18-029/24/20 F-10.40-049/24/20 F-10.42-001/23/07	F-30.10-049/25/20 F-40.12-036/29/16 F-40.14-036/29/16	F-45.10-027/15/16 F-80.10-047/15/16
•	G-10.10-009/20/07 G-20.10-026/23/15 G-22.10-046/28/18 G-24.10-0011/8/07 G-24.20-012/7/12 G-24.30-026/28/18 G-24.40-076/28/18 G-24.50-058/7/19 G-24.60-056/28/18	G-25.10-059/16/20 G-26.10-007/31/19 G-30.10-046/23/15 G-50.10-036/28/18 G-90.10-037/11/17 G-90.11-004/28/16 G-90.20-057/11/17 G-90.30-047/11/17 G-90.40-024/28/16	G-95.10-026/28/18 G-95.20-036/28/18 G-95.30-036/28/18
2			
	H-10.10-007/3/08 H-10.15-007/3/08 H-30.10-0010/12/07	H-32.10-009/20/07 H-60.10-017/3/08 H-60.20-017/3/08	H-70.10-012/7/12 H-70.20-012/16/12
3	11 00.10 00 10/12/07	11 00.20 01170/00	
	I-10.10-018/11/09	I-30.20-009/20/07	I-40.20-009/20/07
	I-30.10-023/22/13	I-30.30-026/12/19	I-50.20-016/10/13
	I-30.15-023/22/13	I-30.40-026/12/19	I-60.10-016/10/13
	I-30.16-017/11/19 I-30.17-016/12/19	I-30.60-026/12/19 I-40.10-009/20/07	I-60.20-016/10/13 I-80.10-027/15/16
4	1-30.17-010/12/19	1-40.10-009/20/01	1-00.10-021/13/10
•	J-107/18/97	J-28.40-026/11/14	J-60.13-006/16/10
	J-10.10-049/16/20	J-28.42-016/11/14	
	J-10.12-009/16/20	J-28.43-016/28/18	
	J-10.14-009/16/20	J-28.45-037/21/16	
	J-10.15-016/11/14	J-28.50-037/21/16	
	J-10.16-019/16/20 J-10.17-019/16/20	J-28.60-027/21/16 J-28.70-037/21/17	
	J-10.17-019/16/20	J-29.10-017/21/16	
	J-10.20-039/16/20	J-29.15-017/21/16	
	J-10.21-019/16/20	J-29.16-027/21/16	
	J-10.22-019/16/20	J-30.10-006/18/15	
	J-10.25-007/11/17	J-40.05-007/21/16	
	J-12.15-006/28/18	J-40.10-044/28/16	
	J-12.16-006/28/18	J-40.20-034/28/16	
	J-15.10-016/11/14	J-40.30-044/28/16	
	J-15.15-027/10/15	J-40.35-015/29/13	
	J-20.10-047/31/19 J-20.11-037/31/19	J-40.36-027/21/17 J-40.37-027/21/17	
	J-20.15-036/30/14	J-40.38-015/20/13	
	J-20.16-026/30/14	J-40.39-005/20/13	
	J-20.20-025/20/13	J-40.40-027/31/19	)
	J-20.26-017/12/12	J-45.36-007/21/17	
	J-21.10-046/30/14	J-50.05-007/21/17	
	J-21.15-016/10/13	J-50.10-017/31/1	
	J-21.16-016/10/13 J-21.17-016/10/13	J-50.11-027/31/19 J-50.12-028/7/19	
	J-Z 1. 17-U 1D/ 1U/ 13	J-50.12-020/7/19	

	J-21.20-016/10/13 J-22.15-027/10/15 J-22.16-037/10/15 J-26.10-037/21/16 J-26.15-015/17/12 J-26.20-016/28/18 J-27.10-017/21/16 J-27.15-003/15/12 J-28.10-028/7/19 J-28.22-008/07/07 J-28.24-029/16/20	J-50.13-008/22/ J-50.15-017/21/ J-50.16-013/22/ J-50.18-008/7/19 J-50.19-006/3/1 J-50.20-006/3/1 J-50.30-006/3/1 J-60.05-017/21/ J-60.11-005/20/1	17 13 9 9 1 1 1 16
	J-28.26-0112/02/08		-
	J-28.30-036/11/14		
1			
	K-70.20-016/1/16		
	K-80.10-029/25/20		
	K-80.20-0012/20/06		
	K-80.35-019/16/20		
_	K-80.37-019/16/20		
2	1 40 40 00 0/04/40		1 70 10 01 5/01/00
	L-10.10-026/21/12 L-20.10-037/14/15	L-40.15-016/16/11	L-70.10-015/21/08 L-70.20-015/21/08
	L-30.10-036/11/14	L-40.20-026/21/12	L-70.20-013/21/08
3	L-30.10-020/11/14	L-40.20-020/21/12	
Ü	M-1.20-049/25/20	M-11.10-038/7/19	M-40.20-0010/12/07
	M-1.40-039/25/20	M-12.10-029/25/20	M-40.30-017/11/17
	M-1.60-039/25/20	M-15.10-012/6/07	M-40.40-009/20/07
	M-1.80-036/3/11	M-17.10-027/3/08	M-40.50-009/20/07
	M-2.20-037/10/15	M-20.10-039/25/20	M-40.60-009/20/07
	M-2.21-007/10/15	M-20.20-024/20/15	M-60.10-016/3/11
	M-3.10-049/25/20	M-20.30-042/29/16	M-60.20-026/27/11
	M-3.20-039/25/20	M-20.40-036/24/14	M-65.10-025/11/11
	M-3.30-049/25/20	M-20.50-026/3/11	M-80.10-016/3/11
	M-3.40-049/25/20	M-24.20-024/20/15	M-80.20-006/10/08
	M-3.50-039/25/20	M-24.40-024/20/15	M-80.30-006/10/08
	M-5.10-039/25/20	M-24.60-046/24/14	
	M-7.50-011/30/07	M-24.65-007/11/17	
	M-9.50-026/24/14 M-9.60-002/10/09	M-24.66-007/11/17 M-40.10-036/24/14	
	IVI-9.00-002/ 10/09	IVI-40. 10-030/24/14	

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### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS FHWA-1273 -- Revised May 1, 2012

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- **2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- **8.** Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or quarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
  - d. Apprentices and Trainees (programs of the U.S. DOT).

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

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

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# AMENDMENT REQUIRED CONTRACT PROVISIONS

(Exclusive of Appalachian Contracts)

### FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal-Aid provisions are supplemented with the following:

XII. Cargo Preference Act

 U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

# **WAGE RATES**

STATE WAGE RATES

BENEFIT CODE KEY

WASHINGTON L&I POLICY STATEMENT

### 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: 12/23/2020

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Franklin	Asbestos Abatement Workers	Journey Level	\$42.54	<u>5D</u>	<u>1H</u>		<u>View</u>
Franklin	<u>Boilermakers</u>	Journey Level	\$69.29	<u>5N</u>	<u>1C</u>		<u>View</u>
Franklin	Brick Mason	Journey Level	\$51.84	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	Building Service Employees	Janitor	\$13.50		1		<u>View</u>
Franklin	Building Service Employees	Shampooer	\$13.50		1		<u>View</u>
Franklin	Building Service Employees	Waxer	\$13.50		<u>1</u>		<u>View</u>
Franklin	Building Service Employees	Window Cleaner	\$13.50		1		<u>View</u>
Franklin	Cabinet Makers (In Shop)	Journey Level	\$13.50		<u>1</u>		<u>View</u>
Franklin	Carpenters	Acoustical Worker	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	Carpenters	Bridge, Dock & Wharf Carpenter	\$50.53	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Carpenters	Floor Layer & Floor Finisher	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	Carpenters	Form Builder	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Carpenters	General Carpenter	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	Carpenters	Heavy Construction Carpenter	\$54.48	<u>7E</u>	<u>4X</u>	9E	View
Franklin	Carpenters	Scaffold/Shoring Erecting & Dismantling	\$54.48	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Cement Masons	Journey Level	\$46.83	<u>7B</u>	<u>1N</u>		View
Franklin	Divers & Tenders	Assistant Tender	\$56.73	<u></u>	<u>4X</u>		View
Franklin	Divers & Tenders	Dive Supervisors	\$104.98	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Diver	\$103.48	<u>7E</u>	<u>4X</u>	<u>8V</u>	View
Franklin	Divers & Tenders	Diver on Standby	\$60.42	<u>7E</u>	<u>4X</u>	<u> </u>	View
Franklin	Divers & Tenders	Diver Tender	\$59.42	<u>7E</u> <u>7E</u>	4X		View
Franklin	Divers & Tenders	Diving Master	\$70.53	<u>7E</u> 7E	4X		View
Franklin	Divers & Tenders	Manifold Operator	\$59.42	7 <u>E</u> 7 <u>E</u>	4X		View
Franklin	Divers & Tenders	Manifold Operator Mixed Gas	\$63.42	7 <u>E</u> 7 <u>E</u>	4X		View
Franklin	Divers & Tenders	Remote Operated Vehicle Operator	\$59.42	7 <u>E</u> 7 <u>E</u>	4X 4X		View
Franklin	Divers & Tenders	Remote Operated Vehicle Tender/Technician	\$56.73	7 <u>E</u> 7 <u>E</u>	4X 4X		View
Franklin	Divers & Tenders	Surface RCV & ROV Operator	\$59.42	7 <u>E</u> 7 <u>E</u>	4X 4X		View
Franklin		·	\$70.62		3F		
	Dredge Workers	Assistant Engineer	-	<u>5D</u>			<u>View</u>
Franklin	Dredge Workers	Assistant Mate (Deckhand)	\$70.07	<u>5D</u>	<u>3F</u>		<u>View</u>
Franklin	<u>Dredge Workers</u>	Boatmen	\$70.62	<u>5D</u>	<u>3F</u>		<u>View</u>
Franklin	<u>Dredge Workers</u>	Engineer Welder	\$71.97	<u>5D</u>	<u>3F</u>		<u>View</u>
Franklin	<u>Dredge Workers</u>	Leverman, Hydraulic	\$73.41	<u>5D</u>	<u>3F</u>		<u>View</u>
Franklin	<u>Dredge Workers</u>	Mates	\$70.62	<u>5D</u>	<u>3F</u>		<u>View</u>
Franklin	<u>Dredge Workers</u>	Oiler	\$70.07	<u>5D</u>	<u>3F</u>		<u>View</u>
Franklin	<u>Drywall Applicator</u>	Journey Level	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	<u>Drywall Tapers</u>	Journey Level	\$44.38	<u>7E</u>	<u>1P</u>		<u>View</u>
Franklin	Electrical Fixture Maintenance Workers	Journey Level	\$13.50		1		<u>View</u>
Franklin	<u>Electricians - Inside</u>	Cable Splicer	\$69.59	<u>5A</u>	<u>1E</u>		<u>View</u>
Franklin	Electricians - Inside	Journey Level	\$67.22	<u>5A</u>	<u>1E</u>		<u>View</u>
Franklin	Electricians - Inside	Welder	\$71.97	<u>5A</u>	<u>1E</u>		<u>View</u>
Franklin	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>		<u>View</u>
Franklin	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>		<u>View</u>
Franklin	Electricians - Powerline Construction	Cable Splicer	\$82.39	<u>5A</u>	<u>4D</u>		<u>View</u>
Franklin	Electricians - Powerline Construction	Certified Line Welder	\$75.64	<u>5A</u>	<u>4D</u>		<u>View</u>
Franklin	Electricians - Powerline Construction	Groundperson	\$49.17	<u>5A</u>	<u>4D</u>		<u>View</u>
Franklin	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	<u>5A</u>	<u>4D</u>		<u>View</u>

Franklin	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	<u>5A</u>	<u>4D</u>		<u>Vie</u>
Franklin	Electricians - Powerline Construction	Meter Installer	\$49.17	<u>5A</u>	<u>4D</u>	<u>8W</u>	<u>Vie</u>
Franklin	<b>Electricians - Powerline Construction</b>	Pole Sprayer	\$75.64	<u>5A</u>	<u>4D</u>		<u>Vi</u>
Franklin	<b>Electricians - Powerline Construction</b>	Powderperson	\$56.49	<u>5A</u>	<u>4D</u>		<u>Vie</u>
Franklin	Electronic Technicians	Journey Level	\$44.21	<u>51</u>	<u>1B</u>		Vie
Franklin	Elevator Constructors	Mechanic	\$97.31	<u>7D</u>	<u>4A</u>		<u>Vie</u>
Franklin	Elevator Constructors	Mechanic In Charge	\$105.06	<u>7D</u>	<u>4A</u>		Vie
Franklin	Fabricated Precast Concrete Products	Journey Level	\$13.50		1		Vie
Franklin	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>		Vie
Franklin	Fence Erectors	Fence Erector	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Fence Erectors	Fence Erector	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Flaggers	Journey Level	\$40.44	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Glaziers	Journey Level	\$33.46	<u>7L</u>	4L		Vie
Franklin	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$55.24	<u>5K</u>	<u>1U</u>		Vie
Franklin	Heating Equipment Mechanics	Journey Level	\$66.06	<u>5A</u>	<u>1X</u>		Vie
Franklin	Hod Carriers & Mason Tenders	Journey Level	\$43.39	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	Industrial Power Vacuum Cleaner	Journey Level	\$13.50		1		Vie
Franklin	Inland Boatmen	Journey Level	\$13.50		1		Vie
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.50		1		Vie
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.50		1		<u>Vie</u>
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.50		1		<u>Vie</u>
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.50		1		Vie
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.50		1		Vie
Franklin	Insulation Applicators	Journey Level	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	Vie
Franklin	<u>Ironworkers</u>	Journeyman	\$64.91	<u>7N</u>	<u>10</u>		Vie
Franklin	Laborers	Air And Hydraulic Track Drill	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Laborers	Asphalt Raker	\$43.08	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	Laborers	Asphalt Roller, Walking	\$42.81	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Brick Pavers	\$42.54	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	Laborers	Brush Hog Feeder	\$42.54	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Brush Machine	\$43.08	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	Laborers	Caisson Worker, Free Alr	\$43.08	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Carpenter Tender	\$42.54	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	Laborers	Cement Finisher Tender	\$42.81	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	Laborers	Cement Handler	\$42.54	<u>7B</u>	1M	<u>8Z</u>	Vie
Franklin	Laborers	Chain Saw Operator & Faller	\$43.08	7 <u>B</u>	1M	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Clean-up Laborer	\$42.54	<u>7B</u> <u>7B</u>	1M 1M	<u>8Z</u>	Vie
Franklin	<del></del>	<u>'</u>	\$42.81				
Franklin Franklin	<u>Laborers</u>	Compaction Equipment Concrete Crewman	\$42.81	<u>7B</u> 7B	<u>1M</u> 1M	<u>87</u>	Vie
	<u>Laborers</u> Laborers			<u>7B</u>		<u>8Z</u>	Vie
Franklin		Concrete Saw, Walking	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Laborers	Concrete Signalman	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Laborers	Concrete Stack	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Confined Space Attendant	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Crusher Feeder	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Demolition	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Demolition Torch	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Laborers	Dope Pot Fireman, Non-mechanical	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	Laborers	Driller Helper (when Required To Move & Position Machine)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	Laborers	Drills With Dual Masts	\$43.36	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	<u>Laborers</u>	Dry Stack Walls	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	<u>Laborers</u>	Dumpman	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	Laborers	Erosion Control Laborer	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Final Detail Cleanup (i.e, Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$40.44	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	<u>Laborers</u>	Firewatch	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie

Franklin	<u>Laborers</u>	Form Cleaning Machine Feeder, Stacker	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	Laborers	Form Setter, Paving	\$42.81	<u>7B</u>	1M	<u>8Z</u>	Т
Franklin	Laborers	General Laborer	\$42.54	<u>7B</u>	1M	<u>8Z</u>	+
Franklin	Laborers	Grade Checker	\$45.07	<u>7B</u>	1M	8Z	+
Franklin	Laborers	Grout Machine Header Tender	\$42.54	<u>7B</u>	1 <u>////</u>	8Z	+
			-				+
Franklin	Laborers	Guard Rail	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	Laborers	Gunite	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$43.36	<u>7B</u>	<u>1M</u>	<u>8Z</u>	$\perp$
Franklin	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Hazardous Waste Worker (level D)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Т
Franklin	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Т
Franklin	Laborers	High Scaler	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	Laborers	Jackhammer Operator Miner, Class "b"	\$42.81	<u></u>	1M	<u>8Z</u>	+
Franklin	Laborers	Laser Beam Operator	\$43.08	<u>7B</u>	1M	<u>8Z</u>	+
	Laborers	·					+
Franklin		Miner, Class "a"	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	Laborers	Miner, Class "c"	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	<u>Laborers</u>	Miner, Class "d"	\$43.36	<u>7B</u>	<u>1M</u>	<u>8Z</u>	_
Franklin	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Mortar Mixer	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Nipper	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Nozzleman	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Т
Franklin	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	Laborers	Pavement Breaker, 90 Lbs. & Over	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	Laborers	Pavement Breaker, Under 90 Lbs.	\$42.81	<u>7B</u>	1M	8Z	+
		·	-				+
Franklin	<u>Laborers</u>	Pipelayer	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate.	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Pipewrapper	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Plasterer Tenders	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Pot Tender	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Т
Franklin	<u>Laborers</u>	Powderman	\$44.73	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Т
Franklin	Laborers	Powederman Helper	\$42.81	<u>7B</u>	1M	<u>8Z</u>	$\top$
Franklin	Laborers	Power Buggy Operator	\$42.81	<u>7B</u>	1M	<u>8Z</u>	+
Franklin	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
		· · · · · · · · · · · · · · · · · · ·					+
Franklin	<u>Laborers</u>	Remote Equipment Operator	\$43.36	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	<u>Laborers</u>	Remote Equipment Operator (i.e Compaction And Demolition)	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Rigger/signal Person	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Riprap Person	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Rodder & Spreader	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	Laborers	Sandblast Tailhoseman	\$42.54	<u>7B</u>	<u>1M</u>	8Z	T
Franklin	Laborers	Scaffold Erector, Wood Or Steel	\$42.54	<u></u>	1M	<u>8Z</u>	T
Franklin	Laborers	Stake Jumper	\$42.54	<u>7B</u>	1M	8Z	$^{+}$
Franklin	<u>Laborers</u>	Structural Mover	\$42.54	<u>7B</u>	1 <u>////</u>	<u>8Z</u>	+
Franklin	Laborers	Tailhoseman (water Nozzle)	\$42.54	7B	1M	8Z	+
		, ,				_	+
Franklin	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	Laborers	Track Laborer (rr)	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	1
Franklin	Laborers	Traffic Control Laborer	\$40.44	<u>7B</u>	<u>1M</u>	<u>9D</u>	
Franklin	<u>Laborers</u>	Traffic Control Supervisor	\$41.44	<u>7B</u>	<u>1M</u>	<u>9E</u>	L
Franklin	<u>Laborers</u>	Trencher, Shawnee	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	<u>Laborers</u>	Trenchless Technology Technician	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	
Franklin	Laborers	Truck Loader	\$42.54	<u>7B</u>	1M	<u>8Z</u>	T
Franklin	Laborers	Tugger Operator	\$42.81	<u>7B</u>	1M	<u>8Z</u>	+
Franklin	<u>Laborers</u>	Vibrators, All	\$43.08	<u>7B</u>	1 <u>///</u>	8Z	+
		·				_	+
Franklin	Laborers	Wagon Drills	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	+
Franklin	<u>Laborers</u>	Water Pipe Liner	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	

Franklin	<u>Laborers</u>	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$43.36	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Well-point Person	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	Vie
Franklin	<u>Laborers</u>	Wheelbarrow, Power Driven	\$42.81	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	<u>Laborers - Underground Sewer &amp; Water</u>	General Laborer & Topman	\$42.54	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	<u>Laborers - Underground Sewer &amp; Water</u>	Pipe Layer	\$43.08	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>Vie</u>
Franklin	Landscape Construction	Landscape Laborer	\$40.44	<u>7B</u>	<u>1M</u>	<u>9D</u>	Vie
Franklin	Landscape Construction	Landscape Operator	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Landscape Maintenance	Groundskeeper	\$15.09		1		Vie
Franklin	Lathers	Journey Level	\$49.27	<u>7E</u>	<u>4X</u>	<u>8N</u>	Vie
Franklin	Marble Setters	Journey Level	\$51.84	<u>5A</u>	<u>1M</u>		Vie
Franklin	Metal Fabrication (In Shop)	Fitter	\$13.50		1		Vie
Franklin	Metal Fabrication (In Shop)	Laborer	\$13.50		1		Vie
Franklin	Metal Fabrication (In Shop)	Machine Operator	\$13.50		1		Vie
Franklin	Metal Fabrication (In Shop)	Painter	\$13.50		1		Vie
Franklin	Metal Fabrication (In Shop)	Welder	\$13.50		1		Vie
Franklin	Millwright	Journey Level	\$68.90	<u>5A</u>	<u>+</u> 1B		Vie
Franklin	Modular Buildings	Journey Level	\$13.50	<u> </u>	1		Vie
Franklin	Painters	Commercial Painter	\$36.87	<u>6Z</u>	<u>-</u> 1W		Vie
Franklin	Painters	Industrial Painter	\$45.37	<u>6Z</u>	1W	<u>9D</u>	Vie
Franklin	Pile Driver	General Pile Driver	\$50.53	<u>7E</u>	4X	<u>8N</u>	Vie
Franklin	Pile Driver	Heavy Construction Pile Driver	\$55.73	7 <u>E</u> 7 <u>E</u>	4X 4X	9E	Vie
Franklin		,	\$46.51			<u>7Ľ</u>	
Franklin Franklin	Playground & Park Equipment Installers	Journey Level	\$46.51	<u>7K</u>	<u>1N</u>		Vie
	Playground & Park Equipment Installers	Journey Level		47	<u>1</u>		Vie
Franklin	Plumbers & Pipefitters  Power Equipment Operators	Journey Level	\$85.00	<u>6Z</u>	<u>10</u>	0,4	Vie
Franklin	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	A-frame Truck (single Drum)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Asphalt Plant Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backfillers (cleveland & Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Bagley Or Stationary Scraper	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Batch Plant (over 4 Units)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Belt Finishing Machine	\$48.18	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$48.79	<u>7B</u>	4W	<u>9A</u>	Vie
Franklin	Power Equipment Operators  Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$48.79	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Bending Machine	\$48.79	7R	1/1/1	۵۸	Vie
Franklin	Power Equipment Operators  Power Equipment Operators	Bit Grinders	\$47.86	<u>7B</u> 7B	<u>4W</u>	<u>9A</u>	
	Power Equipment Operators  Power Equipment Operators			<u>7B</u> 7B	<u>4W</u>	<u>9A</u>	Vie
Franklin	rower equipment operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Blower Operator (cement)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Boat Operator	\$47.86	7 <u>B</u>	4W	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Bob Cat (skid Steer)	\$48.79	7 <u>B</u>	4W	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Bolt Threading Machine	\$47.86	7 <u>B</u>	4W	<u>9A</u>	Vie
Franklin	Power Equipment Operators  Power Equipment Operators	-	\$49.39				
ııaııKUII	rower Equipment Operators	Boom Cats (side)	₽ <del>4</del> 7.57	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>

Franklin	Power Equipment Operators	Boring Machine (earth)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Bump Cutter (wayne, Saginau Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Cableway Controller (dispatcher)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Cableway Operators	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Canal Lining Machine (concrete)	\$48.79	<u>7B</u>	4W	9A	Viev
Franklin	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Cement Hog	\$48.18	<u>7B</u>	4W	9A	Viev
Franklin	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Clamshell, Dragline	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Compactor (self-propelled With Blade)	\$49.39	<u>7B</u>	4W	9A	Vie
Franklin	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More,	\$48.18	<u>7B</u>	4W	9A	Vie
Franklin		Gas Diesel Or Electric Power)					
	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Concrete Pump Boon Truck	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Concrete Saw (multiple Cut)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Concrete Slip Form Paver	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$51.26	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
ranklin	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Crusher Feeder	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Deck Engineer	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Deck Hand	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$49.66	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$49.11	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Distributor Leverman	\$48.18	7 <u>B</u>	4W	9A	Vie
Franklin	Power Equipment Operators	Ditch Witch Or Similar	\$48.18	<u>7B</u> <u>7B</u>	4W	9 <u>8</u>	Vie
Franklin	Power Equipment Operators  Power Equipment Operators	Dope Pots (power Agitated	\$48.18	7 <u>B</u>	4W 4W	<u>9A</u>	Vie
Franklin	Power Equipment Operators  Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent)	\$48.79	<u>7Б</u> <u>7В</u>	4W 4W	<u>9A</u> 9A	Vie
Franklin	Power Equipment Operators	And Traxcavator  Dozer / Tractors (d-6 & Equivalent & Over)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Dozer, 834 R/t & Similar	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Drill Doctor	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Driller Licensed	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Drillers Helper	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin							
Franklin Franklin	Power Equipment Operators	Elevating Belt (holland Type)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
		Elevating Belt (holland Type)  Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$49.66 \$48.79	<u>7B</u> <u>7B</u>	<u>4W</u> <u>4W</u>	<u>9A</u> <u>9A</u>	Vie

Franklin	Power Equipment Operators	Elevator Hoisting Materials	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Fireman & Heater Tender	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Gin Trucks (pipeline)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Grade Checker	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Gunite Combination Mixer & Compressor	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	H.d. Mechanic	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	H.d. Welder	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Heavy Equipment Robotics Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Helicopter Pilot	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Hoe Ram	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$48.95	<u>7B</u>	<u>4W</u>	9A	Vie
Franklin	Power Equipment Operators	Hoist, Single Drum	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$49.39	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$49.39	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds R/t)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Locomotive Engineer	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Longitudinal Float	\$48.18	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Master Environmental Maintenance Technician	\$49.66	<u>7B</u>	<u>4W</u>	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Mixer (portable - Concrete)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Mixermobile	\$48.79	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$49.39	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Mucking Machine	\$48.79	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$49.39	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$48.18	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Paving (dual Drum)	\$49.11	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$49.39	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Piledriving Engineers	\$49.11	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Plant Oiler	\$47.86	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Posthole Auger Or Punch	\$48.79	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Power Broom	\$48.18	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Pump (grout Or Jet)	\$48.79	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Pumpman	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Quad-track Or Similar Equipment	\$49.39	<u>7B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators	Railroad Ballast Regulation Operator (self- propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Railroad Power Tamper Operator (self- propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Railroad Tamper Jack Operator (self- propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Railroad Track Liner Operator (self- propelled)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Refrigeration Plant Engineer (under 1000	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie

Franklin	Power Equipment Operators	Ton) Rollerman (finishing Asphalt Pavement)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators  Power Equipment Operators	Rollers, All Types On Subgrade, Including	\$47.86	<u>7В</u> <u>7В</u>	4W 4W	<u>9A</u> <u>9A</u>	<u>View</u>
		Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B					
Franklin	Power Equipment Operators	Roto Mill (pavement Grinder)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Rotomill Groundsman	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Scrapers, All, Rubber-tired	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Screed Operator	\$49.39	<u>7B</u>	<u>4W</u>	9A	View
Franklin	Power Equipment Operators	Shovels (3 Yds. & Over)	\$49.66	<u>7B</u>	<u>4W</u>	9A	View
Franklin	Power Equipment Operators	Shovels (under 3 Yds.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Spray Curing Machine (concrete)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Spreader Box (self-propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Spreader Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Steam Cleaner	\$47.86	<u>7B</u>	4W	9A	View
Franklin	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Surface Heater & Planer Machine	\$48.95	<u>7B</u>	4W	<u>9A</u>	View
Franklin	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Traverse Finish Machine	\$48.79	<u>7B</u>	4W	<u>9A</u>	View
Franklin	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$49.39	<u>7B</u>	4W	9 <u>A</u>	View
Franklin	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$48.95	<u>7B</u>	4W	<u>9A</u>	View
Franklin	Power Equipment Operators	Tug Boat Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Tugger Operator	\$48.18	<u>7B</u>	4W	<u>9A</u>	View
Franklin	Power Equipment Operators	Turnhead (with Re-screening)	\$48.95	<u>7B</u>	4W	<u>2A</u> 9A	View
Franklin	Power Equipment Operators	Turnhead Operator	\$48.79	<u>7B</u>	4W	<u>9A</u>	View
Franklin	Power Equipment Operators	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Vacuum Blasting Machine Operator	\$49.66	<u>7B</u>	4W	9A	View
Franklin	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Welding Machine	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Whirleys & Hammerheads, All	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (single Drum)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators- Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backfillers (cleveland & Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground	Backhoe (over 110,000 Gw)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	View

Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Bagley Or Stationary Scraper	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Batch Plant (over 4 Units)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Belt Finishing Machine	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Belt Loader (kocal Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bending Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bit Grinders	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Blower Operator (cement)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Bob Cat (skid Steer)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Bolt Threading Machine	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Boom Cats (side)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Boring Machine (earth)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bump Cutter (wayne, Saginau Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Cableway Controller (dispatcher)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cableway Operators	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Canal Lining Machine (concrete)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Cement Hog	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Clamshell, Dragline	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Compactor (self-propelled With Blade)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Pump Boon Truck	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>

Franklin  Power Equipment Operators- Underground Sewer & Water  Franklin  Franklin  Power Equipment Operators- Underground Sewer & Water  Franklin  Franklin  Power Equipment Operators- Underground Sewer & Water  Franklin  Franklin  Power Equipment Operators- Underground Sewer & Water  Franklin  Franklin  Power Equipment Operators- Underground Sewer & Water	4W	9A 9A 9A 9A 9A 9A	View View View View View View View View
Sewer & Water   (c.a.d.)	4W 4W 4W 4W 4W	9A 9A 9A 9A 9A 9A	View View View View View
Sewer & Water   Tender, Mucking Machine   Tender, All Attachments Incl. Clamshell, Attachments Incl. Clamshell, Attachments Incl. Clamshell, Padical P	4W 4W 4W 4W	9A 9A 9A 9A 9A	View View View View
Sewer & Water  Overhead, Rail & Tower. All Attachments Incl.  Franklin  Power Equipment Operators- Underground Sewer & Water  Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline  Franklin  Power Equipment Operators- Underground Sewer & Water  Franklin  Power Equipment Operators- Underground Cranes (86 to 99 Tons) And All Climbing, \$50.76	<u>4W</u> <u>4W</u> <u>4W</u> <u>4W</u>	9A 9A 9A 9A	View View View
Sewer & Water   Incl. Clamshell, Dragline	<u>4W</u> <u>4W</u>	9 <u>A</u> 9 <u>A</u>	<u>View</u> <u>View</u>
Sewer & Water   All Attachments Incl. Clamshell, Dragline	<u>4W</u>	<u>9A</u> <u>9A</u>	<u>View</u>
Sewer & Water  Climbing, Overhead, Rail & Tower. All Attachments Incl.  Franklin  Power Equipment Operators- Underground Sewer & Water  Franklin  Power Equipment Operators- Underground  Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline  Franklin  Power Equipment Operators- Underground  Cranes (86 to 99 Tons) And All Climbing,  \$50.76	<u>4W</u>	<u>9A</u>	
Sewer & Water     Attachments Incl. Clamshell And Dragline       Franklin     Power Equipment Operators- Underground     Cranes (86 to 99 Tons) And All Climbing,     \$50.76     7B			<u>View</u>
	<u>4W</u>	0.4	
Incl.		<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Crusher Feeder \$47.86	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators - Underground Sewer & Water Crusher, Grizzle & Screening Plant Operator \$49.39	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Curb Extruder (asphalt Or Concrete) \$48.95 \(\frac{7B}{2}\)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Deck Engineer \$48.79	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Deck Hand \$47.86	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Derricks & Stifflegs (65 Tons & Over) \$49.66 \(\frac{7B}{S}\)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Derricks & Stifflegs (under 65 Tons) \$49.11 \(\frac{7B}{2}\)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Distributor Leverman \$48.18	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Ditch Witch Or Similar \$48.18	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Dope Pots (power Agitated \$48.18 \(\frac{7B}{2}\)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Dozer / Tractor (up To D-6 Or Equivalent) \$48.79 And Traxcavator	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators - Underground Sewer & Water Dozer / Tractors (d-6 & Equivalent & Over) \$49.39	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Dozer, 834 R/t & Similar \$49.39	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Drill Doctor \$49.39	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Driller Licensed \$50.76 \(\frac{7B}{S}\)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Drillers Helper \$47.86	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Drilling Equipment (8 inch Bit & Over - Sewer & Water Sewerse Circulation & Similar)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Drills (churn, Core, Calyx Or Diamond) \$48.95	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Elevating Belt (holland Type) \$49.66 \(\frac{7B}{2}\)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Elevating Belt-type Loader (euclid, Barber Green & Similar)	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water Elevating Grader-type Loader (dumor, Adams Or Similar) \$48.79	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators- Underground Sewer & Water  Elevator Hoisting Materials \$48.18	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators - Underground Sewer & Water Equipment Serviceman, Greaser & Oiler \$48.95	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin Power Equipment Operators - Underground Sewer & Water Fireman & Heater Tender \$47.86	<u>4W</u>	<u>9A</u>	<u>View</u>

Franklin	Power Equipment Operators- Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Gin Trucks (pipeline)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Grade Checker	\$49.11 <u>7B</u> <u>4W</u>		<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Gunite Combination Mixer & Compressor	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	H.d. Mechanic	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	H.d. Welder	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Heavy Equipment Robotics Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Helicopter Pilot	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vi€
Franklin	Power Equipment Operators- Underground Sewer & Water	Hoe Ram	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Hoist, Single Drum	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Lime Brain Operator (recycle Train)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds R/t)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead And Front-end, 10 Yds. & Over)	\$50.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Locomotive Engineer	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Longitudinal Float	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Master Environmental Maintenance Technician	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Mixer (portable - Concrete)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Mixermobile	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Mucking Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Multiple Dozer Units With Single Blade	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Paving (dual Drum)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Paving Machine (asphalt And Concrete)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Piledriving Engineers	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie

Franklin	Power Equipment Operators- Underground	Traverse Finish Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$48.18	<u>7B</u>	<u>4W</u>	<u>y</u> <u>9A</u>	
Franklin	Power Equipment Operators- Underground Sewer & Water	Surface Heater & Planer Machine	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Steam Cleaner	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Spreader Machine	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Spreader Box (self-propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Spray Curing Machine (concrete)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Shovels (under 3 Yds.)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Shovels (3 Yds. & Over)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Screed Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Scrapers, All, Rubber-tired	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
	Sewer & Water	Attachments)			<u>4W</u>		
Franklin	Sewer & Water  Power Equipment Operators- Underground	Three Or More Scrapers) Rubber-tired Skidders (r/t With Or Without	\$48.95	7 <u>B</u>		9 <u>A</u>	Vie
Franklin	Sewer & Water  Power Equipment Operators- Underground	Rubber-tired Scrapers (multiple Engine With	\$49.66	7 <u>B</u>	4W	9 <u>A</u>	Vie
Franklin	Sewer & Water  Power Equipment Operators- Underground	Rotomill Groundsman	\$48.95	7 <u>B</u>	4W	9 <u>A</u>	Vie
Franklin	Power Equipment Operators- Underground	John Deere And Similar,or Compacting Vibrator), Except When Pulled B Roto Mill (pavement Grinder)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case,	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Track Liner Operator (self- propelled)	\$49.11	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Tamper Jack Operator (self- propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Power Tamper Operator (self- propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Quad-track Or Similar Equipment	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Pumpman	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Pump (grout Or Jet)	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Power Broom	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Posthole Auger Or Punch	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>

Franklin	Power Equipment Operators- Underground Sewer & Water	Tug Boat Operator	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Tugger Operator	\$48.18	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Turnhead (with Re-screening)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Turnhead Operator	\$48.79	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Vactor Guzzler, Super Sucker	\$49.39	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Vacuum Blasting Machine Operator	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$48.95	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Welding Machine	\$47.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Whirleys & Hammerheads, All	\$49.66	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$53.10	<u>5A</u>	<u>4A</u>		<u>Vi</u>
Franklin	Power Line Clearance Tree Trimmers	Spray Person	\$50.40	<u>5A</u>	<u>4A</u>		Vie
Franklin	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$53.10	<u>5A</u>	<u>4A</u>		Vi
Franklin	Power Line Clearance Tree Trimmers	Tree Trimmer	\$47.48	<u>5A</u>	<u>4A</u>		Vi
Franklin	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$36.10	<u>5A</u>	<u>4A</u>		Vi
Franklin	Refrigeration & Air Conditioning Mechanics	Journey Level	\$85.00	<u>6Z</u>	<u>1Q</u>		Vie
Franklin	Residential Brick Mason	Journey Level	\$28.42		1		Vi
Franklin	Residential Carpenters	Journey Level	\$21.60		1		Vie
Franklin	Residential Cement Masons	Journey Level	\$46.83	7B	1N		Vi
Franklin	Residential Drywall Applicators	Journey Level	\$20.46		1		Vie
Franklin	Residential Drywall Tapers	Journey Level	\$19.32		<u>+</u> <u>1</u>		Vie
Franklin	Residential Electricians	Journey Level	\$22.73		1		Vie
Franklin	Residential Glaziers	Journey Level	\$23.10		<u>+</u> <u>1</u>		Vi
Franklin	Residential Insulation Applicators	Journey Level	\$14.86		1		Vi
Franklin	Residential Laborers	Journey Level	\$13.64		1		Vi
Franklin	Residential Marble Setters	Journey Level	\$28.42		1		Vi
Franklin	Residential Painters	Journey Level	\$13.50		1		Vie
Franklin	Residential Plumbers & Pipefitters	Journey Level	\$19.30		1		Vie
Franklin	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$17.24		1		<u>Vi</u>
Franklin	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$47.89	<u>5A</u>	<u>1X</u>		<u>Vi</u>
Franklin	Residential Soft Floor Layers	Journey Level	\$23.11	<u>5A</u>	<u>1N</u>		Vi
Franklin	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$13.50		1		Vie
Franklin	Residential Stone Masons	Journey Level	\$28.42		<u>1</u>		Vi
Franklin	Residential Terrazzo Workers	Journey Level	\$14.86		1		Vie
Franklin	Residential Terrazzo/Tile Finishers	Journey Level	\$14.86		<u>+</u> <u>1</u>		Vie
Franklin	Residential Tile Setters	Journey Level	\$19.23		<u>+</u> <u>1</u>		Vie
Franklin	Roofers	Irritable Bituminous Roofer	\$44.91	<u>7G</u>	<u>+</u> 41		Vie
Franklin	Roofers	Journeyman Roofer, Waterproofer, Kettleman	\$41.91	<u>7G</u>	<u>41</u>		<u>Vi</u>
Franklin	Sheet Metal Workers	Journey Level (Field or Shop)	\$66.06	<u>5A</u>	<u>1X</u>		<u>Vi</u>
Franklin	Sign Makers & Installers (Electrical)	Journey Level	\$14.65		<u>1</u>		Vie
Franklin	Sign Makers & Installers (Non-Electrical)	Journey Level	\$14.65		1		Vie
Franklin	Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>		Vi
Franklin	Solar Controls For Windows	Journey Level	\$13.50		<u></u>		Vie
Franklin	Sprinkler Fitters (Fire Protection)	Journey Level	\$60.34	<u>7J</u>	<u>1R</u>		Vie
Franklin	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.50		1		Vie
Franklin	Stone Masons	Journey Level	\$51.84	<u>5A</u>	<u>1M</u>		Vie
Franklin	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		1		Vie
Franklin	Surveyors	All Classifications	\$23.49	<u>0</u>	1		Vie
Franklin	Telecommunication Technicians	Journey Level	\$44.21	<u>51</u>	<u>+</u> 1B		Vie
Franklin	Telephone Line Construction - Outside	Cable Splicer	\$41.81	<u>5A</u>	<u>2B</u>		Vie
Franklin	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$23.53	<u>5A</u>	2 <u>B</u>		Vie
Franklin	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	<u>5A</u>	<u>2B</u>		Vie
				20			

Franklin	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Special Apparatus Installer II	\$40.99	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Television Groundperson	\$22.32	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Television System Technician	\$35.20	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Television Technician	\$31.67	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	<u>Terrazzo Workers</u>	Journey Level	\$43.61	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	<u>Tile Setters</u>	Journey Level	\$43.61	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	Tile, Marble & Terrazzo Finishers	Journey Level	\$35.73	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	Traffic Control Stripers	Journey Level	\$49.13	<u>7A</u>	<u>1K</u>		<u>View</u>
Franklin	<u>Truck Drivers</u>	Asphalt Mix Over 20 Yards	\$49.70	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Asphalt Mix To 20 Yards	\$49.50	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Dump Truck	\$49.50	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Dump Truck & Trailer	\$49.70	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Other Trucks	\$49.39	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers - Ready Mix</u>	Transit Mixers 20 yards and under	\$49.70	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers - Ready Mix</u>	Transit Mixers over 20 yards	\$50.04	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.45		1		<u>View</u>
Franklin	Well Drillers & Irrigation Pump Installers	Oiler	\$13.50		<u>1</u>		<u>View</u>
Franklin	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		<u>View</u>

\*

# **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 fourten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

# **Overtime Codes Continued**

- 1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
  - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
  - S. 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 hours worked on holidays and 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.
  - 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.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two 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.
  - G. 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 hours worked on Sunday shall be paid at two 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.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
  - W. 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, tenhour 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 first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on 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.
  - A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. 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.
  - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at 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 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.

# Benefit Code Key – Effective 9/2/2020 thru 3/2/2021

### **Overtime Codes Continued**

- 3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - B. All hours worked over twelve (12) hours per day and all hours worked on 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.

### **Overtime Codes Continued**

4. 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.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on 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.
- 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.
- H. 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.
- 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.
- 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.

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# **Overtime Codes Continued**

- 4. 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.
  - M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
  - N. 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, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
  - O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
  - P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
  - Q. The first four (4) 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 hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - R. All hours worked on Saturdays 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 on Sundays and holidays shall be paid at double the hourly rate of wage.
  - S. 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.
  - T. The first two (2) hours of overtime for hours worked Monday-Friday 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 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. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
  - 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.

# Benefit Code Key – Effective 9/2/2020 thru 3/2/2021

# **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.

W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

# **Overtime Codes Continued**

4. Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

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

ZOvertime 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. 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. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

# **Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

### Benefit Code Key - Effective 9/2/2020 thru 3/2/2021

### **Holiday Codes Continued**

- 5. 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).
  - T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - E. Paid 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 a Half-Day On Christmas Eve Day. (9 1/2).
  - 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).
  - I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (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.
- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

# **Holiday Codes Continued**

- 7. 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.
  - 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.

# **Holiday Codes Continued**

- 7. M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). 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.
  - R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - 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.
  - T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - 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, President's Day, Independence Day, Memorial 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.
- 15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the 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.
  - B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
  - C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
  - D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.
  - E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

# **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.
  - P. 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.
  - Q. 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.
  - 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.

# Benefit Code Key - Effective 9/2/2020 thru 3/2/2021

# **Note Codes Continued**

- 8. 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.
- 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.

### **Note Codes Continued**

8. 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.
- 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.

# Benefit Code Key – Effective 9/2/2020 thru 3/2/2021

# **Note Codes Continued**

- 9. D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
  - E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
  - F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

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

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

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

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

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

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

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

ITEM DESCRIPTION

YES

NO

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

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

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

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

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

### See RCW 39.12.010

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

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

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

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

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

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

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

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

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

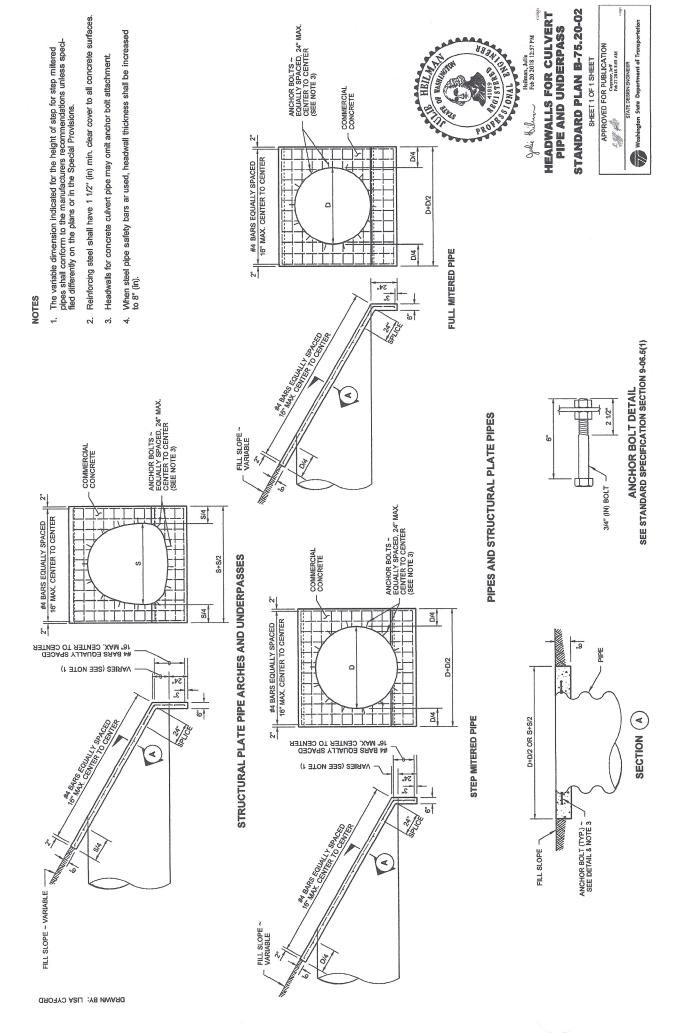
Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

- (1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.
- (2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:
- (a) They deliver or discharge any of the above-listed materials to a public works project site:
- (i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or
  - (ii) At multiple points at the project; or
  - (iii) Adjacent to the location and coordinated with the incorporation of those materials.
- (b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.
- (c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).
- (d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.
- (e) They deliver concrete to a public works site regardless of the method of incorporation.
- (f) They assist or participate in the incorporation of any materials into the public works project.

- (3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.
- (4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.
- (a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.
- (b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.
- (5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

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

# STANDARD PLANS



# STANDARD PLAN I-30.15-02 SANDRA L. SALISBURY CERTIFICATE NO. 000860 STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation. Perform maintenance in accordance with Standard Specifications 8-01.3(9)A and 8-01.3(15). Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence. NOTE: THIS PLAN IS NOT A LEGAL ENGINEERIN DUPLICATE. THE OPIGINAL, SIGNED BY THE ENGIN W. IS KEPT ON FILE AT THE WASHINGTON STATE A COPY MAY BE OBTANDED UPON PEGIEST. SILT FENCE Install silt fencing parallel to mapped contour lines. SEE NOTE 1 ۲i 4 GEOTEXTILE FOR SILT FENCE ~ SEE STANDARD SPECIFICATION SECTION 9-33.2 (1), TABLE 6 PRA CHIZHOUR POST ~ WOOD OR STEEL - (TYPICAL) FASTEN TO POST EVERY 6" O.C FABRIC (GEOTEXTILE) (TYPICAL) FRA CHONORA TYPICAL SILT FENCE WITHOUT BACKUP SUPPORT ISOMETRIC (STEEL POSTS SHOWN) SELF-LOCKING TIE~NYLON 6/6 (MIN. GRADE), 120# MIN. TENSILE STRENGTH, UV STABILIZED FASTEN GEOTEXTILE TO POST EVERY 6" (IN.) O.C. FRA CHIZHORY S. - 0. MIN S. - O., MIN. "Þ≈ DURING EXCAVATION MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENT. RATING FLOWS. COMMACTION MINT BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS. TYPICAL INSTALLATION DETAIL (STEEL POSTS SHOWN) POST ~ SEE STD. SPEC. 8-01.3(9)A SEE NOTE 1 BURY GEOTEXTILE IN TRENCH GEOTEXTILE FLOW BACKFILLED & COMPACTED NATIVE SOIL NOTE

# SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

SPLICED FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP.

SPLICE DETAIL (WOOD POSTS SHOWN)

Pasco Bakotich III
STATE DESIGN ENGINEER

3/22/13 DATE STATE DESIGN ENGINEER

Washington State Department of Transportation

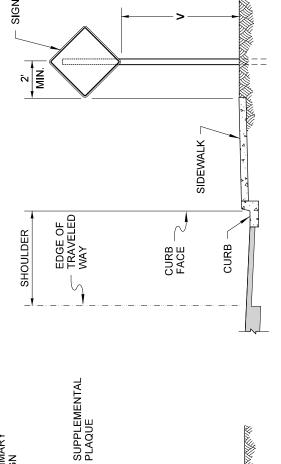
NOTES

- For sign installation details, see Standard Plan G series.
- Where it is impractical to locate a sign with the lateral offset, a minimum of 2'(ft) offset may be used. A 1'(ft) lateral offset may be used in business, commercial 2

PRIMARY SIGN

SHOULDER

The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.



0" MIN 3" MAX

EDGE OF TRAVELED WAY

SIGN

6' MIN

SHOULDER

EDGE OF TRAVELED WAY

12' MIN.

CURB FACE

CURB

SIGN INSTALLATION (SIDEWALK AND CURB SECTION)

SIGN INSTALLATION (CURB SECTION)

SIGN INSTALLATION (FILL SECTION)

TO BOTTOM OF SUPPLEMENTAL PLAQUE

HEIGHT V

TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)

5' MINIMUM

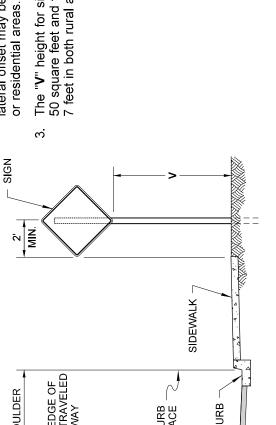
RURAL

7. MINIMUM

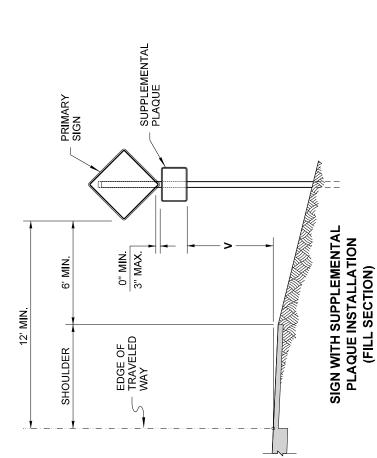
URBAN

(WHEN REQUIRED) 4' MINIMUM

6' MINIMUM







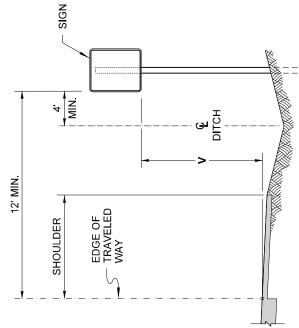
SIGN

S' MIN

SHOULDER

FACE OF BARRIER OR GUARDRAIL

EDGE OF TRAVELED WAY

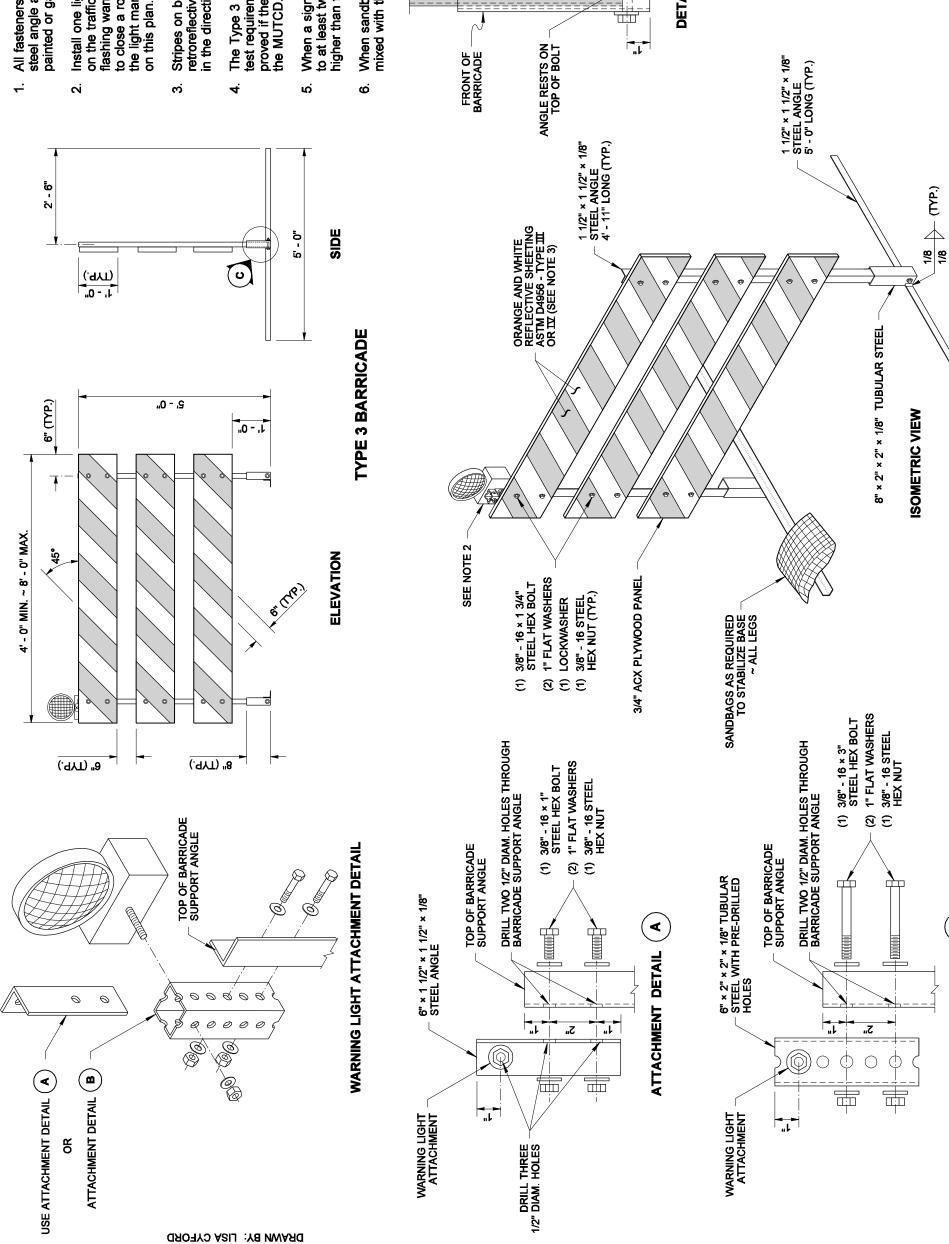


SIGN INSTALLATION (DITCH SECTION)

SIGN INSTALLATION (BEHIND TRAFFIC BARRIER)

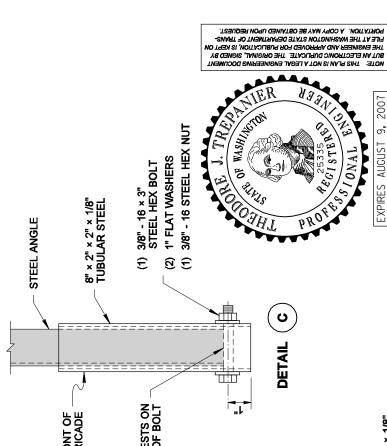


DRAWN BY: FERN LIDDELL



# NOTES

- All fasteners may be zinc plated, galvanized or stainless steel. All steel angle and tubular steel shall be hot-rolled, high carbon steel, painted or galvanized.
- Install one lightweight Type A Low-Intensity flashing warning light on the traffic side of the barricade. Install two Type A Low-Intensity flashing warning lights per barricade when the barricades are used to close a roadway. Attach the light to the barricade according to the light manufacturer's recommendations or use the details shown
- Stripes on barricade rails shall be alternating orange and white retroreflective stripes (sloping downward at an angle of 45 degrees in the direction traffic is to pass).
- be ap-The Type 3 barricade design shown on this plan meets the crash test requirements of NCHRP 350. Alternative designs may be approved if they conform to the NCHRP 350 crash test criteria and the MUTCD
- When a sign is mounted on the barricade, it shall be securely bolted to at least two plywood panels. The top of the sign shall not be higher than the top panel of the barricade.
- When sandbags are used in freezing weather, Urea fertilizer shall be mixed with the sand in a quantity to prevent the sand from freezing.



# **TYPE 3 BARRICADE**

# STANDARD PLAN K-80.20-00

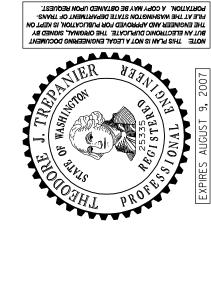
SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION

12-20-06 Kevin J. Dayton STATE DESIGN ENGINEER 

Washington State Department of Transportation

ATTACHMENT DETAIL (B



**TYPE 3R BARRICADE** 

MIN.

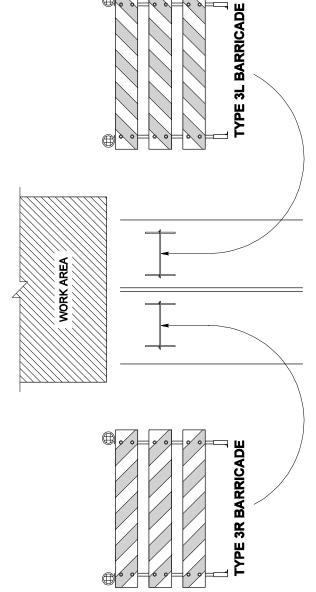
10' - 0"

TYPE 3L BARRICADE

AREA CLOSED TO TRAFFIC

2' MIN.

**USEABLE TRAFFIC LANE** 



0

**TYPE 3R BARRICADE** 

ROAD CLOSURE AT INTERSECTION

USEABLE TRAFFIC LANE

2' MIN.

AREA CLOSED TO TRAFFIC

**SS** 

STRIPES ON THE BARRICADES SHALL SLOPE DOWNWARD IN THE DIRECTION TRAFFIC IS TO PA

TYPE 3L BARRICADE

DRAWN BY: LISA CYFORD





# **CONSTRUCTION DRAWINGS**

# FRANKLIN COUNTY

# PUBLIC WORKS DEPARTMENT

3416 STEARMAN AVE.

PASCO, WA 99301

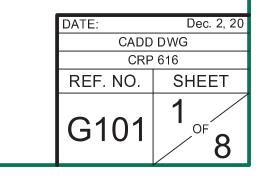
(509)545-3514

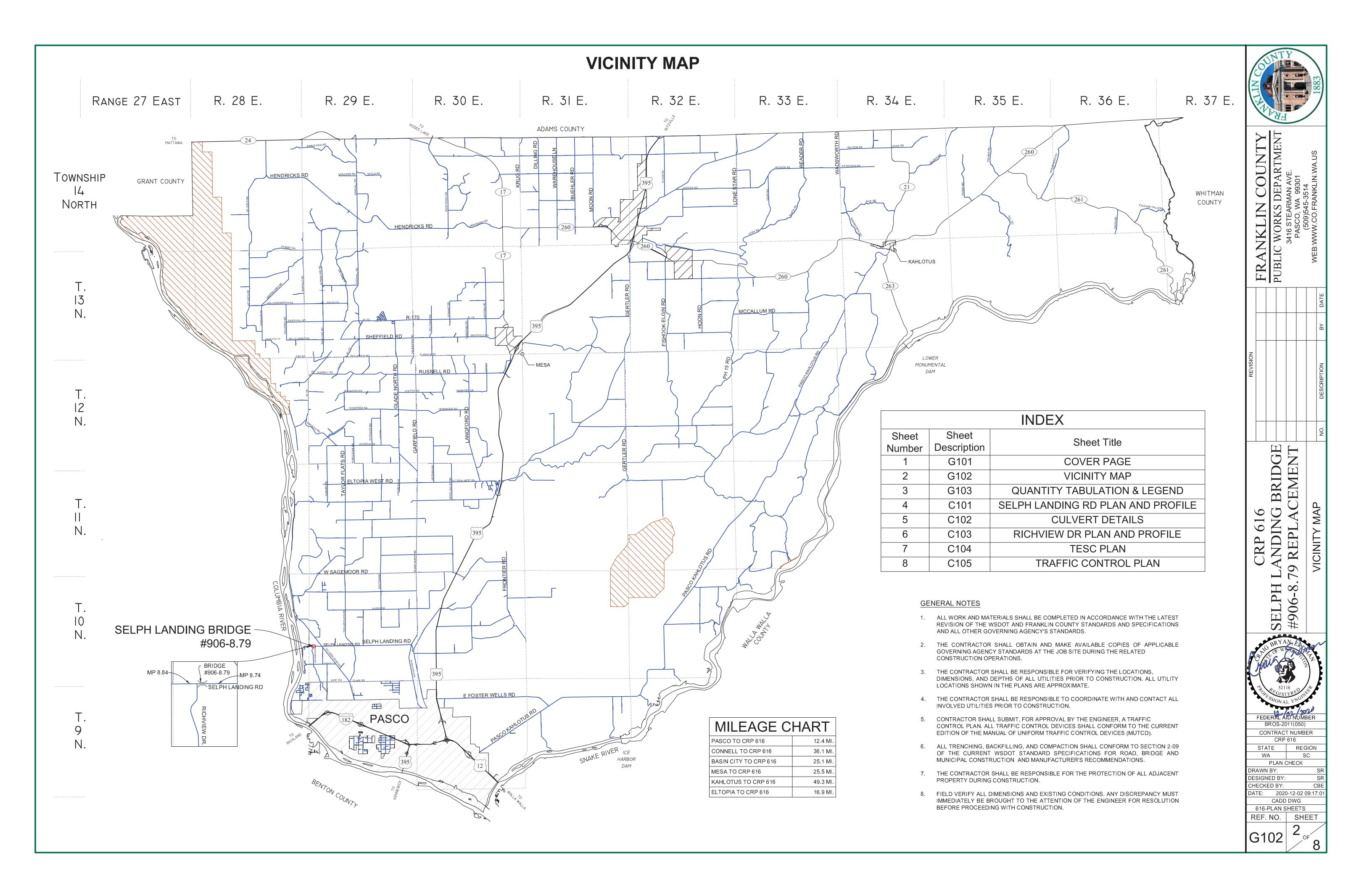
WEB:WWW.CO.FRANKLIN.WA.US



CRP 616
SELPH LANDING
BRIDGE #906-8.79

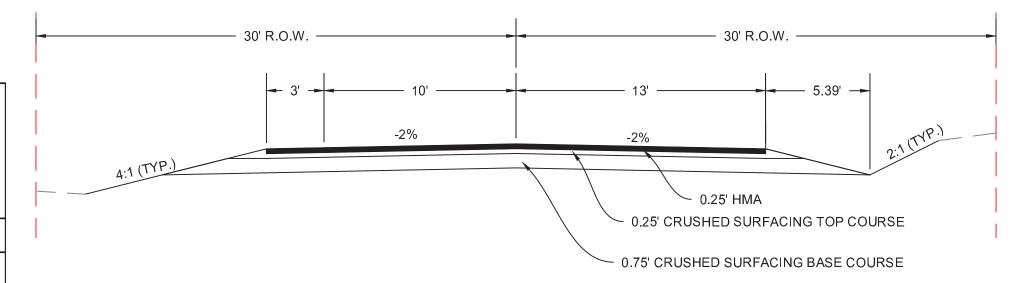
REPLACEMENT
BROS-2011(050)
RAP-1118-03





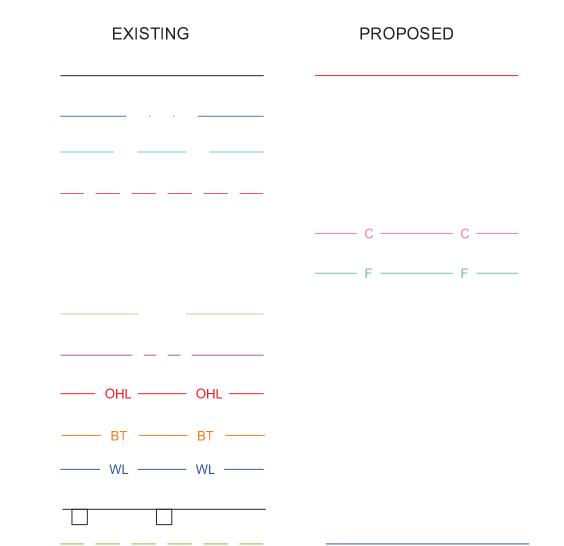
# SUMMARY OF QUANTITIES

		Τ		OT QUANTITI	T	Γ	Γ	Ι	
				SELPH			MAINTENANCE	MAINTENANCE	MAINTENANCE
ITEM	TOTAL			LANDING	RICHVIEW	DRIVEWAY	APPROACH	APPROACH	APPROACH
NO.	QTY.			BRIDGE	DR.	"A"	"B"	"C"	"D"
		UNIT	DESCRIPTION	#906-8.79					
			PREPARATION						
1	1	L.S.	MOBILIZATION				LUMP SUM		
2	1	L.S.	CLEARING AND GRUBBING				LUMP SUM		
3	1	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTION				LUMP SUM		
4	1	L.S.	REMOVING EXISTING BRIDGE				LUMP SUM		
			GRADING						
5	440	C.Y.	ROADWAY EXCAVATION INCL. HAUL	440					
6	80	C.Y.	EMBANKMENT COMPACTION	80					
			STRUCTURE						
7	1	L.S.	AGENCY DESIGNED BURIED STRUCTURE NO. 906-8.79				LUMP SUM		
8	1	L.S.	SHORING OR EXTRA EXCAVATION CL.A INCL. HAUL				LUMP SUM		
9	1	EST	FORCE ACCOUNT - CANAL LINER REPAIR	1					
			SURFACING						
10	430	TON	CRUSHED SURFACING BASE COURSE	340	90				
11	190	TON	CRUSHED SURFACING TOP COURSE	130	21	12	6	12	9
			HOT MIX ASPHALT						
12	95	TON	HMA CL 3/8 IN PG 64S-28	95					
13	60	TON	HMA FOR APPROACH CL 3/8 IN PG 64S-28		26	12	5	10	7
			EROSION CONTROL AND ROADSIDE RESTORATION						
14	1	L.S.	EROSION CONTROL AND WATER POLLUTION PREVENTION				LUMP SUM		
16	80	S.Y.	SEEDING AND FERTILIZING BY HAND	80					
			TRAFFIC						
17	576	L.F.	PAINT LINE	576					
18	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL				LUMP SUM		
19	200	S.F.	CONSTRUCTION SIGNS CLASS A	200					
			OTHER ITEMS						
20	1	CALC	MINOR CHANGE						
21	1	L.S.	TRIMMING AND CLEANUP				LUMP SUM		
22	1	L.S.	SPCC PLAN				LUMP SUM		
		•							



TYPICAL ROADWAY SECTION SELPH LANDING ROAD STA.20+80.75 TO STA. 21+70.75 STA. 22+04.67 TO 22+71.83

# LEGEND:



FOUND QUARTER MONUMENT >

FOUND SECTION MONUMENT

TELEPHONE PEDESTAL 📘

POWER POLE -P-

GUY WIRE

EXISTING SIGN \_\_\_\_

EXISTING TREE

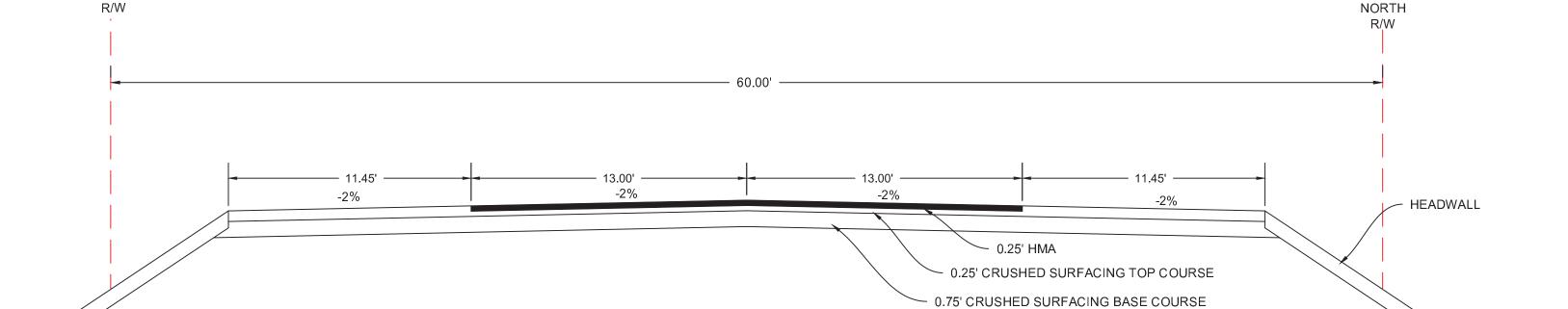
PROPERTY CORNER

SPRINKLER HEAD

ROAD CENTERLINE
SECTION LINE
QUARTER SECTION LINE
RIGHT OF WAY LINE
CUT LIMITS
FILL LIMITS
P.U.D EASEMENT
IRRIGATION EASEMENT
OVER HEAD POWER LINE
BURIED TELEPHONE LINE
WATER LINE

GUARDRAIL

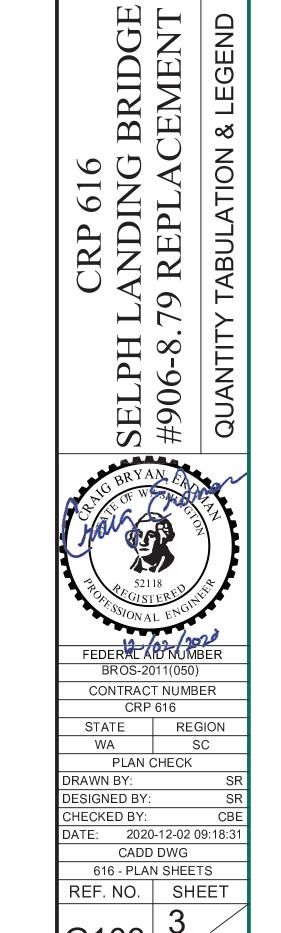
DRIVEWAY / APPROACH

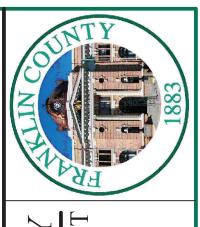


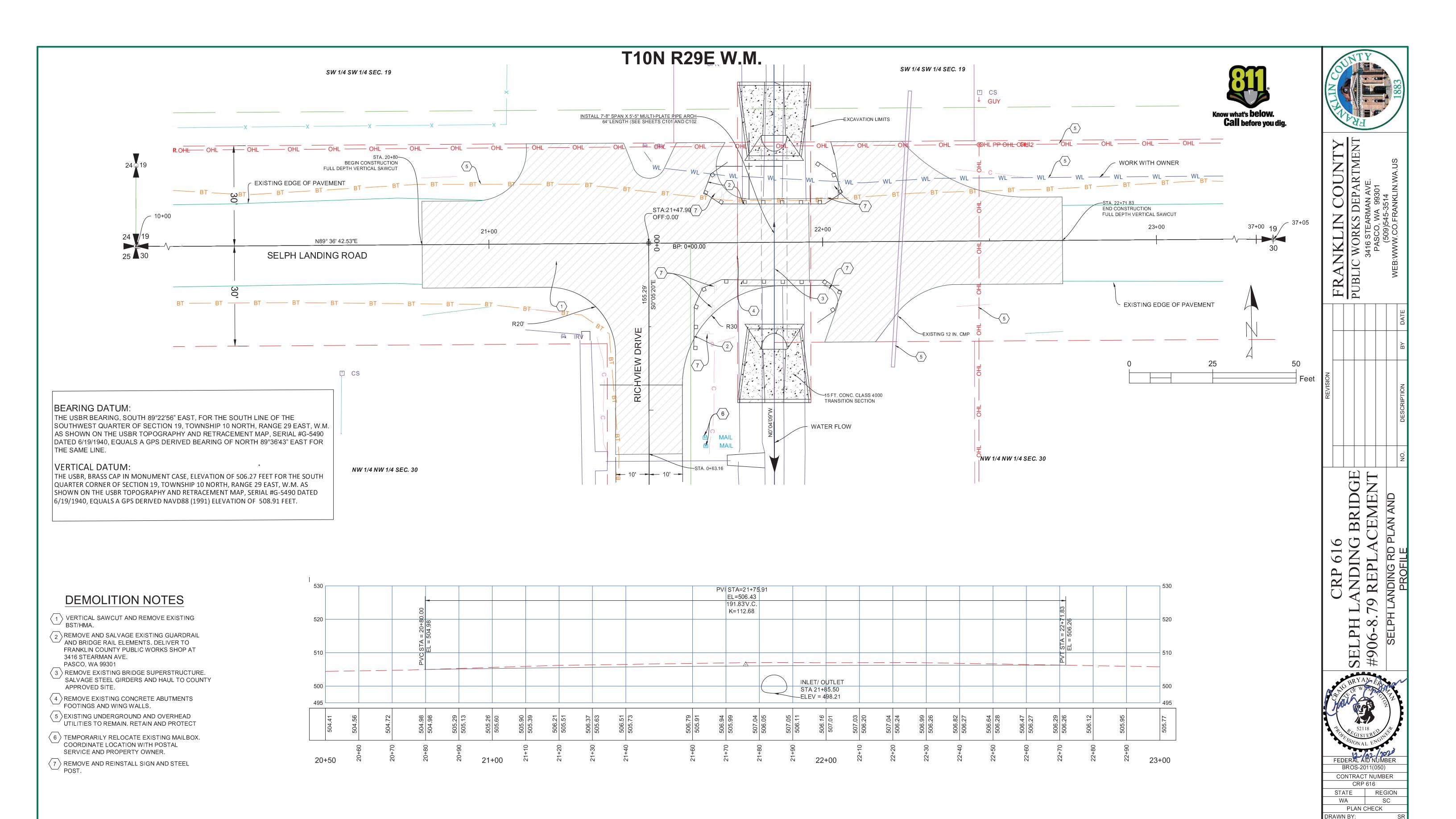
TYPICAL ROADWAY SECTION

SELPH LANDING ROAD STA. 21+70.75 TO STA 22+04.67

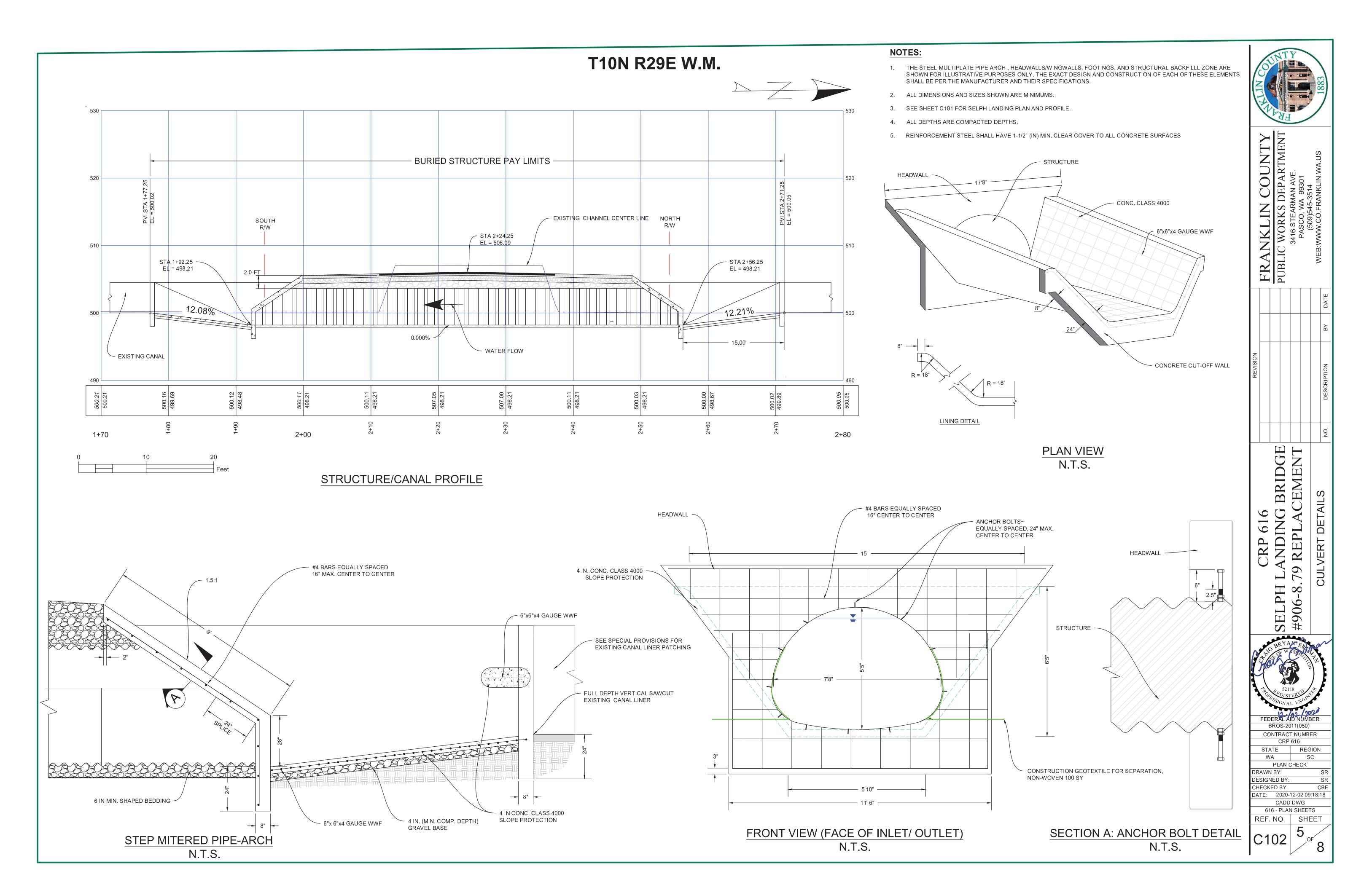
SOUTH

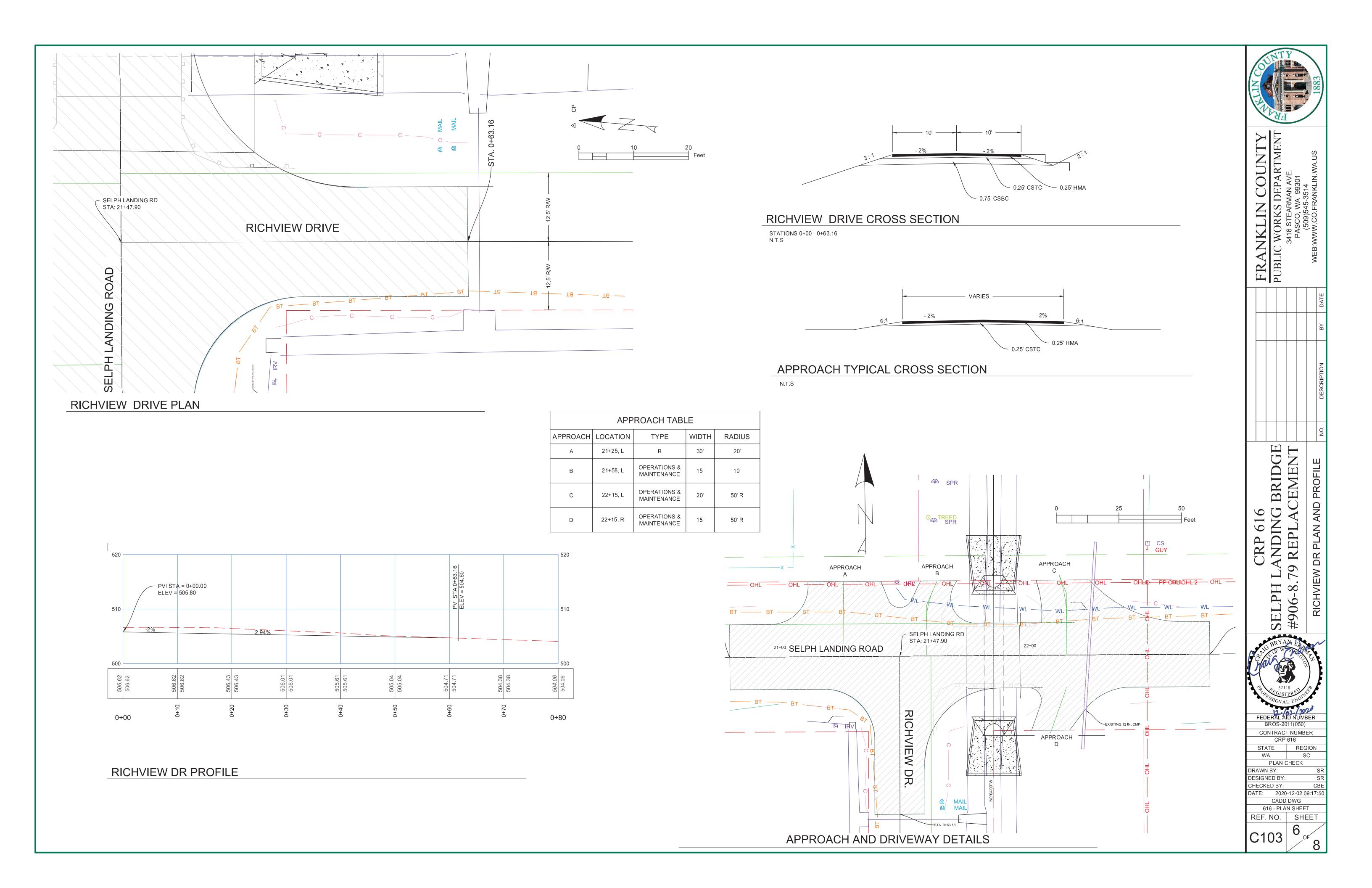


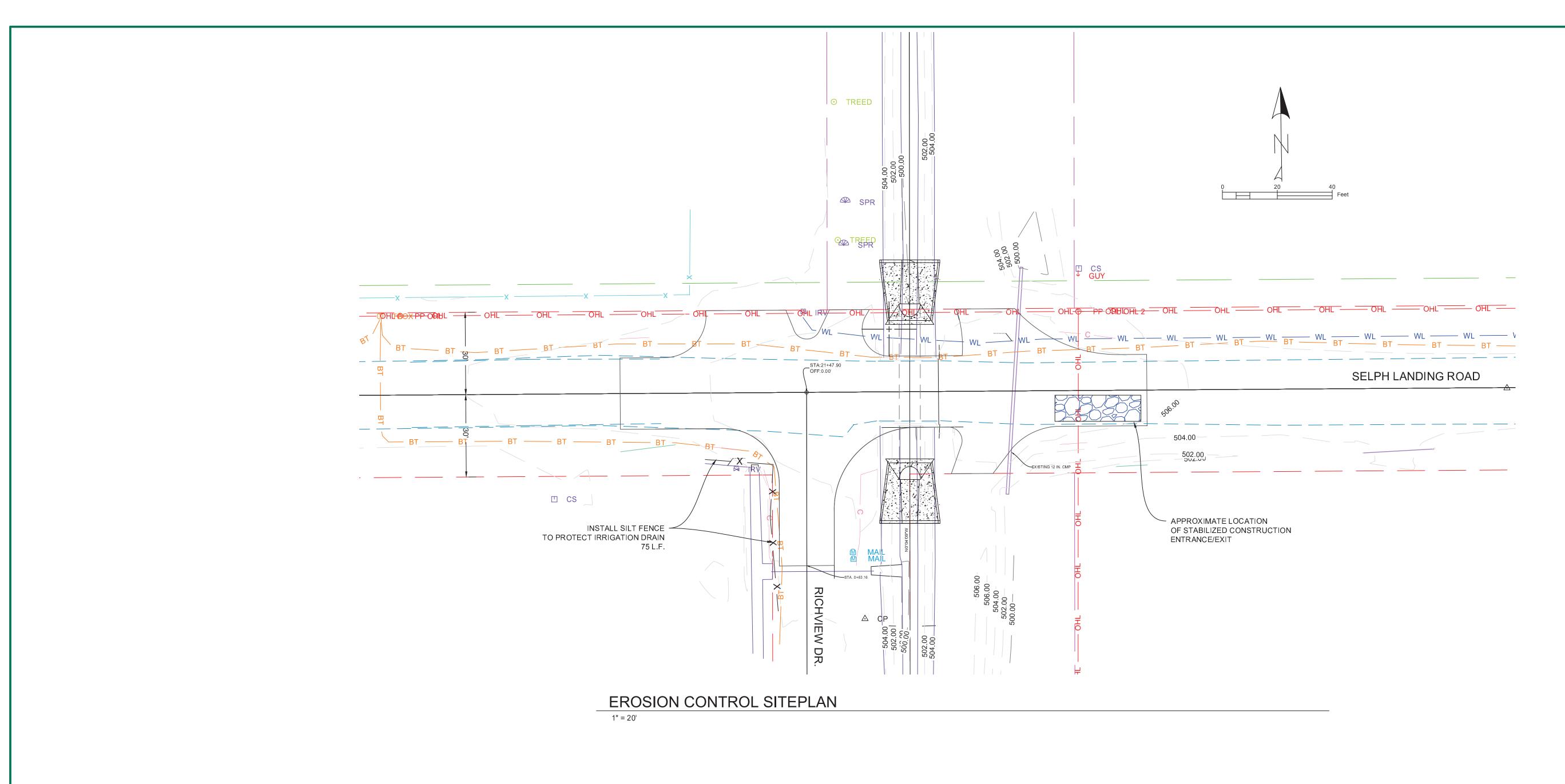




DESIGNED BY: CHECKED BY:





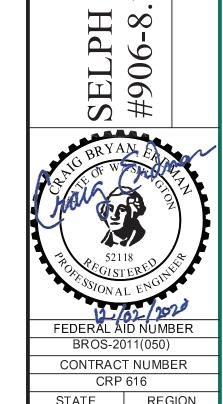


# **EROSION CONTROL NOTES**

- THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AS MAY BE NECESSARY TO CONTROL WATER AND WIND EROSION.
- 2. SOILS IN THE CONSTRUCTION AREA ARE CLASSIFIED AS FINE LOAMY SAND AND ARE SUSCEPTIBLE TO WIND EROSION. THE CONTRACTOR SHALL STABILIZE EXPOSED SOIL BY WATERING OR OTHER ENGINEER APPROVED METHODS.
- 3. TRACKING OF SOIL OR DEBRIS OFF SITE IS NOT PERMITTED. IF SOIL OR DEBRIS IS TRACKED ONTO A PUBLIC ROADWAY IT SHALL BE IMMEDIATELY REMOVED
- 4. HYDROSEED ALL DISTURBED AREAS AS DIRECTED BY THE ENGINEER AFTER CONSTRUCTION IS COMPLETE.
- 5. PERFORM WASHOUT OF CONCRETE TRUCK DRUMS AT AN APPROVED OFF-SITE LOCATION ONLY. (REFER TO BMP C154E)
- 6. THE CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION ACCESS. (REFER TO BMP C105E).



FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT
3416 STEARMAN AVE.
PASCO, WA 99301
(509)545-3514



BROS-2011(050)

CONTRACT NUMBER

CRP 616

STATE REGION

WA SC

PLAN CHECK

DRAWN BY: AMN

DESIGNED BY: SR

CHECKED BY: CBE

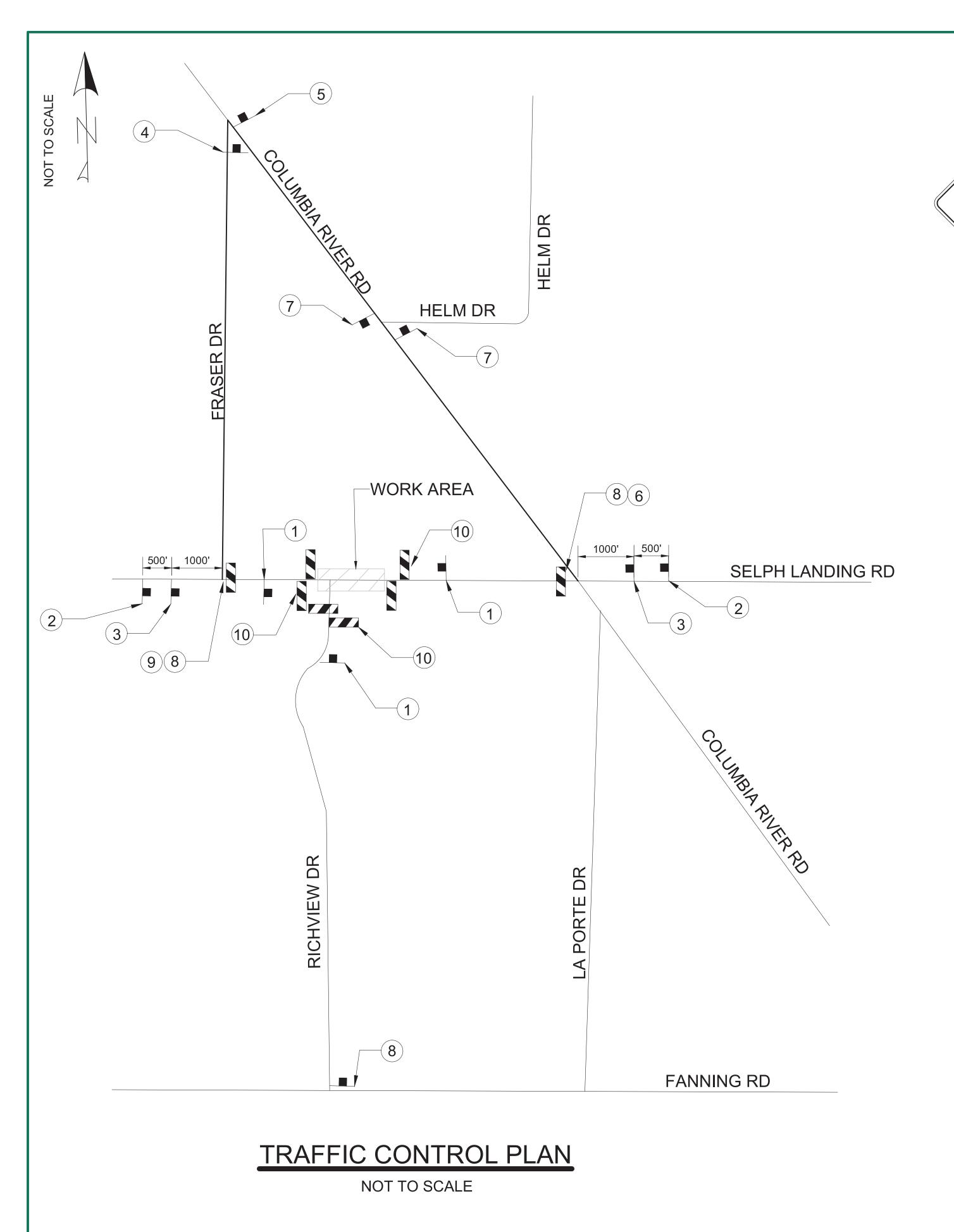
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CADD DWG

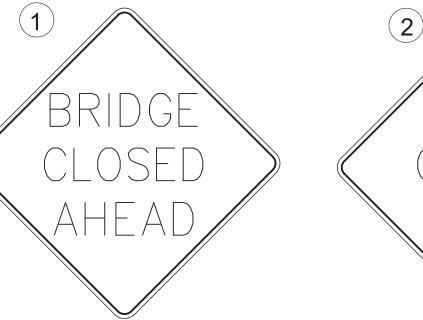
616 - PLAN SHEET

REF. NO. SHEET

C104



# TRAFFIC CONTROL SIGN SCHEDULE



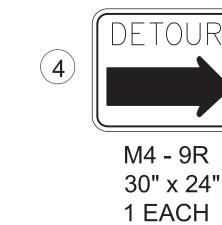
W20-3 (SIMILAR) 36"X36" 3 EACH



W20-3A 36"X36" 2 EACH



W20-2 36"X36" 2 EACH



5 DETO

M4 - 9L 30" x 24" 1 EACH



M4-10R 48" x 18" 1 EACH

48" x 18"

1 EACH



10 BRIDGE OUT

M4 - 9L

30" x 24"

2 EACH

R11 - 2 48" x 30" 3 EACH



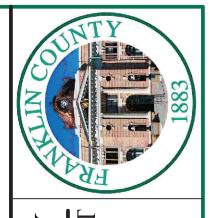
R11 - 3b 60" x 30" 3 EACH



TYPE III BARRICADE (STD. PLAN K-80.20-00) 8 EACH

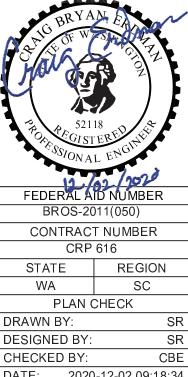
# TRAFFIC CONTROL NOTES

- 1. ALL REGULATORY TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE M.U.T.C.D.
- 2. ALL TRAFFIC CONTROL SIGNS AND DEVICES USED ON THIS PROJECT SHALL BE NEW OR LIKE NEW CONDITION.
- 3. TWO FLASHING WARNING CONTROL SIGNS SHALL BE USED TO MARK EACH BARRICADE AT NIGHT.
- 4. TYPE III BARRICADES SHALL HAVE REFLECTORIZED SHEETING ATTACHED. PAINTED STRIPING WILL NOT BE ALLOWED.
- 5. LOCATION OF ALL SIGNS SHALL BE AS APPROVED BY THE ENGINEER.
- 6. REMOVE, COVER OR RELOCATE SIGNS AS REQUIRED DURING VARIOUS CONSTRUCTION STAGES.
- 7. ACCESS SHALL BE PROVIDED AT ALL TIMES TO PROPERTY OWNERS WITHIN PROJECT LIMITS.
- 8. ACCESS TO THE CANAL ROAD SHALL BE PROVIDED AT ALL TIMES TO COLUMBIA BASIN IRRIGATION DISTRICT PERSONNEL.



WORKS DEPARTMEN 3416 STEARMAN AVE. PASCO, WA 99301 (509)545-3514 (MWW CO FRANKI IN WALLS

SELPH LANDING BRIDGE PUBLIC WOR 3416 ST PASTIC CONTROL PLAN NO. DESCRIPTION BY DATE WEB:WWW.C



DATE: 2020-12-02 09:18:34

CADD DWG

CRP 616 SELPH LANDING TRAFFIC CONTROL

REF. NO. SHEET

C105 8 OF 8