# **CONTRACT DOCUMENTS**

# CRP 625 SAFETY – GUARDRAIL/CURVE IMPROVEMENTS AT BLANTON ROAD, R-170, & COLUMBIA RIVER ROAD

HSIP-000S(551) LA-9820





# FRANKLIN COUNTY PUBLIC WORKS DEPARTMENT



# CRP 625 SAFETY - GUARDRAIL/CURVE IMPROVEMENTS AT BLANTON ROAD, R-170, & COLUMBIA RIVER ROAD

HSIP-000S(551) LA-9820

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#### **INVITATION TO BID**

### CRP 625 – SAFETY – GUARDRAIL/CURVE IMPROVEMENTS AT BLANTON ROAD, R-170, AND COLUMBIA RIVER ROAD Federal Aid No. – HSIP-000S(551)

Franklin County Public Works is inviting and requesting bid proposals for the above referenced project. This safety project provides for the improvements of removing lead based painted guardrail, installing steel post guardrail, centerline/shoulder rumble strips, installing solar-powered flashing LED chevron curve warning system, slope flattening, pavement marking, and temporary traffic control at three (3) rural locations located throughout Franklin County.

This project has a Disadvantaged Business Enterprise (DBE) goal of 4.0%.

Sealed bids shall be marked with the project name and number and be addressed to the Franklin County Public Works Department. Bids will be received at the Office of the of County Engineer, Franklin County Public Works Department, 3416 Stearman Avenue, Pasco, Washington, 99301 *until 9:00 AM, Wednesday, October 6<sup>th</sup>, 2021*, and will then and there be opened and publicly read aloud. 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 #8022816 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 located in the Courthouse both in Pasco, Washington.

The following is applicable to Federal-aid projects:

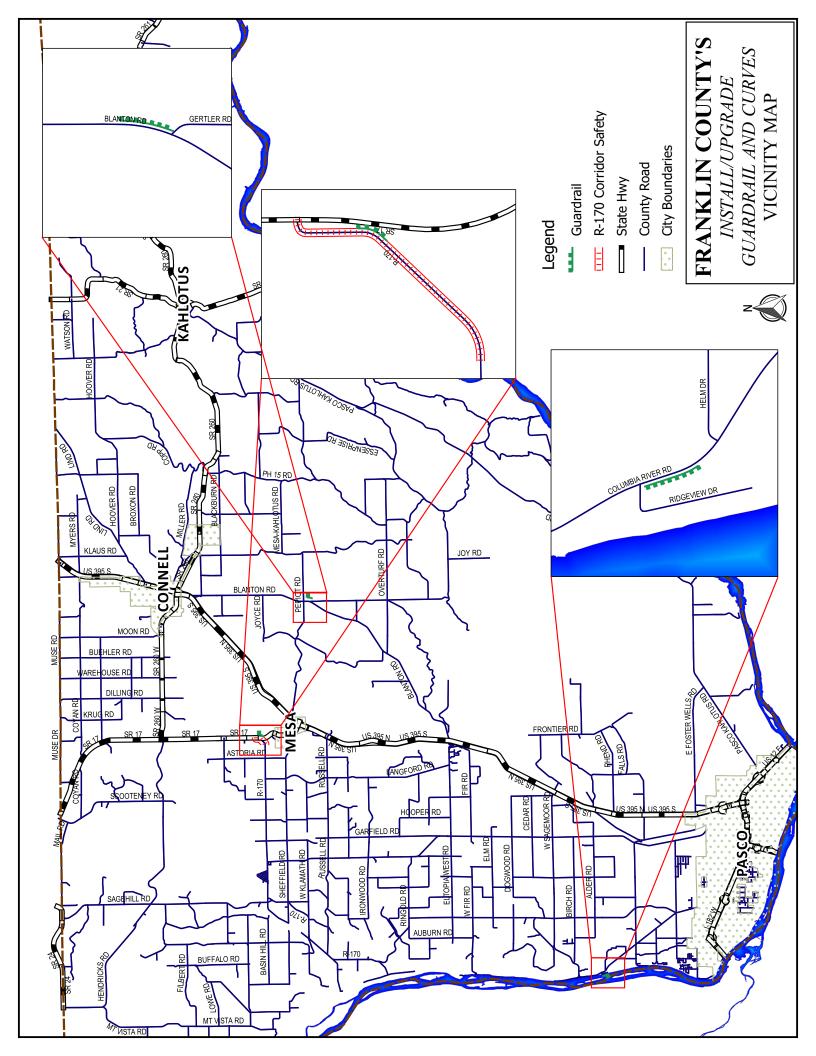
Franklin County in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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> day of September, 2021.

FRANKLIN COUNTY ENGINEER FRANKLIN COUNTY, WASHINGTON

raig B. Eraman, PE, County Engineer



# **PROPOSAL**

**BID PROPOSAL** 

NON-COLLUSION DECLARATION

CERTIFICATION FOR FEDERAL-AID CONTRACTS

PROPOSAL BOND

LOCAL AGENCY SUBCONTRACTOR LIST

DBE UTILIZATION CERTIFICATION

DBE WRITTEN CONFIRMATION DOCUMENT

DBE BID ITEM BREAKDOWN FORM

DBE TRUCKING CREDIT FORM

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.)

### **BASE BID**

Item No.	Plan Quantity	Item	Unit Price	Total Amount
1.	Lump Sum	Mobilization	18676 oo per L.S.	1867600
2.	817	Removing Guardrail	per L.F.	24. 570.00
3.	Lump Sum	Remove Miscellaneous Traffic Items	750000 per L.S.	3500 00
4.	2	Solar Flashing LED Curve Warning System with Radar	// 750°9 per EA	23.50000
5.	612.5	Beam Guardrail Type 31	9/09 per L.F.	25 112,50
6.	362.5	Beam Guardrail Type 31 – 8 FT. Long Post	98°9 per L.F.	1740000
7.	6	Beam Guardrail Type 31 Non-Flared Terminal	5500.00 per EA	33,00000
8.	15	Flexible Guide Post	per EA	15000
9.	9820	Paint Line	per L.F.	6383, 00

10.	1.3	Shoulder Rumble Strip - Type 2	6500°0 per MI	8,45000
11.	0.7	Centerline Rumble Strip	/0,000 00 per MI	7,00000
12.	Lump Sum	Project Temporary Traffic Control	56498°° per L.S.	5649800
13.	Lump Sum	SPCC Plan	per L.S.	1,00000

# **TOTAL BASE BID \$**

226,5-2950

## **ALTERNATIVE BID C1**

Item No.	Plan Quantity	Item	Unit Price	Total Amount
C1-1	412.7	Beam Guardrail Type 31	41.09 per L.F.	1692020
C1-2	200	Beam Guardrail Type 31 – 8 FT. Long Post	<u>48 ∞</u> per L.F.	960000
C1-3	2	Beam Guardrail Type 31 Non-Flared Terminal	5300°	11,0000

## **TOTAL ALTERNATIVE BID C1 \$**

37.52070

## **ALTERNATIVE BID C2**

Item No.	Plan Quantity	ltem	Unit Price	Total Amount
C2-1	800	Common Borrow Incl. Haul	per C.Y.	20,000 00
C2-2	L.S.	Erosion Control and Water Pollution Prevention	5,000°B per L.S.	5,00000
C2-3	0.45	Seeding, Fertilizing, and Mulching	per ACRE	4.50000

# **TOTAL ALTERNATIVE BID C2 \$**

29.50000

# 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:

- 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.
- 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	Н	[ ] IN THE AMOUNT OF
CASH	HIER'S	CHECK [ ]DOLLARS
CERT	ΓIFIED	CHECK [ ] (\$) Payable to the County Treasurer
PROF	POSAL	BOND [x] IN THE AMOUNT OF 5% OF THE BID
** Red	ceipt is	s hereby acknowledged of addendum(s) _ 1 , , , ,,
		SIGNATURE OF AUTHORIZED OFFICIAL (S)
Propo	osal mi	ust be signed > Worthy Medical
		FIRM NAME CONSTRUCTION AHEAD INC. DBA PAVEMENT SURFACE CONTROL
		CONTRACTOR'S LICENSE NO. CONSTAI083L5
		WASHINGTON STATE L&I NO: 472399-02
		REVENUE TAX NUMBER: 91-1553616
		UBI NUMBER: 601378957
		ADDRESS 9312 W. 10TH AVE, KENNEWICK, WA 99336
		PHONE NO. (509) 586-1969
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"
	(3)	Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication CRP 625 / Safety — Guardrail/Curve Improvements at Blanton Road, R-170, and Columbia River Road



# Document A310<sup>TM</sup> - 2010

SURETY:

9450 Seward Road

Fairfield, OH 45014

Seattle, WA 98154

Mailing Address for Notices

1001 4th Avenue, Suite 1700

Conforms with The American Institute of Architects AIA Document 310

The Ohio Casualty Insurance Company

The Ohio Casualty Insurance Company

Attention: Surety Claims Department

(Name, legal status and principal place of business)

## **Bid Bond**

#### CONTRACTOR:

(Name, legal status and address) Construction Ahead, Inc. dba Pavement Surface Control PO Box 7204 Kennewick, WA 99336-7204

#### OWNER:

PROJECT:

(Name, legal status and address) Franklin County 3416 Stearman Avenue Pasco, Washington, 99301

**BOND AMOUNT: \$5%** 

(Five percent of amount bid.)

(Name, location or address, and Project number, if any)

CRP 625 / HSIP-000S(551)

Safety-Guardrail/Curve Improvements at Blanton Road, R-170, and Columbia River Road

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 68

day of October

2021

Construction Ahead, Inc. dba Pavement Surface

Control

(Principal)

(Seal)

This document has important

with an attorney is encouraged

with respect to its completion or

Any singular reference to

plural where applicable.

Contractor, Surety, Owner or

other party shall be considered

modification.

legal consequences. Consultation

The Ohio Casualty Insurance Company

(Surety)

(Sect)

Jordan Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206154-974308

## **POWER OF ATTORNEY**

oberty Mutual insurance company is a corporation day organized the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles E. audon; Jacqueline F. Hernandez; Jodi Clayton; Kimberley A. Fall; Kirsten K. Jordan; Kristina Schrader
I of the city of Pasco state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to mak eccute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own propersons.
WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed
ereto this 17th day of August , 2021 .  Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company  1912  1919  1991  1991
CHISTACHUSE THAMPSHINGS BY:
tate of PENNSYLVANIA ounty of MONTGOMERY ss
n this 17th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance ompany, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purpose erein contained by signing on behalf of the corporations by himself as a duly authorized officer.
I WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.
Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1286044  Montgomery County My commission unimper 1286044  Teresa Pastella, Notary Public
Melituer, Perinsylvania Association of Incidence
his Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutusurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:
ARTICLE IV – OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as sure any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, sh have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, suinstruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescrib shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertaking bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as signed by the president and attested by the secretary.
ertificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-ict as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other sure bligations.
uthorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company were same force and effect as though manually affixed.
Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company ereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect as not been revoked.
N TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of day of
1912 CORPORATE TO STATE THE SURPORT OF THE SURPORT
AS-12873 LMIC OCIC WAIC Multi Co 02/21



# Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: CRP 625/Safety - Guardrail/Curve Improvements at Blanton Road, R-170, and Col. Riv. Rd.

Column 1	Column 2	Column 3	Column 4	Column 5
Name of DBE (See instructions)	Project Role (See instructions)	Description of Work (See instructions)	Dollar Amount Subcontracted to DBE (See instructions)	Dollar Amount to be Applied Towards Goal (See instructions)
Construction Ahead Inc. dba PSC	PRIME	Paint Lines, Temporary/Permanent Pavement Marking Includes Striping, Guideposts, Rumble Strips	N/A	\$13,000

5 [	By	checking	Box 5 tl	he Bidder i	s stating t	hat their	attempts	to solicit	sufficient	DBE p	articipatio	n to me	eet
h	e COA	<b>Contract</b>	t goal ha	is been un	successfu	I and go	od faith e	effort will b	e submit	ted in a	ccordance	with	
Se	ection	1-02.9 of	the Con	tract									

Box 4

Total DBE Commitment Dollar Amount \$13,000

Disadvantaged Business Enterprise 4%

Condition of Award Contract Goal

## Instructions for Disadvantaged Business Enterprise Utilization Certification Form

- Box 1: Name of Bidder (Proposal holder) submitting Bid.
- Box 2: Name of the Project.
- Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <a href="https://wsdot.diversitycompliance.com">https://wsdot.diversitycompliance.com</a>. Repeat the name of the DBE for each Project Role that will be performed.

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

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

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

- Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <a href="https://wsdot.diversitycompliance.com">https://wsdot.diversitycompliance.com</a>
  - A Bidder subletting a portion of a bid item shall state "Partial" and describe the Work that is included.
    - · For example; "Electrical (Partial) Trenching".
    - "Mobilization" will not be accepted as a description of Work.
- Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.
- Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal See Note 1, Note 2, Note 3. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, See Note 1, Note 2, Note 3, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.
  - Note 1: For Work sublet as Force Account the bidder may only claim 50% of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to (\$100,000 X 50%) = \$50,000 (Column 5) to be applied towards the goal.
  - Note 2: For Work sublet to a Regular Dealer the bidder may only claim 60% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to (\$100,000 X 60%) = \$60,000 (Column 5) to be applied towards the goal
  - Note 3: For Work sublet to a Broker the bidder may only claim the fees paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to (\$100,000 X reasonable fee %) = \$ (Column 5) to be applied towards the goal.
- Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.
- Box 4: Box 4 is the sum of the values in column 5. This value must equal or exceed the COA Contract goal amount written in Box 3 or:
- Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, Selection of Successful Bidder/Good Faith Efforts (GFE) in the Contract.

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



# Disadvantaged Business Enterprise Utilization Certification

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

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

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

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

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

Total DBE Commitment Dollar Amount 1,295,250

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



# Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions:

DBE Document Submittal Requirements

Disadvantaged Business Enterprise Participation

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

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

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

Contract Title:	CRP 625/Safety - Guar	rdrail/Curve Improvements at Blanton Road, R-170,			
Bidder's Business Name: Construction Ahead Inc. dba Pavement Surface Control					
DBE's Business Name: Construction Ahead Inc. dba Pavement Surface Control					
Description of DBE's Work: Temp/Perm Paveme		ent Marking Inc. Striping, Guidepost, Rumble Strips			
Dollar Amount to be Applied Towards DBE Goal:		\$13,000.00			
Dollar Amount to be Subcontracted to DBE*: *Optional Field					

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

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

Name (printed):	Dorothy McDaniel		
Signature:	Monty Muly		
Title:	President		
Address:	9312 W. 10th Ave. Kennewick, WA 99336	Date: 10/6/2021	



# Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number       2. Contract Name         HSIP-000S(551)       CRP 625/Safety - Guardrail/Curve Improvements at Blanton Road, R-170,		Guardrail/Curve Improvements at Blanton Road, R-170, and Col. Riv.
Prime Contractor     Construction Ahead Inc. dba Pavement Surface Control		Prime Contractor Representative Name     Dorothy McDaniel
5. Prime Contractor Representative Phone (509) 586-1969		rime Contractor Representative Email othy@pavementsurface.com

Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partial (See Instructions)	Column 4 Quantity (See Instructions)	Column 5 <b>Description</b> (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8  Dollar Amount to be Applied Towards Goal (See Instructions)
truction Ahead Inc. d	800	Full	15	Flexible Guide Post	\$ 100.00	\$ 1,500.00	\$ 1,500.00
truction Ahead Inc. d	009	Full	9,820	Paint Line	\$ 0.65	\$ 6,383.00	\$ 6,383.00
truction Ahead Inc. d	010	Partial	1.3	ioulder Rumble Strip Type	\$ 6,500.00	\$ 8,450.00	\$ 5,117.00
					Subtotal:	\$ 16,333.00	\$ 13,000.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	\$ 0.00	\$ 0.00
Name of UDBE	Bid Item#	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
							70200
					Subtotal:	\$ 0.00	\$ 0.00
				TOTAL UDBE Dollar	r Amount:	\$ 16,333.00	\$ 13,000.00

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

- Box 1: Provide the Contract Number as stated in the project information webpage.
- Box 2: Provide the Name of the project as stated in the project information webpage.
- Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.
- Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.
- Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.
- Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.
- Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <a href="https://wsdot.diversitycompliance.com">https://wsdot.diversitycompliance.com</a>.
- Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.
- Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".
- Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.
- Column 5: Provide a description of the work to be performed by the DBE.
- Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.
- Column 7: Provide the estimated total unit cost amount per bid item.
- Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <a href="https://wsdot.diversitycompliance.com">https://wsdot.diversitycompliance.com</a>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.



# Disadvantaged Business Enterprise (DBE)Trucking Credit Form

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

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

Federal Aid # HSIP-000S(5		Contract # CRP 625			Project Name CRP 625/Safety - Guardrail/Curve Impro		
		mp sum amo	ounts, please prov	ide calcul	ations to substa	ntiate the quantities listed.	
				Description			
N/A	N/A						
N/A N/A							
N/A N/A							
N/A N/A							
Use addition	nal sheets as nece	ssary.					
Bidder	Ahead Inc. dba Pa		face Control		me/Title (please rothy McDaniel	2 T/	
Phone		Fax			nature		
(509) 586-19	969	(509) 585	-8297		Monty Med		
Address							
9312 W. 10th Kennewick, \	100 To T (100 To 100 to						
195 (195)	WA 99330		- 10 m		I certify that the above information is complete and accurate.		
Email dorothy@pay	vementsurface.com	1		Dat 10/	e 6/2021		
						JCKING FIRM	
materials being for this project.  1. Type of Machauled?  2. Number of expected to 3. Number of	ng hauled unless that as a regular dealer aterial expected to be fully operational true obe used on this particular and trailers.	ne trucking fi er. pe ucks roject? owned by	han n <u>a</u> n di kanan-lahin perena menan menan kebulah	ized as a		Dump trucks: N/A  Dump trucks: N/A	
the DBE th project?	nat will be used on t	his					
Number of trucks and trailers leased by N/A     Trucks the DBE that will be used on this     project?			Tracto	or/trailers: N/A	Dump trucks: N/A		
DBE Firm Na	ime				Name/Title (ple	ease print)	
N/A							
Certification Number				N/A			
N/A		Ган			O'		
Phone		Fax N/A			Signature		
N/A							
N/A Address		IN/A					
N/A Address N/A		IWA					
Address		IN/A			I certify that the	e above information is complete and accurate.	

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

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

#### INSTRUCTIONS

#### Please note - All Fields are required

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

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

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

- Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)
- Question 2: Specify the total number of operational trucks that will be used on the project.
- Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.
- Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

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

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



# 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.

By: Morely Signature of authorized person	-	ny McDaniel ne of person making certifications for firm
	Print Nam	ne of person making certifications for firm
Title: President	Place:	Kennewick, WA 10/6/2021
Title of person signing certificate		Print city and state where signed

ATTENTION: ALL BIDDERS AND PLAN HOLDERS

RE:

CRP 625 - SAFETY - GUARDRAIL / CURVE IMPROVEMENTS AT BLANTON ROAD, R-170, & COLUMBIA RIVER ROAD

HSIP-000S(551)

#### ADDENDUM Nº 1

You are hereby notified that the Special Provisions for this project is amended as follows:

### FRANKLIN COUNTY SPECIAL PROVISIONS

1. Delete Section 8-22.5 Pavement Marking - Payment in its entirety; and replace with the following:

This section is supplemented with the following:

All cost associated with the referencing existing pavement markings/lines as specified, shall be included in the unit Contract prices for the associated items of work.

By signing the bid Proposal bidders shall have acknowledged receipt of this addendum. The addendum will be available on QuestCDN only.

M, PUBLIC WOLKS DIAZCTON

CRAIG ERDMAN, P.E.

COUNTY ENGINEER

# **CONTRACT**

**CONTRACT** 

PUBLIC WORKS PAYMENT BOND

PUBLIC WORKS PERFORMANCE BOND

#### CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO	O THISday of	, 2021,
between the COUNTY OF FRANKLIN, actin	g through the BOARD	OF COUNTY
COMMISSIONERS, under and by virtue of	f Title 47 RCW as a	amended, and
	hereinafter	r called the
Contractor.	<del></del>	

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:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for <a href="CRP 625">CRP 625</a> / Safety – Guardrail/Curve Improvements At Blanton Road, R-170, and Columbia River Road, 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:	
Clerk of the Board	-
Deputy Prosecuting Attorney, Franklin Co	- ounty

## **PUBLIC WORKS PAYMENT BOND**

to Franklin County, WA

Bond	d No	
Franklin County, Washington, (County) has award contract for the construction of the project dimprovements at Blanton Road, R-170, and (Contract), and said Principal is required under accord with Title 39.08 Revised Code of Washing	esignated as CRP 625 / Safety Columbia River Road, in Franklin the terms of that Contract to furnis	<ul> <li>Guardrail/Curve</li> <li>County, Washington</li> <li>h a payment bond in</li> </ul>
The Principal, and	and licensed to do business in the Companies Acceptable in Federal of Accounts, U.S. Treasury Dept., ar	Bonds" as published
(\$) To	otal Contract Amount, subject to the	provisions herein.
This statutory payment bond shall become null a administrators, successors, or assigns shall pay and 39.12 including all workers, laborers, mec persons who shall supply such contractor or subc of such work, and all taxes incurred on said Contractor the Principal under Title 82 RCW; and if such paremain in full force and effect.	all persons in accordance with RCV hanics, subcontractors, and mater contractor with provisions and supplicate under Title 50 and 51 RCW and	V Titles 60.28, 39.08, ial suppliers, and all es for the carrying on all taxes imposed on
The Surety for value received agrees that no char of the Contract, the specifications accompanying Contract shall in any way affect its obligation on the any change, extension of time, alteration or addit The Surety agrees that modifications and changes the total amount to be paid the Principal shall authored and notice to Surety is not required for such	the Contract, or to the work to be nis bond, except as provided herein, tion to the terms of the Contract or to the terms and conditions of the Contract or sto the terms and conditions of the Contract or	performed under the , and waives notice of the work performed. Contract that increase
This bond may be executed in two (2) original authorized officers. This bond will only be acceptower of attorney for the officer executing on beh	oted if it is accompanied by a fully e	
PRINCIPAL	SURETY	
Principal Signature Date	Surety Signature	Date
Printed Name	Printed Name	
Title	Title	
Name, address, and telephone of local office/agent of S	Surety Company is:	

## **PUBLIC WORKS PERFORMANCE BOND**

to Franklin County, WA

Bono	d No
Improvements at Blanton Road, R-170, and Co	ded to, (Principal), a lesignated as CRP 625 / Safety – Guardrail/Curve blumbia River Road Improvements, in Franklin County, uired to furnish a bond for performance of all obligations
as surety and named in the current list of "Surety	(Surety), a corporation organized under and licensed to do business in the State of Washington / Companies Acceptable in Federal Bonds" as published of Accounts, U.S. Treasury Dept., are jointly and severally [City or County], in the sum of US
Dollars (\$herein.	
administrators, successors, or assigns shall we under the Contract and fulfill all the terms and con changes to said Contract that may hereafter be m	all and void, if and when the Principal, its heirs, executors, ell and faithfully perform all of the Principal's obligations additions of all duly authorized modifications, additions, and hade, at the time and in the manner therein specified; and Ifilled, this bond shall remain in full force and effect.
of the Contract, the specifications accompanying Contract shall in any way affect its obligation on time, alteration or addition to the terms of the C modifications and changes to the terms and cond	inge, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed under the this bond, and waives notice of any change, extension of Contract or the work performed. The Surety agrees that litions of the Contract that increase the total amount to be obligation of the Surety on this bond and notice to Surety
	counterparts, and shall be signed by the parties' duly oted if it is accompanied by a fully executed and original alf of the surety.
PRINCIPAL	SURETY
Principal Signature Date	Surety Signature Date
Printed Name	Printed Name
Title	Title
Name, address, and telephone of local office/age	nt of Surety Company is:

# **SPECIAL PROVISIONS**

FRANKLIN COUNTY SPECIAL PROVISION
REQUIRED FEDERAL-AID CONTRACT PROVISIONS

#### BLANTON ROAD, R-170, AND COLUMBIA RIVER ROAD 3 FED AID NO. HISP-000S(551) 4 SPECIAL PROVISIONS 5 6 INTRODUCTION TO THE SPECIAL PROVISIONS 7 8 9 (December 10, 2020 APWA GSP) 10 The work on this project shall be accomplished in accordance with the Standard Specifications 11 for Road, Bridge and Municipal Construction, 2021 edition, as issued by the Washington State 12 Department of Transportation (WSDOT) and the American Public Works Association (APWA), 13 Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, 14 as modified or supplemented by these Special Provisions, all of which are made a part of the 15 16 Contract Documents, shall govern all of the Work. 17 These Special Provisions are made up of both General Special Provisions (GSPs) from various 18 sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each 19 Provision either supplements, modifies, or replaces the comparable Standard Specification, or is 20 a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of 21 the Standard Specifications is meant to pertain only to that particular portion of the section, and 22 in no way should it be interpreted that the balance of the section does not apply. 23 24 The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the 25 headers of each GSP, with the effective date of the GSP and its source. For example: 26 27

FRANKLIN COUNTY

CRP 625 - SAFETY-GUARDRAIL/CURVE IMPROVEMENTS AT

1

2

28

29 30

31 32

33 34

35

36 37

38 39 Also incorporated into the Contract Documents by reference are:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(FC GSP)

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

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

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

49

50

Final Acceptance Date

 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.

#### 1-02 BID PROCEDURES AND CONDITIONS

#### 1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

#### 1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

#### 1-02.2 Plans and Specifications

Delete this section and replace it with the following: (June 27, 2011 APWA GSP)

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

#### 1-02.5 Proposal Forms

Delete this section and replace it with the following: (July 31, 2017 APWA GSP)

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's 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.

12

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

#### 1-02.6 **Preparation of Proposal**

Supplement this section with the following: (December 10, 2020 APWA GSP, Option A)

23

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

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

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

39

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

44

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

48 49 50

47

Supplement the second paragraph with the following: (December 10, 2020 APWA GSP, Option B)

51 52

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

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

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

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

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

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

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

Supplement this section with the following: (April 2, 2018 WSDOT GSP)

#### Alternative Bids

The bidding proposal on this project permits the bidder to submit a bid on one or more alternatives for the construction \*\*\*guardrail or slope flattening improvements on Blanton Road\*\*\*.

#### **Bid Proposal**

The bid proposal is composed of the following parts: Base Bid and Alternatives \*\*\* C-1 and C-2\*\*\*.

The <u>base bid</u> includes all items that do not change as to quantity, dimension, or type of construction, regardless of which alternative is bid.

The <u>Alternative</u> portions of the bid proposal contain all items which change as to quantity, dimension, or construction method, depending on which alternative is bid.

#### **Alternative C-1**

Alternative C-1 is based on construction \*\*\* Blanton Road improvement with guardrail \*\*\*.

The bid items for Alternative C-1 are as listed in the bid proposal. 1 2 **Alternative C-2** 3 Alternative C-2 is based on construction \*\*\* Blanton Road improvement with 4 slope flattening \*\*\*. 5 6 The bid items for Alternative C-2 are as listed in the bid proposal. 7 8 **Bidding Procedures** 9 The bidder shall submit a price on each and every item of work included in the 10 base bid. The bidder shall also submit prices on each and every item under the 11 alternative on which the bidder chooses to bid, or, if the bidder chooses to bid on 12 more than one alternative, the bidder shall submit prices for each and every item 13 under each alternative chosen. If the bidder chooses to bid on more than one 14 alternative, the bidder shall submit their sealed bid in a sealed envelope using 15 the Proposal Form Provided. 16 17 The successful bidder will be determined by the lowest total of an alternative plus 18 the base bid. Award will be based on the lowest total subject to the requirements 19 20 of Section 1-03. 21 1-02.7 22 **Bid Deposit** 23 Supplement this section with the following: 24 (March 8, 2013 APWA GSP) 25 26 Bid bonds shall contain the following: 27 1. Contracting Agency-assigned number for the project; 28 2. Name of the project; 29 3. The Contracting Agency named as obligee; 30 The amount of the bid bond stated either as a dollar figure or as a 31 percentage which represents five percent of the maximum bid amount that 32 could be awarded: 33 34 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 35 signature on the bond, and the title of the person must accompany the said 36 signature; 37 The signature of the surety's officer empowered to sign the bond and the 38 power of attorney. 39 40 If so stated in the Contract Provisions, bidder must use the bond form included in the 41 Contract Provisions. 42 43

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

## 1-02.9 Delivery of Proposal

Delete this section and replace it with the following: (June 17, 2021 APWA GSP Option B)

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

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

**DBE Utilization Certification** 

17

DBE Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification (WSDOT 272-056);

19

Good Faith Effort (GFE) Documentation

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DBE Bid Item Breakdown (WSDOT 272-054) DBE Trucking Credit Form (WSDOT 272-058)

#### **DBE Utilization Certification**

25 26 The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

#### DBE Written Confirmation and/or GFE Documentation

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

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## DBE Bid Item Breakdown and DBE Trucking Credit Form

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

1 2		Bid Item Breakdown or DBE Trucking Credit Forms that are still incorrect after the correction period will be determined to be non-responsive.
3 4 5 6		Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, shall be submitted as follows:
7 8		<ol> <li>In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or</li> </ol>
9		2. By facsimile to the following FAX number: 509-545-2133, or
10		3. By e-mail to the following e-mail address: KNeuman@co.franklin.wa.us
11		
12 13 14 15 16 17		Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.
19 20 21 22 23 24 25 26		If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.
27 28 29	1-02.10	Withdrawing, Revising, or Supplementing Proposal
30 31		Delete this section, and replace it with the following: (July 23, 2015 APWA GSP)
32 33 34 35		After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:
36 37 38		<ol> <li>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</li> </ol>
39 40		<ol><li>The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and</li></ol>
41 42		<ol> <li>The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.</li> </ol>
43 44 45 46 47 48 49		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.

	rec	orded b	ed or supplemented Bid Proposals or late withdrawal requests will be date by the Contracting Agency and returned unopened. Mailed, emailed, or lests to withdraw, revise, or supplement a Bid Proposal are not acceptable.		
1-02.13	Irregular Proposals				
	(0	Delete this section and replace it with the following: (October 1, 2020 APWA GSP)  1. A Proposal will be considered irregular and will be rejected if:			
		a.	The Bidder is not prequalified when so required;		
			The authorized Proposal form furnished by the Contracting Agency is no used or is altered;		
		C.	The completed Proposal form contains any unauthorized additions deletions, alternate Bids, or conditions;		
		d.	The Bidder adds provisions reserving the right to reject or accept the award or enter into the Contract;		
		e.	A price per unit cannot be determined from the Bid Proposal;		
		f.	The Proposal form is not properly executed;		
		g.	The Bidder fails to submit or properly complete a Subcontractor list, in applicable, as required in Section 1-02.6;		
		h.	The Bidder fails to submit or properly complete an Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;		
		i.	The Bidder fails to submit written confirmation from each DBE firm listed or 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;		
		j	The Bidder fails to submit DBE Good Faith Effort documentation, in applicable, as 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;		
		k.	The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;		
		l.	The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in 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 mee 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 Pro	posal may be considered irregular and may be rejected if:		
	1-02.13	1-02.13 Irre	recorded by faxed required faxed required by faxed required by faxed required faxed fax		

1		a.	The Proposal does not include a unit price for every Bid item;
2 3 4		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;
5		C.	Receipt of Addenda is not acknowledged;
6 7 8		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
9		e.	If Proposal form entries are not made in ink.
10 11 12	1-02.14	Disqualif	cation of Bidders
13 14 15			s section and replace it with the following: 18 APWA GSP, Option A)
16 17 18			will be deemed not responsible if the Bidder does not meet the mandatory ponsibility criteria in RCW 39.04.350(1), as amended.
19 20 21 22 23		responsib Contractir Bidder and	racting Agency will verify that the Bidder meets the mandatory bidder ility criteria in RCW 39.04.350(1). To assess bidder responsibility, the gase Agency reserves the right to request documentation as needed from the district third parties concerning the Bidder's compliance with the mandatory bidder ility criteria.
24 25 26 27 28 29 30 31 32 33 34 35 36		responsib the Contr determina determina by presen Contractir issuing its responsib until at lea	tracting Agency determines the Bidder does not meet the mandatory bidder ility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, acting Agency shall notify the Bidder in writing, with the reasons for its tion. If the Bidder disagrees with this determination, it may appeal the tion within two (2) business days of the Contracting Agency's determination ting its appeal and any additional information to the Contracting Agency. The 19 Agency will consider the appeal and any additional information before 19 final determination. If the final determination affirms that the Bidder is not 19 le, the Contracting Agency will not execute a contract with any other Bidder 19 two business days after the Bidder determined to be not responsible has 19 he Contracting Agency's final determination.
37 38	1-02.15		d Information
39 40 41			s section to read: 2013 APWA GSP)
42 43 44			varding any contract, the Contracting Agency may require one or more of as or actions of the apparent lowest responsible bidder:
45 46		1.	A complete statement of the origin, composition, and manufacture of any or all materials to be used,
47		2.	Samples of these materials for quality and fitness tests,
48 49		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,

1		4. A breakdown of costs assigned to any bid item,
2		<ol><li>Attendance at a conference with the Engineer or representatives of the Engineer,</li></ol>
4 5		<ol> <li>Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.</li> </ol>
6 7		<ol><li>Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.</li></ol>
8 9	1-03	AWARD AND EXECUTION OF CONTRACT
10 11 12	1-03.3	Execution of Contract
13 14 15		Revise this section to read: (October 1, 2005 APWA GSP)
16 17 18 19		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.
20 21 22 23 24 25 26		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.
27 28 29 30 31 32		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.
33 34 35 36 37 38		If the bidder experiences circumstances beyond their control that prevents return of the contract documents within <b>10</b> calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of <b>5</b> additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.
39 40 41	1-03.4	Contract Bond
42 43 44		Delete the first paragraph and replace it with the following: (July 23, 2015 APWA GSP)
44 45 46 47 48 49 50		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:

2		2.	Be signed by an approved surety (or sureties) that:		
3			a.	Is registered with the Washington State Insurance Commissioner, and	
4 5			b.	Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,	
6 7 8 9		3.	and obli	arantee that the Contractor will perform and comply with all obligations, duties, if conditions under the Contract, including but not limited to the duty and igation to indemnify, defend, and protect the Contracting Agency against all ses and claims related directly or indirectly from any failure:	
10 11 12			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	
13 14 15 16			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;	
17 18		4.		conditioned upon the payment of taxes, increases, and penalties incurred on project under titles 50, 51, and 82 RCW; and	
19 20		5.		accompanied by a power of attorney for the Surety's officer empowered to sign bond; and	
21 22 23 24 25 26		6.	(so sign the cor	signed by an officer of the Contractor empowered to sign official statements le proprietor or partner). If the Contractor is a corporation, the bond(s) must be ned by the president or vice president, unless accompanied by written proof of authority of the individual signing the bond(s) to bind the corporation (i.e., porate resolution, power of attorney, or a letter to such effect signed by the sident or vice president).	
27 28	1-03.7	Jud	dicia	I Review	
29 30 31 32				chis section to read: er 30, 2018 APWA GSP)	
33 34 35 36 37 38		the per Sup pro	Con mitte perio video	cision made by the Contracting Agency regarding the Award and execution of tract or Bid rejection shall be conclusive subject to the scope of judicial reviewed under Washington Law. Such review, if any, shall be timely filed in the r Court of the county where the Contracting Agency headquarters is located, that where an action is asserted against a county, RCW 36.01.050 shall be yenue and jurisdiction.	
40 41	1-04	SC	OPE	OF WORK	
42 43 44	1-04.2			nation of Contract Documents, Plans, Special Provisions, cations, and Addenda	
45 46 47				the second paragraph to read: per 10, 2020 APWA GSP)	

Be on Contracting Agency-furnished form(s);

1.

1 2 3		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):	
4		1. Addenda,	
5		2. Proposal Form,	
6		3. Special Provisions,	
7		4. Contract Plans,	
8		<ol> <li>Standard Specifications,</li> </ol>	
9		6. Contracting Agency's Standard Plans or Details (if any), and	
10		7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.	
11 12 13	1-05	CONTROL OF WORK	
14 15	1-05.4	Conformity With and Deviations from Plans and Stakes	
16 17 18		Supplement this section with the following: (July 23, 2015 APWA GSP, Option 1)	
19 20 21		The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work.	
22 23		These shall generally consist of one set of:	
24		Slope stakes for establishing grading;	
25		2. Curb grade stakes;	
26		3. Centerline finish grade stakes for pavement sections wider than 25 feet; and	
27 28		4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.	
29 30 31		On Alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.	
32 33	1-05.7	Removal of Defective and Unauthorized Work	
34 35 36		Supplement this section with the following: (October 1, 2005 APWA GSP)	
37 38		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	
39 40 41		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.	
42			
43 44		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	
44 45		unauthorized work corrected immediately, have the rejected work removed and	
46		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

Delete this section and replace it with the following: (October 1, 2005 APWA GSP)

#### 1-05.11 Final Inspections and Operational Testing

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

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

1 2		related to the system being tested, unless specifically set forth otherwise in the proposal.
3 4 5		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.
6 7 8	1-05.13	Superintendents, Labor and Equipment of Contractor
9 10 11		Delete the sixth and seventh paragraphs of this section. (August 14, 2013 APWA GSP)
12 13	1-05.14	Cooperation With Other Contractors
14 15 16		Section 1-05.14 is supplemented with the following: (March 13, 1995 WSDOT GSP)
17 18		Other Contracts Or Other Work
19 20 21		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:
22 23 24		*** Utility Contractor for Lumen (CenturyLink)***
25	1-05.15	Method of Serving Notices
26 27 28		Revise the second paragraph to read: (March 25, 2009 APWA GSP)
29 30 31 32		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</u>
33 34 35 36		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.
37 38 39	<b>1-05.16</b> (October 1, 2	Water and Power 2005 APWA GSP)
40 41 42 43		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.
44 45	1-06	CONTROL OF MATERIALS
46 47 48		Section 1-06 is supplemented with the following: (August 6, 2012 WSDOT GSP)

## **Buy America**

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.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
- 2. Rolling, heat treating, and any other similar processing.

- 3. Fabrication of the products.
  - Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

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.

## 1-06.6 Recycled Materials

Delete this section, including its subsections, and replace it with the following: (January 4, 2016 APWA GSP)

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.

#### 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

#### 1-07.1 Laws to be Observed

(September 3, 2019 WSDOT GSP)

## Lead Health Protection Program

Structural and non-structural materials located at the project site \*\*\* **Blanton Road** \*\*\* contain lead-based products. The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-155-176). The Contractors Lead Health Protection Program shall be submitted to the Contracting Agency as a Type 2 Working Drawing prior to the Contractor beginning work involving exposure to lead contamination. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers.

## Construction Requirements

Payment

The Contractor shall be responsible for the containment measures required to provide and maintain a safe and healthful jobsite for the duration of the project in accordance with all applicable laws and this Special Provision.

All costs to comply with this Special Provision for the Lead Health Protection laws and regulations are the responsibility of the Contractor and shall be included in related items of work.

Supplement this section with the following: (OCTOBER 1, 2005 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 and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

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).

## 1-07.2 State Taxes

(June 27, 2011 APWA GSP)

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

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.

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.

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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 proper State fund.

## 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.

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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,

1 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. 2 3 1-07.2(3) Services 4 5 The Contractor shall not collect retail sales tax from the Contracting Agency on any 6 contract wholly for professional or other services (as defined in Washington State 7 Department of Revenue Rules 138 and 244). 8 9 1-07.4 Sanitation 10 11 12 Health Hazards Section 1-07.4(2) is revised to read: 13 (May 13, 2020 WSDOT GSP) 14 15 **COVID-19 Health and Safety Plan (CHSP)** 16 The Contractor shall prepare a project specific COVID-19 health and safety plan 17 (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing 18 prior to beginning physical Work. The CHSP shall be based on the most current State 19 and Federal requirements. If the State or Federal requirements are revised, the CHSP 20 shall be updated as necessary to conform to the current requirements. 21 22 23 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 24 conditions change on the project, or a particular activity, the Contractor shall update 25 and resubmit the CHSP. Work on any activity shall cease if conditions prevent full 26 compliance with the CHSP. 27 28 29 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, 30 subcontractors, suppliers and anyone on the project site, staging areas, or yards. 31 32 **COVID-19 Health and Safety Plan (CHSP) Inspection** 33 The Contractor shall grant full and unrestricted access to the Engineer for CHSP 34 Inspections. The Engineer (or designee) will conduct periodic compliance inspections 35 on the project site, staging areas, or yards to verify that any ongoing work activity is 36 following the CHSP plan. If the Engineer becomes aware of a noncompliance incident 37 either through a site inspection or other means, the Contractor will be notified 38 immediately (within 1 hour). The Contractor shall immediately remedy the 39 noncompliance incident or suspend all or part of the associated work activity. The 40 Contractor shall satisfy the Engineer that the noncompliance incident has been 41 corrected before the suspension will end. 42 43 1-07.9 Wages 44 45 46 1-07.9(1) General 47 Section 1-07.9 is supplemented with the following: 48

(January 13, 2021 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. WA20210001.

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: (January 3, 2020 APWA GSP)

#### General

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

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 under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

#### **Certified Payrolls**

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

## **Penalties for Noncompliance**

48 49 The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

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

1		Seattle, WA:	
2		SMSA Counties:	
3		Seattle Everett, WA	7.2
4		WA King; WA Snohomish.	
5		Tacoma, WA	6.2
6		WA Pierce.	
7		Non-SMSA Counties	6.1
8		WA Clallam; WA Grays Harbor; WA Island; \	WA Jefferson; WA Kitsap;
9		WA Lewis; WA Mason; WA Pacific; WA San	Juan; WA Skagit; WA
10		Thurston; WA Whatcom.	_
11			
12		Portland, OR:	
13		SMSA Counties:	
14		Portland, OR-WA	4.5
15		WA Clark.	
16		Non-SMSA Counties	3.8
17		WA Cowlitz; WA Klickitat; WA Skamania;	; WA Wahkiakum.
18			
19		These goals are applicable to each nonexempt	Contractor's total on-site
20		construction workforce, regardless of whether or no	t part of that workforce is
21		performing work on a Federal, or federally assis	sted project, contract, or
22		subcontract until further notice. Compliance with the	se goals and timetables is
23		enforced by the Office of Federal Contract compliance	e Programs.
24			
25		The Contractor's compliance with the Executive Orde	r and the regulations in 41
26		CFR Part 60-4 shall be based on its implementation	of the Equal Opportunity
27		Clause, specific affirmative action obligations require	d by the specifications set
28		forth in 41 CFR 60-4.3(a), and its efforts to meet the go	oals. The hours of minority
29		and female employment and training must be substa	antially uniform throughout
30		the length of the contract, in each construction craft a	and in each trade, and the
31		Contractor shall make a good faith effort to employ min	norities and women evenly
32		on each of its projects. The transfer of minority or fem	
33		from Contractor to Contractor or from project to project	
34		meeting the Contractor's goal shall be a violation of t	
35		Order and the regulations in 41 CFR Part 60-4. Com	npliance with the goals will
36		be measured against the total work hours performed.	
37			
38	3.	The Contractor shall provide written notification to the	
39		Compliance Programs (OFCCP) within 10 working	
40		construction subcontract in excess of \$10,000 or more	•
41		at any tier for construction work under the contract resu	•
42		The notification shall list the name, address and t	•
43		Subcontractor; employer identification number of the	
44		dollar amount of the subcontract; estimated starting ar	
45		subcontract; and the geographical area in which the co	ontract is to be performed.
46		The notification shall be sent to:	
47		II O Development CO I	
48		U.S. Department of Labor	D : : : : :
49		Office of Federal Contract Compliance Programs	Pacific Region
50		Attn: Regional Director	
51		San Francisco Federal Building	
52		90 – 7 <sup>th</sup> Street, Suite 18-300	

## San Francisco, CA 94103(415) 625-7800 Phone (415) 625-7799 Fax

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

# <u>Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)</u>

- 1. As used in these specifications:
  - a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
  - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - d. Minority includes:
    - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
    - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
    - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
    - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- 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.
- 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.
  - 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 onsite 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.
- I. 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 activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, 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. 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 required to maintain separate records.

- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

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

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

## 1-07.11 Requirements for Nondiscrimination

Supplement this section with the following: (October 1, 2020 APWA GSP, Option B)

## **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. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract.

#### **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 currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: https://omwbe.diversitycompliance.com.

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

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

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

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

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

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

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

**DBE Commitment** – The scope of work and dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This

DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed. Any changes to the DBE Commitment require the Engineer's prior written approval.

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

#### **DBE COA Goal**

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: \*\*\* 4.0% \*\*\*

## **Crediting DBE Participation**

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

DBE participation is only credited upon payment to the DBE.

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

#### **DBE Prime Contractor**

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

#### **DBE Subcontractor**

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

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

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

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

 If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.

- 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.
- Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

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

There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE.

#### **DBE Service Provider**

The value of fees or commissions charged by a DBE firm behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

#### **Force Account Work**

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

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

## **Temporary Traffic Control**

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

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

## Trucking

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

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

 The DBE may lease additional trucks from another DBE firm. The DBE who leases additional trucks from another DBE firm receives credit for the value of the transportation services the lessee DBE provides on the Contract.

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project.

The DBE may lease trucks from a truck leasing company (recognized truck rental center), but can only receive credit towards DBE participation if the DBE uses its own employees as drivers.

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

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE manufacturer may count towards the DBE COA Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited towards the DBE Goal. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

DBE firms proposed to be used as a Regular Dealer must be approved before being listed as a COA/used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form a minimum of five calendar days prior to bid opening.

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 the job site, may count towards the DBE COA Goal 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 the DBE COA Goal.

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.

## **Disadvantaged Business Enterprise Utilization**

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

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

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

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

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

## Disadvantaged Business Enterprise Written Confirmation Document(s)

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

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

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

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

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

#### Selection of Successful Bidder/Good Faith Efforts (GFE)

41 42 responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal. The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the DBEs listed on the DBE Utilization Certification.

The successful Bidder shall be selected on the basis of having submitted the lowest

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

#### By meeting the DBE COA Goal

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

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

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

Note:

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

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

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

## **Good Faith Effort (GFE) Documentation**

GFE is evaluated when:

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

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

- Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the Work to be performed by DBEs in order to increase
  the likelihood that the DBE COA Goal will be achieved. This includes, where
  appropriate, breaking out contract Work items into economically feasible units
  to facilitate DBE participation, even when the Bidder might otherwise prefer to
  perform these Work items with its own forces.

- 3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
  - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.
  - b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.
- 5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
- 6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- 8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations 26.53(b)(2)(vi) & App. A)

#### Administrative Reconsideration of GFE Documentation

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

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.

The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

#### **DBE Bid Item Breakdown**

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

#### **DBE Trucking Credit Form**

Note:

Note:

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

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

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#### **Procedures between Award and Execution**

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

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

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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.

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#### **Procedures after Execution**

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

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

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

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

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

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

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

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary

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

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

#### **Joint Checking**

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

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

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

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

## **Prompt Payment**

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

## **Subcontracts**

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

\*\*\* SCRegionOEO@wsdot.wa.gov \*\*\*

The prime contractor shall notify the Engineer in writing within five calendar days of subcontract submittal.

## Reporting

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

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

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

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

### **Owner Initiated Changes**

In instances where the Engineer makes changes that result in changes to Work that was committed to a COA DBE the Contractor may be directed to substitute for the Work.

## **Contractor Initiated Changes**

The Contractor cannot change the scope or reduce the amount of work committed to a COA DBE without good cause. Reducing DBE Commitment is viewed as partial DBE termination, and therefore subject to the termination procedures below.

## **Original Quantity Underruns**

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

#### **Contractor Proposed DBE Substitutions**

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

#### **DBE Termination**

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

Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE Work and the reasons for doing so. The DBE shall have five (5) days

to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

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

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

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

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

#### Good cause does not exist if:

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the

Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

#### Decertification

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

# **Consequences of Non-Compliance**

#### **Breach of Contract**

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

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

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

#### **Notice**

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

#### **Sanctions**

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

#### **Payment**

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

# 1-07.12 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 area 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

Section 1-07.17 is supplemented with the following: (April 2, 2007 WSDOT GSP)

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

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

# \*\*\* Relocation work of buried telephone and pedestals shall be performed by Lumen's contractor during the construction of the project. \*\*\*

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

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

#### **Contracting Agency**

Franklin County Public Works Kathleen Neuman 3416 Stearman Ave. Pasco, WA 99301 (509) 545-3514 kneuman@co.franklin.wa.us Power Company Franklin County PUD Norm Rummel PO Box 2407 Pasco, WA 99301 (509) 546-5965

nrummel@franklinPUD.com

# **Telephone Company**

Lumen (CenturyLink) Mike Brown 409 South Fifth Street Sunnyside, WA 98944 (509) 839-6651 Mike.brown@lumen.com

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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

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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.

- 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 selfinsured pool coverage. Any insurance, self-insurance, or self-insured 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

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:

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

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

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

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

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

self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

# 1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

# 1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

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

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

# 1-07.23 Public Convenience and Safety

#### 1-07.23(1) Construction Under Traffic

This section is supplemented with the following: (February 3, 2020 WSDOT GSP)

# **Work Zone Clear Zone**

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.

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

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	Distance From
Posted Speed	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

Delete this section and replace it with the following: (July 23, 2015 APWA GSP)

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.

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

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

# 1-08 PROSECUTION AND PROGRESS

Add the following new section: (May 25, 2006 APWA GSP)

# 1-08.0 Preliminary Matters

 Add the following new section: (October 10, 2008 APWA GSP)

# 1-08.0(1) Preconstruction Conference

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;

1 2	<ol> <li>To establish a working understanding among the various parties associate or affected by the work;</li> </ol>
3 4	<ol> <li>To establish and review procedures for progress payment, notification approvals, submittals, etc.;</li> </ol>
5	4. To establish normal working hours for the work;
6	5. To review safety standards and traffic control; and
7	6. To discuss such other related items as may be pertinent to the work.
8	o. To discuss such other related items as may be pertinent to the work.
9	The Contractor shall prepare and submit at the preconstruction conference the
10	following:
11	
12	<ol> <li>A breakdown of all lump sum items;</li> </ol>
13	<ol><li>A preliminary schedule of working drawing submittals; and</li></ol>
14	<ol><li>A list of material sources for approval if applicable.</li></ol>
15	
16	Add the following new section:
17 18	(December 8, 2014 APWA GSP)
19	1-08.0(2) Hours of Work
20	
21	Except in the case of emergency or unless otherwise approved by the Engineer, the
22	normal working hours for the Contract shall be any consecutive 8-hour period between
23	7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the state of the s
24	Contractor desires different than the normal working hours stated above, the reque
25 26	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, subject to the preconstruction conference and the preconstruction conference are preconstruction.
20 27	to the preconstruction conference.
28	to the procentitudent connection.
29	All working hours and days are also subject to local permit and ordinance conditions
30	(such as noise ordinances).
31	
32	If the Contractor wishes to deviate from the established working hours, the Contract
33 34	shall submit a written request to the Engineer for consideration. This request sh state what hours are being requested, and why. Requests shall be submitted to
35	review no later than <b>5</b> working days prior to the day(s) the Contractor is requesting
36	change the hours.
37	
38	If the Contracting Agency approves such a deviation, such approval may be subject
39	certain other conditions, which will be detailed in writing. For example:
40	1. On non-Federal aid projects, requiring the Contractor to reimburse the
41	Contracting Agency for the costs in excess of straight-time costs to
42	Contracting Agency representatives who worked during such times. (T
43	Engineer may require designated representatives to be present during the
44 45	work. Representatives who may be deemed necessary by the Engine include, but are not limited to: survey crews; personnel from the Contraction
46	Agency's material testing lab; inspectors; and other Contracting Agen
47	employees or third party consultants when, in the opinion of the Engineer
48	such work necessitates their presence.)
49	2. Considering the work performed on Saturdays, Sundays, and holidays as
50	working days with regard to the contract time.
	<b>3</b> , <b>3</b>

- 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.
- 5. 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 subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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:

- Reguest to Sublet Work (WSDOT Form 421-012), and
- 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 2 3	1-08.4	Notice to Proceed and Prosecution of Work (August 7, 2006 WSDOT GSP)
3 4 5		The Contractor shall begin work no earlier than *** March 1st, 2022 ***.
5 6 7	1-08.5	Time for Completion
8 9		Section 1-08.5 is supplemented with the following: (March 13, 1995 WSDOT GSP)
10 11 12		This project shall be physically completed within *** 20 *** working days.
13 14		Revise the third and fourth paragraphs to read: (November 30, 2018 APWA GSP, Option A)
15 16		Contract time shall begin on the first working day following the Notice to Proceed Date
17 18 19 20 21 22 23		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
24 25 26 27		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
28 29		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
30 31 32 33		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.
34 35		Revise the sixth paragraph to read:
36 37 38 39 40		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 car be established:
41		1. The physical work on the project must be complete; and
42 43 44 45		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:
46		a. Certified Payrolls (per Section 1-07.9(5)).
47		b. Material Acceptance Certification Documents
48 49		<ul> <li>Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.</li> </ul>

d. Final Contract Voucher Certification

e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the 1 Contractor and all Subcontractors 2 f. A copy of the Notice of Termination sent to the Washington State 3 Department of Ecology (Ecology); the elapse of 30 calendar days 4 from the date of receipt of the Notice of Termination by Ecology; and 5 no rejection of the Notice of Termination by Ecology. This 6 requirement will not apply if the Construction Stormwater General 7 Permit is transferred back to the Contracting Agency in accordance 8 with Section 8-01.3(16). 9 g. Property owner releases per Section 1-07.24 10 11 12 1-08.9 **Liquidated Damages** 13 14 Replace Section 1-08.9 with the following: 15 (March 3, 2021 APWA GSP, Option A) 16 17 Time is of the essence of the Contract. Delays inconvenience the traveling public, 18 obstruct traffic, interfere with and delay commerce, and increase risk to Highway 19 users. Delays also cost tax payers undue sums of money, adding time needed for 20 administration, engineering, inspection, and supervision. 21 22 Accordingly, the Contractor agrees: 23 24 To pay liquidated damages in the amount of \*\*\* \$1,400 \*\*\* for each working 25 day beyond the number of working days established for Physical 26 Completion, and 27 28 29 To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor. 30 31 When the Contract Work has progressed to Substantial Completion as defined in the 32 Contract, the Engineer may determine the Contract Work is Substantially Complete. 33 The Engineer will notify the Contractor in writing of the Substantial Completion Date. 34 For overruns in Contract time occurring after the date so established, liquidated 35 damages identified above will not apply. For overruns in Contract time occurring 36 after the Substantial Completion Date, liquidated damages shall be assessed on the 37 basis of direct engineering and related costs assignable to the project until the actual 38 Physical Completion Date of all the Contract Work. The Contractor shall complete 39 the remaining Work as promptly as possible. Upon request by the Project Engineer, 40 the Contractor shall furnish a written schedule for completing the physical Work on 41 the Contract. 42 43 Liquidated damages will not be assessed for any days for which an extension of time 44 is granted. No deduction or payment of liquidated damages will, in any degree, 45 release the Contractor from further obligations and liabilities to complete the entire 46 Contract. 47 48

#### 1-09 **MEASUREMENT AND PAYMENT** 1 2 1-09.2(1) General Requirements for Weighing Equipment 3 4 5 Revise item 4 of the fifth paragraph to read: (July 23, 2015 APWA GSP, Option 2) 6 7 4. Test results and scale weight records for each day's hauling operations are 8 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, 9 Scaleman's Daily Report, unless the printed ticket contains the same 10 information that is on the Scaleman's Daily Report Form. The scale operator 11 must provide AM and/or PM tare weights for each truck on the printed ticket. 12 13 1-09.6 **Force Account** 14 15 Supplement this section with the following: 16 (October 10, 2008 APWA GSP) 17 18 The Contracting Agency has estimated and included in the Proposal, dollar amounts 19 for all items to be paid per force account, only to provide a common proposal for 20 Bidders. All such dollar amounts are to become a part of Contractor's total bid. 21 However, the Contracting Agency does not warrant expressly or by implication, that 22 the actual amount of work will correspond with those estimates. Payment will be made 23 on the basis of the amount of work actually authorized by Engineer. 24 25 26 1-09.9 **Payments** 27 28 Delete the first four paragraphs and replace them with the following: 29 (March 13, 2012 APWA GSP) 30 31 The basis of payment will be the actual quantities of Work performed according to the 32 Contract and as specified for payment. 33 34 The Contractor shall submit a breakdown of the cost of lump sum bid items at the 35 Preconstruction Conference, to enable the Project Engineer to determine the Work 36 performed on a monthly basis. A breakdown is not required for lump sum items that 37 include a basis for incremental payments as part of the respective Specification. 38 Absent a lump sum breakdown, the Project Engineer will make a determination based 39 on information available. The Project Engineer's determination of the cost of work shall 40 be final. 41 42 Progress payments for completed work and material on hand will be based upon 43 44 progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference. 45 46 47 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 48 thereafter until the Completion Date. Progress estimates made during progress of the 49

work are tentative, and made only for the purpose of determining progress payments.

1 2		The profinal pa	ogress estimates are subject to change at any time prior to the calculation of the syment.
3			
4		The val	lue of the progress estimate will be the sum of the following:
5			
6 7		1.	Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
-		0	
8 9 10		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.
11 12		3.	Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
13 14 15		4.	Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.
		Drogra	
16 17		Progres	ss payments will be made in accordance with the progress estimate less:
18		1.	Retainage per Section 1-09.9(1), on non FHWA-funded projects;
19		2.	The amount of progress payments previously made; and
20		3.	Funds withheld by the Contracting Agency for disbursement in accordance
21 22		0.	with the Contract Documents.
		Drogra	as neumants for work performed shall not be evidence of acceptable
23 24		•	ss payments for work performed shall not be evidence of acceptable nance or an admission by the Contracting Agency that any work has been
25 26		satisfac	ctorily completed. The determination of payments under the contract will be accordance with Section 1-05.1.
 27			
28 29		Supple	ment this section with the following:
30 31		•	sum item breakdowns are not required when the bid price for the lump sum less than \$20,000.
32 33	1-09.9(1)	Retain	age
34 35 36			ection content and title is deleted and replaced with the following:
37		•	,
38		Vac	cant
39			
40	1-09.11(3)	Time L	imitation and Jurisdiction
41		Б.	
42			this section to read:
43 44		(INovemb	per 30, 2018 APWA GSP)
44 45			
46		For the	convenience of the parties to the Contract it is mutually agreed by the parties
47			y claims or causes of action which the Contractor has against the Contracting
48			arising from the Contract shall be brought within 180 calendar days from the
49			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.

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

Delete this Section and replace it with the following: (October 1, 2005 APWA GSP)

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

# 1-09.13(3)A Administration of Arbitration

Revise the third paragraph to read: (November 30, 2018 APWA GSP)

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

writing. The arbitrator shall use the Contract as a basis for decisions.

# 1-10 TEMPORARY TRAFFIC CONTROL

#### 1-10.2 **Traffic Control Management**

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#### 1-10.2(1) General

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

(January 3, 2017 WSDOT GSP)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

50 51

52

The Northwest Laborers-Employers Training Trust 27055 Ohio Ave.

1		Kingston, WA 98346
2		(360) 297-3035
3		
4		Evergreen Safety Council
5		12545 135 <sup>th</sup> Ave. NE
6		Seattle, WA 98034-87091-800-521-0778 or
7		
8		The American Traffic Safety Services Association
9		15 Riverside Parkway, Suite 100
10		Fredericksburg, Virginia 22406-1022
11		Training Dept. Toll Free (877) 642-4637
12		Phone (540) 368*1701
13		, ,
14	1-10.4	Measurement
15		
16	1-10.4(1)	Measurement
17		
18		Lump Sum Bid for Project (No Unit Items)
19		
20		(August 2, 2004 WSDOT GSP)
21		The proposal contains the item "Project Temporary Traffic Control", lump sum. The
22		provisions of Section 1-10.4(1) shall apply.
23		

1 2		DIVISION 2 EARTHWORK
3 4	2-01	CLEARING, GRUBBING, AND ROADSIDE CLEANUP
5 6	2-01.5	Payment
7 8 9		This section is supplemented with the following: (FC GSP)
10		Clearing and grubbing on this project shall be included in related items of work.
12 13	2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS
14 15	2-02.1	Description
16 17		This section is supplemented with the following: (March 13, 1995 WSDOT GSP)
18 19 20		This work shall consist of removing miscellaneous traffic items.
21	2-02.3	Construction Requirements
22 23 24		This section is supplemented with the following: (March 13, 1995 WSDOT GSP)
25 26 27		The following miscellaneous traffic items shall be removed and become the property of Franklin County Public Works Department and delivered to Franklin County Public Works yard located at 3416 Stearman Avenue, Pasco, Washington:
28 29		Approx. 12 - Traffic Signs and Post
30 31	2-02.5	Payment
32 33 34		This section is supplemented with the following: (September 30, 1996 WSDOT GSP)
35 36 37		"Removing Miscellaneous Traffic Item", lump sum.
38 39 40	2-03	ROADWAY EXCAVATION AND EMBANKMENT
41	2-03.3	Construction Requirements
42 43		This section is supplemented with the following:
44		(FC GSP) Grade Checker
45 46		The Contractor shall supply a grade checker on the project. The Grade Checker shall
47		insure that the Subgrade is to within +/- 0.1 foot of design elevation prior to the

1 2 notice for each survey request. 3 (FC GSP) 4 In-slopes and Back-slopes 5 6 7 8 9 10 11 12 (FC GSP) 13 **Borrow** 14 15 16 2-03.3(7)C Contractor-Provided Disposal Site 17 18 19 20 (FC GSP) 21 **Waste Site** 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 include at a minimum the following: 37 38 39 imposed by the property owner. 40 3. 41 42 43 44

Contractor requesting Blue Tops. The Contractor must provide two working days'

The Contractor shall not place any crushed surfacing until the in-slopes and backslopes 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.

Suitable borrow material shall be approved by the Engineer.

This section is supplemented with the following:

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 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

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

# 2-03.3(14)C Embankment Construction

This section is supplemented with the following:

(FC GSP)

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48 49 50

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All earth embankments shall be compacted using Method C.

#### 2-03.4 Measurement

This section 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.

#### 2-07 WATERING

#### 2-07.3 Construction Requirements

#### **Air Quality**

This section is supplemented with the following: *(FC GSP)* 

# **Dust Control**

The Contractor shall maintain proper dust control in accordance with the requirements of the governing clean air authority of Franklin County. The Contractor shall pay all associated costs for the water on the project. The Contractor shall have one person at the job site during construction hours who is responsible for dust control. In addition, one person shall be available during non-working hours and shall have equipment and manpower available to control dust. Failure to control dust in accordance with requirements shall be cause for immediate shutdown of all operations except dust control.

CRP 625 / Safety – Guardrail/Curve Improvements At Blanton Road, R-170, and Columbia River Road FED AID NO HSIP-000S(551)

	DIVIS MISCELLANEOUS		ΓΙΟΝ
8-01	EROSION CONTROL AND WATER	POLLUTION C	ONTROL
8-01.3	Construction Requirements		
8-01.3(1)	General		
	The tenth paragraph of Section 8-01.3 (January 25, 2010 WSDOT GSP)	3(1) is revised to	o read:
	Erodible Soil Eastern Washington Erodible soil not being worked wheth the following time period using an app	•	
	July 1 through September 30 October 1 through June 30	30 days 15 days	
	This section is supplemented with the (April 1, 2002 WSDOT GSP)	following:	
	Side Slope Treatment Slopes shall be compacted within 10 construction of a new portion of an en	•	ure of a new section of cut and
8-01.3(2)	Seeding, Fertilizing and Mulching		
	8-01.3(2)B Seeding and Fertilizing		
	Section 8-01.3(2)B is supplemented v (January 3, 2006 WSDOT GSP)	vith the following	g:
	Sufficient quantities of fertilizer shall nutrients:	be applied to	supply the following amounts of
	Total Nitrogen as N -	***134***	pounds per acre.
	Available Phosphoric Acid as $P_2O_5$ -	***60***	pounds per acre.
	Soluble Potash as K <sub>2</sub> O -	***60***	pounds per acre.
	*** <b>90</b> *** pounds of nitrogen applied per (IBDU), cyclo-di-urea (CDU), or a tir minimum release time of 6 months. T	ne release, pol	yurethane coated source with a
	The fertilizer formulation and applicationse.	on rate shall be	approved by the Engineer before
	(FC GSP) Non-Irrigated Seeding		

Grass seed shall be a commercially prepared mix that will grow without irrigation at the project location. The application rate shall be 20 pounds per acre of pure live seed. The seed mix blend shall be as follows:

Species and Variety of Seed in Mixture by common name and (Botanical name) Idaho Fescue	Pounds Pure Live Seed (PLS) Per Acre	Minimum % <u>Germination</u>
"Joseph/Nezpurs/Winc hester" (Festuca Idahoensis)	2.59	85
Sand Dropseed (Sporobolus crytandrus)	0.15	85
Bluebunch Wheatgrass "Duff Creek" (Pseudoroegneria spicate)	3.66	85
Thickspike Wheatgrass "Schwindemar" (Agropyron trachycaulum)	4.25	85
Sandberg Bluegrass "Duffy Creek" (Poa sandgergii)	0.62	85
Crested Wheatgrass "Douglas" (Agropyron Cristatum)	3.44	85
Sheep Fescue "Covar" (Festuca valesiaca)	0.29	85
Total Lbs PLS/Acre Bulk Rate (Applied) Lbs/Acre	15 20	

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:

10 11 12

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1 (FC GSP)
2 Wood Cellulose Fiber Mulch
3 Wood cellulose fiber mulch sha
4 2,000 pounds per acre within fo
5 may be applied with the seed
6 hydraulic equipment. The appli

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

The wood fiber mulch shall be on the current WSDOT Qualified Products List.

discharge spray nozzles, which will provide a uniform distribution of the slurry.

#### 8-01.4 Measurement

(FC GSP)

This section is supplemented with the following:

A separate measurement shall not be made for the wood cellulose fiber used as a tracer and for the tacking agent used in the application of the wood cellulose fiber mulch. Measurement for the tracer and tacking agent will be included in the contract unit price per acre for "Seeding, Fertilizing, and Mulching".

#### 8-10 FLEXIBLE GUIDE POSTS

#### 8-10.1 Description

This section is supplemented with the following:

(FC GSP)

(FC GSP)

This work shall consist of furnishing and installation of Flexible Guide Post Type WW as per Standard Plan M-40.10-03, M-40.40.00, on white guide posts and s directed by the Engineer.

#### 8-10.2 Materials

This section is supplemented with the following:

The Contractor shall furnish and install white Flexible Guide Post Type WW, Flat Type as described in Section 9-17.1(1) of the Standard Specifications. The Contractor shall field verify for Guide Post length as per the Standard and Special Plans. No price adjustment will be made for length.

#### 8-10.3 Construction Requirements

This section is supplemented with the following:

(FC GSP)

Delete the last sentence of paragraph two; "The final guide post lengths will be determined or verified by the Engineer at the request of the Contractor."

1		
2	8-10.4	Measurement
3		
4		This section is supplemented with the following:
5		
6		(FC GSP)
7		The Contractor shall verify each location for quantity and height of guidepost as
8		outlined in the Standard Plans.
9	8-11	GUARDRAIL
10 11	0-11	GUARDRAIL
12	8-11.1	Description
13	0-11.1	Description
14		This section is supplemented with the following:
15		The cocan is depremented was the following.
16		(FC GSP)
17		This work shall consist of removing, handling, and disposing of guardrail with lead
18		based paint in the following areas:
19		
20		Blanton Road
21		
22	8-11.3	Construction Requirements
23		
24	8-11.3(1)	Beam Guardrail
25		
26		8-11.3(1)A Erection of Posts
27		
28		This section is supplemented with the following:
29		
30		(FC GSP)
31		All posts shall be made of steel.
32		9 11 2/1\D Removing Guardrail and Guardrail Anghar
33		8-11.3(1)D Removing Guardrail and Guardrail Anchor
34 25		This section is supplemented with the following:
35 36		This section is supplemented with the following.
30 37		(FC GSP)
38		All cost associated with transporting and disposing of scrap metal at permitted
39		recycling facility will be paid by linear foot under the item "Removing Guardrail". The
40		Contractor shall provide the Engineer with a copy of the shipping manifest or bill of
41		lading indicating the amount of scrap metal hauled to recycle, and bearing the recycle
42		site operator's conformation for receipt of the material.
43		·
44		
45	8-21	PERMANENT SIGNING
46		
47	8-21.1	Description
48		•
49		This section is supplement with the following:
50		
51		(FC GPS)

This Work consist of furnishing, installing and field testing all materials and equipment necessary to complete in place, fully functional solar-powered flashing dynamic curve warning system consisting of chevron signs with light emitting diode (LED) lights integrated in the system, solar panels for each sigh, radar detection for each approach, communication transmitters and receivers. Dynamic curve warning system function is to warn and guide motorists through a curve once activated with radar by directing the chevrons to flash sequentially all in accordance with approved methods, the Plans, Standard Specifications and these Specification.

8-21.2 **Materials** 

# 8-21.2(1) Equipment List and Drawings

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This section is supplemented with the following

(FC GPS)

Provide a curve warning system capable of being monitored and controlled though a wireless based system. Ensure the system allows for management of device settings (such as solar and battery output and wireless signal), and schedules (flash durations). Solar-powered Flashing LED Curve Warning System with radar assembly shall include the following items or Engineer approved equivalent:

Signs/Mount	All signs shall conform to the MUTCD section 2A.07 and 2A.08 compliant.
	.080 5052 Highway Grade Aluminum
	2 – 24" x 30" W1-8L&R Chevron signs per pole
	Type IX Reflective Sheeting or equivalent
	Stainless steel security fasteners and Tufnut mounting hardware
LED Lighting	
	Integrated LED lights – Amber (590nM)
	All LEDs shall be wired in strings to activate simultaneously per MUTCD standards and wired in a manner (parallel) that all LEDs continue to flash in the event of failure of an individual LED
	Output minimum 750,000 mcd (millicandelas) at daytime peak ensuring sign is daylight visible with dimming capabilities
	All LEDs shall be compliant to MUTCD Section 2A.07 and match color acceptable to each type of signal per this specification
	All wires used shall conform to industries specifications
	Single cable connects LEDs to power source
	Wiring shall be encapsulated inside an aluminum extrusion secured to the sign assembly, to provide weather resistance and protection
	100,000 hour rated LED life (10 years)

Solar Panel	
	System will be provided with solar panels by the manufacturer. Provided solar panels sized to allow system to work as needed 24/7
	Solar panels to be 6/12 volt 15/20/30 watt Polycrystalline Solar Cell depending on type of sign. Panel shall be appropriately sized for sign power requirements and all climate and geographical locations
	Panel shall be mounted to an aluminum plate and bracket at an angle of 45° – 60° to provide maximum output. Bracket shall be secured to Schedule 40 aluminum tubing.
	All fasteners used shall be anti-vandal
	All wire used shall conform to industries specifications
	Tempered glass solar cell lealer/protector.
Circuitry / Control Unit	
	Ensure that each system comes with a minimum of 1 transmitter and additional receivers for each additional chevron.
	Ensure that communication between devices on a curve occurs wirelessly
	Transmitter will be included with the LED sign
	Ensure the system works with either solar power or electrical service
	The control circuit shall have the capability of independently flashing dual outputs. The flashing output current and duty cycle shall be programmable
	Controller shall provide levels of brightness control determined by ambient conditions.
	Keyed "ON/OFF" activation for tamper/vandalism protection
	Circuit enclosed in weatherproof casing.
	Operation of circuit temperature -40° C to +80° C
	Available dusk-to-dawn flash mode
	All wiring connections in accordance to standard wiring protection guidelines.
Radar and Transmitter	
	Vehicle Activated - Triggers system activation when vehicle approaches curve

	Speed Activated - Triggers system activation based of speed of vehicle Adjust speed
	Operating Temperature: -29° F to + 140° F
Battery	
	20W with 12VDC Nominal
	Battery Lifespan shall be up to 5 years
Permanent Sign Support Assembly	
	See FC-G24.40-06 and WSDOT-G-24.40-07
	Reflective 3 Sided Post Sleeve - Yellow

The Solar-powered Flashing LED Curve Warning System with radar assembly shall be purchased as a packaged unit excluding the Permanent Sign Support Assembly.

# **System Acceptance**

Systems listed in the current QPL will be accepted per the QPL approval code. Systems not listed in the QPL will be accepted based on a Manufacturer's Certificate of Compliance. The Manufacturer's Certificate of Compliance will be a contract specific letter from the supplier stating the system is MUTCD compliant.

#### 8-21.3 **Construction Requirements**

1 2 3

This section is supplemented with the following:

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(FC GSP)

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The assembly and installation of the Solar-powered Flashing LED Curve Warning System with radar shall be in accordance to the Manufacturer's instructions. Location of each sign shall be confirmed on-site with the County Engineer before being installed. The system shall conform to all provisions of the FHWA and MUTCD.

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Vehicle speed sensor activation. Mount a low power draw digital signal processing based radar on the lead LED chevron in the curve warning system. Ensure curve warning system is capable of detecting a compact vehicle within 300 ft. of the chevron. Ensure the radar activates the LED system and wirelessly signals the LED chevrons in the curve to sequentially turn on. House the radar and transmitter in a control box mounted on the Lead LED chevron. LED chevrons in the system can flash in unison or sequentially depending on how the system is configured and flashing duration is predetermined. The radar must provide real time vehicle detection (within 112 milliseconds of vehicle arrival).

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#### 8-21.4 Measurement

21 22 23

This section is supplemented with the following:

24 25 26

(FC GSP)

Solar Flashing LED Curve Warning System assembly and any options shall be measured per each for the installation of two lead solar-powered LED double sided chevrons signs with wireless controller and one solar-powered LED double sided chevron sign. Each lead LED chevron must have a wireless transmitter that shall communicate with the other two chevron signs in the curve. Each chevron sign shall have a wireless receiver. Each lead LED chevron shall have the radar vehicle detector. Cost shall include monitoring and control software.

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#### 8-21.5 **Payment**

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This section is supplemented with the following:

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(FC GSP)

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"Solar Flashing LED Curve Warning System with Radar", per each

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The unit Contract price for "Solar Flashing LED Curve Warning System with Radar" shall be full pay for all Work associated with the furnishing, installation, and all other costs involved with installing the Solar-powered Flashing LED Curve Warning System with radar in accordance with the manufacturer's recommendations and as described above and shown in the Plans, and herein specified, including excavation, backfilling, and concrete foundations.

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#### 8-22 **PAVEMENT MARKING** 1 2 8-22.3 **Construction Requirements** 3 4 5 8-22.3(1) Preliminary Spotting 6 This section is supplemented with the following: 7 (FC GSP) 8 9 **Referencing Existing Pavement Markings/Lines** 10 The Contractor shall be responsible for referencing and documenting all existing 11 pavement markings. The Contractor's referencing plans shall indicate reference posts 12 and offsets taken at consistent intervals sufficient to restore all pavement markings to 13 original configuration within two inches. The Contractor shall demonstrate to the 14 Engineer that the referencing has been accomplished prior to performing any Work 15 which will remove or cover the existing markings. 16 17 The Contractor shall also be responsible for laying out all temporary and permanent 18 pavement markings to the pre-existing locations. 19 20 8-22.5 **Payment** 21 22 This section is supplemented with the following: 23 (FC GSP) 24 25 All cost associated with the referencing existing pavement markings/lines as specified 26 27 28 29 **Appendices** (January 2, 2012) 30 31 The following appendices are attached and made a part of this contract: 32 (FC GSP) 33 Lead Handling Procedures for Blanton Guardrail 34 WAC 296-155-176 - LEAD 35

#### (January 13, 2021) 1 2

#### Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

4 5 6

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The Standard Plans are revised as follows:

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8 A-50.10 9 **DELETED** 

10

11 A-50.20 12 **DELETED** 

13 14

A-50.30 DELETED

15 16

17 A-50.40 18 **DELETED** 

19

B-90.40 20

Valve Detail - DELETED

21 22 23

C-1a DELETED

25 26 27

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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)."

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36 37 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)."

38 39 40

C-8b

**DELETED** 41

42

43 C-8e

**DELETED** 44

45

46 C-8f

**DELETED** 47

48

49 C-16a

DELETED 50

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)					

4 5

6 7

<u>C-20.11</u> DELETED

8 9

10 <u>C-20.19</u> 11 DELETED

12 13

<u>C-40.16</u> DELETED

14 15

16 <u>C-40.18</u> 17 DELETED

18 19

C-80.50 DELETED

20 21 22

<u>C-85.14</u> DELETED

232425

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C-85.15

SECTION B detail, the callout reading "ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b", is revised to read "ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS".

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SECTION B detail, the callout reading "ANCHOR PLATE (TYP.)  $\sim$  SEE STANDARD PLAN J-8b", is revised to read "ANCHOR PLATE (TYP.)  $\sim$  SEE DETAIL IN PLANS".

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32 <u>D-2.14</u> 33 DELETED

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35 <u>D-2.16</u> 36 DELETED

37 38

D-2.18

#### D-10.10

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49 50 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

# J-10.16

Key Note 14, reads: "Mounting Hole ~ See Standard Plan J-10.30 for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

# J-10.17

Key Note 16, reads: "Mounting Hole ~ See Standard Plan J-10.?? for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

# J-10.18

Key Note 12, reads: "Mounting Hole ~ See Standard Plan J-10.20 for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

#### J-20.26

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

1 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 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  $2\frac{1}{2}$ " 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  $2\frac{1}{2}$ " 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.)  $\sim 3/4$ " (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.)  $\sim 3/4$ " (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

# J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1  $\frac{1}{2}$ " DIAM., is revised to read; CHASE NIPPLE ~ 1  $\frac{1}{2}$ " (IN) DIAM.

#### J-21.16

Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE

#### J-22.15

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

#### J-28.60

Note 1 "See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details." is revised to read "See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details."

#### <u>J-40.10</u>

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" 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) S. S. FLAT WASHER"

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J-40.36

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

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J-40.37

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

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J-75.20

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

16 17 18

All references to "Type 170 Controller" are replaced with "Controller".

19 20 21

L-40.10 DELETED

B-30.10-03......2/27/18

22 23 24

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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 in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

B-65.20-01.......4/26/12 B-95.20-01......2/3/09

26 27 28

A-10.10-008/7/07 A-10.20-0010/5/07 A-10.30-0010/5/07 A-20.10-008/31/07 A-30.10-0011/8/07 A-30.30-016/16/11	A-30.35-0010/12/07 A-40.00-008/11/09 A-40.10-047/31/19 A-40.15-008/11/09 A-40.20-041/18/17 A-40.50-0212/23/14	A-60.10-0312/23/14 A-60.20-0312/23/14 A-60.30-016/28/18 A-60.40-008/31/07
B-5.20-039/9/20	B-30.50-032/27/18	B-75.20-022/27/18
B-5.40-021/26/17	B-30.60-009/9/20	B-75.50-016/10/08
B-5.60-021/26/17	B-30.70-042/27/18	B-75.60-006/8/06
B-10.20-023/2/18	B-30.80-012/27/18	B-80.20-006/8/06
B-10.40-011/26/17	B-30.90-021/26/17	B-80.40-006/1/06
B-10.70-019/9/20	B-35.20-006/8/06	B-85.10-016/10/08
B-15.20-012/7/12	B-35.40-006/8/06	B-85.20-006/1/06
B-15.40-012/7/12	B-40.20-006/1/06	B-85.30-006/1/06
B-15.60-021/26/17	B-40.40-021/26/17	B-85.40-006/8/06
B-20.20-023/16/12	B-45.20-017/11/17	B-85.50-016/10/08
B-20.40-042/27/18	B-45.40-017/21/17	B-90.10-006/8/06
B-20.60-033/15/12	B-50.20-006/1/06	B-90.20-006/8/06
B-25.20-022/27/18	B-55.20-022/27/18	B-90.30-006/8/06
B-25.60-022/27/18	B-60.20-029/9/20	B-90.40-011/26/17
B-30.05-009/9/20	B-60.40-012/27/18	B-90.50-006/8/06

1	B-30.15-00 B-30.20-04 B-30.30-03 B-30.40-03	2/27/18 2/27/18	B-65.40-00 B-70.20-00 B-70.60-01	6/1/06	B-95.40-016/28/18
	C-1	9/9/20 10/31/03 8/12/19 8/12/19 10/14/09 6/16/11 6/16/11 2/10/09 7/25/97 9/16/20 8/12/19 8/12/19 8/12/19	C-20.42-05 C-20.45.02 C-22.16-07 C-22.40-08 C-22.45-05 C-23.60-04 C.24.10-02 C-25.20-06 C-25.20-04 C-25.26-04 C-25.30-00 C-25.80-05 C-60.10-01 C-60.20-00 C-60.30-00	8/12/19/16/209/16/209/16/207/21/178/12/197/14/157/14/158/12/198/12/199/24/209/24/20	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
2	C-20.41-02	8/12/19	C-60.70-00	9/24/20	
3	D-2.04-00 D-2.06-01 D-2.08-00 D-2.32-00 D-2.34-01 D-2.36-03 D-2.60-00 D-2.62-00 D-2.64-01 D-2.66-00 D-2.68-00	1/6/09 11/10/05 11/10/05 1/6/09 6/11/14 11/10/05 11/10/05 1/6/09 11/10/05	D-2.80-0011 D-2.84-0011 D-2.88-0011 D-2.92-0011 D-3.09-005/ D-3.10-015/2 D-3.11-036/1 D-3.15-026/1 D-3.16-025/2 D-3.17-025/9 D-412/	/10/05 /10/05 /10/05 17/12 29/13 1/14 10/13 29/13	D-6
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4	E-2	5/29/98	E-4a8	127/03	
		.12/20/06 9/24/20 9/24/20	F-40.12-03	4/22/14 9/25/20 6/29/16	F-40.15-049/25/20 F-40.16-036/29/16 F-45.10-027/15/16 F-80.10-047/15/16
5	G-10.10-00 G-20.10-02 G-22.10-04 G-24.10-00 G-24.20-01 G-24.30-02 G-24.40-07 G-24.50-05	6/23/15 6/28/18 11/8/07 2/7/12 6/28/18 6/28/18	G-25.10-059 G-26.10-007 G-30.10-046 G-50.10-036 G-90.10-037 G-90.11-004 G-90.20-057 G-90.30-047	7/31/19 5/23/15 5/28/18 7/11/17 -/28/16 7/11/17	G-95.10-026/28/18 G-95.20-036/28/18 G-95.30-036/28/18

	G-24.60-056/28/18	G-90.40-024/28/16	
1	H-10.10-007/3/08	H-32.10-009/20/07	H-70.10-012/7/12
	H-10.15-007/3/08	H-60.10-017/3/08	H-70.20-012/16/12
2	H-30.10-0010/12/07	H-60.20-017/3/08	
_	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-30.60-026/12/19	I-60.20-016/10/13
3	I-30.17-016/12/19	I-40.10-009/20/07	I-80.10-027/15/16
3	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-75.10-027/10/15
	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-28.60-027/21/16	
	J-10.17-019/16/20	J-28.70-037/21/17	
	J-10.18-019/16/20	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-30.10-006/18/15	
	J-10.22-019/16/20 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-40.36-027/21/17	
	J-20.11-037/31/19	J-40.37-027/21/17	7
	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-21.16-016/10/13	J-50.10-017/31/19 J-50.11-027/31/19	
	J-21.16-016/10/13 J-21.17-016/10/13	J-50.11-028/7/19	
	J-21.20-016/10/13	J-50.13-008/22/1	
	J-22.15-027/10/15	J-50.15-017/21/1	
	J-22.16-037/10/15	J-50.16-013/22/1	
	J-26.10-037/21/16	J-50.18-008/7/19	_
	J-26.15-015/17/12	J-50.19-008/7/19	
	J-26.20-016/28/18	J-50.20-006/3/11	
	J-27.10-017/21/16	J-50.25-006/3/11	
	J-27.15-003/15/12	J-50.30-006/3/11	
	J-28.10-028/7/19	J-60.05-017/21/1	
	J-28.22-008/07/07	J-60.11-005/20/13	
	J-28.24-029/16/20	J-60.12-005/20/13	3
	J-28.26-0112/02/08		

4	J-28.30-036/11/14		
2	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	L-10.10-026/21/12		L-70.10-015/21/08
	L-20.10-037/14/15	L-40.15-016/16/11	
	L-30.10-026/11/14	L-40.20-026/21/12	
3			
	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-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-24.66-007/11/17	
4	M-9.60-002/10/09	M-40.10-036/24/14	
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## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- l 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 guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

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

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

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

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

## 10. Certification of eligibility.

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

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

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

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

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

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

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# 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.

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

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# AMENDMENT REQUIRED CONTRACT PROVISIONS

(Exclusive of Appalachian Contracts)

## FEDERAL-AID CONSTRUCTION CONTRACTS

## The Federal-Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

# **WAGE RATES**

FEDERAL PREVAILING WAGE RATES
WASHINGTON STATE PREVAILING WAGE RATES
BENEFIT CODE KEY
WASHINGTON L&I POLICY STATEMENT

"General Decision Number: WA20210001 02/26/2021

Superseded General Decision Number: WA20200001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/01/2021	
1		01/22/2021	
2		02/12/2021	
3		02/26/2021	

#### CARP0003-006 06/01/2018

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

I	Rates	Fringes
Carpenters:		
CARPENTERS\$	37.64	16.83
DIVERS TENDERS\$	43.73	16.83
DIVERS\$	87.73	16.83
DRYWALL\$	37.64	16.83
MILLWRIGHTS\$	38.17	16.83
PILEDRIVERS\$	38.71	16.83

#### DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85

Zone 3 - 1.25

Zone 4 - 1.70

Zone 5 - 2.00

Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.

ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities

ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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#### CARP0030-004 06/01/2020

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

F	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS\$	46.92	18.02
CARPENTERS ON CREOSOTE		
MATERIAL\$	47.02	18.02
CARPENTERS\$	46.92	18.02
DIVERS TENDER\$	51.89	18.02
DIVERS\$	100.78	18.02
MILLWRIGHT AND MACHINE		
ERECTORS\$	48.42	18.02
PILEDRIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING\$	47.17	18.02

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

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

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

## Zone Pay:

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

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

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

## Zone Pay:

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

CARP0059-002 06/01/2019

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

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

#### CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1 0-45 MILES FREE

ZONE 2 45-100 \$4.00/PE

ZONE 3 OVER 100 MILES \$6.00/PER HOUR \$4.00/PER HOUR

#### DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot 101-150 feet \$3.00 per foot 151-220 feet \$4.00 per foot

221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT: 0-25 feet Free 26-300 feet \$1.00 per Foot

#### SATURATION DIVING:

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

## WORK IN COMBINATION OF CLASSIFICATIONS:

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

## HAZMAT PROJECTS:

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

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

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

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

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

CARP0770-003 06/01/2020

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

F	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL\$	47.02	18.02
CARPENTERS\$	46.92	18.02
DIVERS TENDER\$	51.89	18.02
DIVERS\$	100.78	18.02
MILLWRIGHT AND MACHINE		
ERECTORS\$	48.42	18.02
PILEDRIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING\$	47.17	18.02

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

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

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

## Zone Pay:

0 -25	radius	miles	Free
26-35	radius	miles	\$1.00/hour
36-45	radius	miles	\$1.15/hour
46-55	radius	miles	\$1.35/hour
Over 5	5 radiu	ıs miles	\$1.55/hour

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

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

#### Zone Pay:

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

#### \* ELEC0046-001 02/21/2021

#### CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	66.90	3%+23.66
ELECTRICIAN	60.82	3%+23.66

<sup>\*</sup> ELEC0048-003 01/01/2021

## CLARK, KLICKITAT AND SKAMANIA COUNTIES

F	Rates	Fringes
CABLE SPLICER\$	44.22	21.50
ELECTRICIAN\$	50.35	25.48

## HOURLY ZONE PAY:

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

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

## Zone Pay:

Zone 1: 31-50 miles \$1.50/hour Zone 2: 51-70 miles \$3.50/hour Zone 3: 71-90 miles \$5.50/hour Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

#### ELEC0048-029 01/01/2021

#### COWLITZ AND WAHKIAKUM COUNTY

I	Rates	Fringes
CABLE SPLICER\$ ELECTRICIAN\$		21.50 25.48

ELEC0073-001	07/01/2020

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

	Rates	Fringes	
CABLE SPLICER	•	16.68 19.68	
ELEC0076-002 08/31/2020			

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

	Rates	Fringes	
CABLE SPLICER		23.81	
ELECTRICIAN	\$ 48.32 	23.67 	_

ELEC0112-005 06/01/2020

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

	Rates	Fringes
CABLE SPLICER		22.27 22.12

ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes	
CABLE SPLICER	\$ 44.23	17.73	
ELECTRICIAN	\$ 47.95	26.16	
ELEC0191-004 06/01/2018			

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER	•	17.63 21.34

#### ENGI0302-003 06/01/2020

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

#### Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR  Group 1A	49.13 49.83 47.70	22.47 22.47 22.47 22.47
Group 2\$  Group 3\$  Group 4\$	46.55	22.47 22.47 22.47
Zone Differential (Add to Zone 1 r Zone 2 (26-45 radius miles) - \$1.0 Zone 3 (Over 45 radius miles) - \$1	rates):	

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

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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ENGI0370-002 07/01/2019

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

# ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 28.46	17.25
GROUP 2	\$ 28.78	17.25
GROUP 3	\$ 29.39	17.25
GROUP 4	\$ 29.55	17.25
GROUP 5	\$ 29.71	17.25
GROUP 6	\$ 29.99	17.25
GROUP 7	\$ 30.26	17.25
GROUP 8	\$ 31.36	17.25

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

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

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

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

## NOTE:

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

## HAZMAT:

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

ENGTO612 001 06/01/2020

ENGI0612-001 06/01/2020

# PIERCE County

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

Zone 1 (0-25 radius miles):

1	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A\$	49.50	22.47
GROUP 1AA\$	50.22	22.47
GROUP 1AAA\$	50.94	22.47
GROUP 1\$	48.77	22.47
GROUP 2\$	48.15	22.47
GROUP 3\$	47.60	22.47
GROUP 4\$	44.55	22.47

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = \$1.00
Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.

- 2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
- 3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour. H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour. H-4 Class ""A"" Suit - Base wage rate plus \$2.00 per hour.

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### ENGI0612-012 06/01/2020

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	\$ 48.41	22.47
GROUP 1AA	\$ 49.13	22.47
GROUP 1AAA		22.47
GROUP 1	\$ 47.70	22.47
GROUP 2	\$ 47.08	22.47
GROUP 3		22.47
GROUP 4		22.47
Zone Differential (Add to Zone 1	rates):	
Zone 2 (26-45 radius miles) = \$1.	00	

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

FOOTNOTE A- Reduced rates may be paid on the following: 1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.

- 2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
- 3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

 $\mbox{H-2 Class}$  ""C""  $\mbox{Suit}$  -  $\mbox{Base}$  wage rate plus \$1.00 per hour.  $\mbox{H-3 Class}$  ""B""  $\mbox{Suit}$  -  $\mbox{Base}$  wage rate plus \$1.50 per hour.

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

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ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	41.65	14.35
GROUP 1A	43.73	14.35
GROUP 1B	45.82	14.35
GROUP 2	39.74	14.35
GROUP 3	38.59	14.35
GROUP 4	37.51	14.35
GROUP 5	36.27	14.35
GROUP 6		14.35
Zone Differential (add to Zone 1 v	ontog):	

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

## Group 1

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

# Group 1A

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

## Group 1B

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

### Group 2

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

# Group 3

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

## Group 4

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

## Group 5

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

# Group 6

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

IRON0014-005 07/01/2020

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

	Rates	Fringes	
IRONWORKER	\$ 34.59	30.10	
IRON0029-002 07/01/2020			
CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES			
	Rates	Fringes	
IRONWORKER	\$ 39.10	29.75	
IRON0086-002 07/01/2020			
YAKIMA, KITTITAS AND CHELAN COUNT	IES		
	Rates	Fringes	
IRONWORKER	\$ 34.59	30.10	
IRON0086-004 07/01/2020			
CLALLAM, GRAYS HARBOR, ISLAND, JE MASON, PIERCE, SKAGIT, SNOHOMISH,			
	Rates	Fringes	
IRONWORKER	\$ 43.95 	31.00	

LABO0238-004 06/01/2020

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1	\$ 26.69	13.65
GROUP 2	\$ 28.79	13.65
GROUP 3	\$ 29.06	13.65
GROUP 4	\$ 29.33	13.65
GROUP 5	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1	\$ 26.69	13.65
GROUP 2	\$ 28.79	13.65
GROUP 3	\$ 29.06	13.65
GROUP 4	\$ 29.33	13.65
GROUP 5	\$ 29.61	13.65

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

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office. Zone 2: 45 radius miles and over from the main post office.

# LABORERS CLASSIFICATIONS

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

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

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

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

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

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

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LABO0238-006 06/01/2019

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

	Rates	Fringes	
Hod Carrier	\$ 27.95	12.90	
LABO0242-003 06/01/2020			

KING COUNTY

	F	Rates	Fringes
LABORER			
GROUP	1\$	27.78	12.35
GROUP	2A\$	31.82	12.35
GROUP	3\$	39.81	12.35
GROUP	4\$	40.77	12.35
GROUP	5\$	41.43	12.35
Group	6\$	41.43	12.35

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

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

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

### LABORERS CLASSIFICATIONS

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

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

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

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

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

Group 6: Miner

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

	I	Rates	Fringes
LABORER			
GROUP	1\$	27.78	12.44
GROUP	2\$	31.82	12.44
GROUP	3\$	39.81	12.44
GROUP	4\$	40.77	12.44
GROUP	5\$	41.43	12.44

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

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

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

# LABORERS CLASSIFICATIONS

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

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

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

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

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

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

	F	Rates	Fringes
LABORER			
GROUP	1\$	27.78	12.44
GROUP	2\$	31.82	12.44
GROUP	3\$	39.81	12.44
GROUP	4\$	40.77	12.44
GROUP	5\$	41.43	12.44

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

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

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

# LABORERS CLASSIFICATIONS

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

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

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

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

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

### LABO0335-001 06/01/2020

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

	Rates	Fringes
Laborers:  ZONE 1:  GROUP 1.  GROUP 2.  GROUP 3.  GROUP 4.  GROUP 5.  GROUP 6.  GROUP 7.	\$ 35.65 \$ 36.20 \$ 36.66 \$ 31.93 \$ 29.01	12.44 12.44 12.44 12.44 12.44 12.44
Zone Differential (Add to Zone Zone 2 \$ 0.65 Zone 3 - 1.15 Zone 4 - 1.70	l rates):	

## BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all. ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

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

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

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

# LABORERS CLASSIFICATIONS

Zone 5 - 2.75

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

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

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

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LABO0335-019 06/01/2020

	Rates	Fringes	
Hod Carrier	\$ 34.93	12.44	

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

	F	Rates	Fringes
LABORER			
GROUP	1\$	23.68	12.44
GROUP	2\$	27.17	12.44
GROUP	3\$	29.74	12.44
GROUP	4\$	30.46	12.44
GROUP	5\$	30.99	12.44

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

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

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

# LABORERS CLASSIFICATIONS

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

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

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

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

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

PAIN0005-002 07/01/2020

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

	Rates	Fringes	
Painters:		15.00	
STRIPERS	\$ 31.90	17.23 	
PAIN0005-004 03/01/2009			

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

	Rates	Fringes
PAINTER	\$ 20.82	7.44

<sup>\*</sup> PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water	÷ 20 10	11 71
and Sandblasting		11.71 7.98
Over 30'/Swing Stage Work. Brush, Roller, Striping,	.\$ 22.20	7.98
Steam-cleaning and Spray	¢ 22 94	11.61
Lead Abatement, Asbestos	. 9 22.71	11.01
Abatement	.\$ 21.50	7.98
120000	., 22.00	
*\$.70 shall be paid over and a	bove the basic w	age rates
listed for work on swing stage	s and high work	of over 30
feet.		

PAIN0055-003 07/01/2020

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

	Rates	Fringes	
PAINTER  Brush & Roller  Spray and Sandblasting		13.40 13.40	
All high work over 60 ft. = base	e rate + \$0.75		
PAIN0055-006 03/01/2020			
CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES			
	Rates	Fringes	
Painters: HIGHWAY & PARKING LOT STRIPER	\$ 35.87	13.40	
PLAS0072-004 06/01/2020			
ADAMS, ASOTIN, BENTON, CHELAN, C FRANKLIN, GARFIELD, GRANT, KITT OREILLE, SPOKANE, STEVENS, WALLA	TAS, LINCOLN, OF	KANOGAN, PEND	

COUNTIES

CEMENT MASON/CONCRETE FINISHER ZONE 1	15.53
Zone Differential (Add to Zone 1 rate): Zone	2 - \$2.00
BASE POINTS: Spokane, Pasco, Lewiston; Wenat Zone 1: 0 - 45 radius miles from the main po Zone 2: Over 45 radius miles from the main p	st office

Rates Fringes

### PLAS0528-001 06/01/2020

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

	Rates	Fringes
CEMENT MASON  CEMENT MASON  COMPOSITION, TROWEL	.\$ 45.80	18.54
MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE TROWELING MACHINE OPERATOR	.\$ 46.30	18.54
ON COMPOSITION	.\$ 46.30	18.54

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

### ZONE 1:

Zone 5 - 3.00

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDED/HANGING SCAFFOLD	\$ 37.32	18.77
CEMENT MASONS ON		
SUSPENDED, SWINGING AND/OR		
HANGING SCAFFOLD		18.77
CEMENT MASONS	\$ 35.85	18.77
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS.	\$ 36.58	18.77
	1	
Zone Differential (Add To Zone	I Rates):	
Zone 2 - \$0.65		
Zone 3 - 1.15		
Zone 4 - 1.70		

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

ZONE 1: Projects within 30 miles of the respective city hall ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

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

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

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

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### TEAM0037-002 06/01/2020

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

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

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

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

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

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

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

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

## TRUCK DRIVERS CLASSIFICATIONS

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

- GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons
- GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons
- GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons
- GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks
- GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck
- GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

### \* TEAM0174-001 06/01/2020

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

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

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

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

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

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

# TRUCK DRIVERS CLASSIFICATIONS

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

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

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

## HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows: LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing. LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit."" LEVEL A: +\$.75 per hour - This level utilizes a fullyencapsulated suit with a self-contained breathing apparatus or a supplied air line.

# TEAM0690-004 01/01/2019

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

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties) AREA 1: GROUP 1	¢ 22 01	17.40
GROUP 2	•	17.40 17.40
GROUP 3	•	17.40
GROUP 4	•	17.40
GROUP 5		17.40
GROUP 6		17.40
GROUP 7	•	17.40
GROUP 8	•	17.40
AREA 2:		
GROUP 1	\$ 26.05	17.40
GROUP 2	\$ 28.69	17.40
GROUP 3	\$ 28.80	17.40
GROUP 4	\$ 29.13	17.40
GROUP 5	\$ 29.24	17.40
GROUP 6	\$ 29.24	17.40
GROUP 7	\$ 29.78	17.40
GROUP 8	\$ 30.10	17.40
Zone Differential (Add to Zone 1	rate: Zone 1 +	\$2.00)

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

### TRUCK DRIVERS CLASSIFICATIONS

- GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material
- GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)
- GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck
- GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)
- GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)
- GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)
- GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

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

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

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

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

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

#### NOTE:

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

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

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

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- an existing published wage determination
- a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

\_\_\_\_\_\_

END OF GENERAL DECISION"

# 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: 10/6/2021

<u>County</u>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Franklin	Asbestos Abatement Workers	Journey Level	\$44.04	<u>5D</u>	<u>1H</u>		<u>View</u>
Franklin	<u>Boilermakers</u>	Journey Level	\$70.79	<u>5N</u>	<u>1C</u>		<u>View</u>
Franklin	Brick Mason	Journey Level	\$53.34	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	Building Service Employees	Janitor	\$13.69		1		<u>View</u>
Franklin	Building Service Employees	Shampooer	\$13.69		1		<u>View</u>
Franklin	Building Service Employees	Waxer	\$13.69		<u>1</u>		<u>View</u>
Franklin	Building Service Employees	Window Cleaner	\$13.69		1		<u>View</u>
Franklin	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$13.69		1		<u>View</u>
Franklin	<u>Carpenters</u>	Acoustical Worker	\$51.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	Carpenters	Bridge, Dock & Wharf Carpenter	\$52.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	<u>Carpenters</u>	Floor Layer & Floor Finisher	\$51.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	<u>Carpenters</u>	Form Builder	\$51.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	<u>Carpenters</u>	General Carpenter	\$51.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	<u>Carpenters</u>	Heavy Construction Carpenter	\$56.71	<u>7E</u>	<u>4X</u>	<u>9E</u>	<u>View</u>
Franklin	Carpenters	Scaffold/Shoring Erecting & Dismantling	\$56.71	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	Cement Masons	Journey Level	\$46.83	<u>7B</u>	<u>1N</u>		<u>View</u>
Franklin	Divers & Tenders	Assistant Tender	\$59.01	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Dive Supervisors	\$109.30	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Diver	\$107.80	<u>7E</u>	<u>4X</u>	<u>8V</u>	<u>View</u>
Franklin	Divers & Tenders	Diver on Standby	\$62.82	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Diver Tender	\$61.82	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Diving Master	\$73.32	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Manifold Operator	\$61.82	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Manifold Operator Mixed Gas	\$65.82	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	<u>Divers &amp; Tenders</u>	Remote Operated Vehicle Operator	\$61.82	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Remote Operated Vehicle Tender/Technician	\$59.01	<u>7E</u>	<u>4X</u>		<u>View</u>
Franklin	Divers & Tenders	Surface RCV & ROV Operator	\$61.82	<u>7E</u>	<u>4X</u>		<u>View</u>

Franklin	<u>Dredge Workers</u>	Assistant Engineer	\$73.62	<u>5D</u>	<u>3F</u>		View
	Dredge Workers	Assistant Mate (Deckhand)	\$73.05	<u>5D</u>	3F		View
	Dredge Workers	Boatmen	\$73.62	<u>5D</u>	3F		View
	Dredge Workers	Engineer Welder	\$75.03	<u>5D</u>	3F		View
	Dredge Workers	Leverman, Hydraulic	\$76.53	<u>5D</u>	3F		View
	Dredge Workers	Mates	\$73.62	<u>5D</u>	3F		View
	<u>Dredge Workers</u>	Oiler	\$73.05	<u>5D</u>	3F		View
	<u>Drywall Applicator</u>	Journey Level	\$51.25	<u>7E</u>	<u>4X</u>	8N	View
	<u>Drywall Tapers</u>	Journey Level	\$46.18	<u>7E</u>	<u>1P</u>	<u> </u>	View
	Electrical Fixture Maintenance Workers	Journey Level	\$13.69		1		View
Franklin	<u>Electricians - Inside</u>	Cable Splicer	\$76.01	<u>5A</u>	<u>1E</u>		<u>View</u>
Franklin	<u>Electricians - Inside</u>	Journey Level	\$73.42	<u>5A</u>	<u>1E</u>		<u>View</u>
Franklin	<u>Electricians - Inside</u>	Welder	\$78.60	<u>5A</u>	<u>1E</u>		View
Franklin	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>		<u>View</u>
Franklin	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>		View
	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	Journey Level Lineperson	\$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>View</u>
Franklin	<u>Electricians - Powerline</u> <u>Construction</u>	Meter Installer	\$49.17	<u>5A</u>	<u>4D</u>	<u>8W</u>	<u>View</u>
Franklin	<u>Electricians - Powerline</u> <u>Construction</u>	Pole Sprayer	\$75.64	<u>5A</u>	<u>4D</u>		<u>View</u>
Franklin	<u>Electricians - Powerline</u> <u>Construction</u>	Powderperson	\$56.49	<u>5A</u>	<u>4D</u>		<u>View</u>
Franklin	Electronic Technicians	Journey Level	\$46.20	<u>51</u>	<u>1B</u>		<u>View</u>
Franklin	Elevator Constructors	Mechanic	\$100.51	<u>7D</u>	<u>4A</u>		<u>View</u>
Franklin	Elevator Constructors	Mechanic In Charge	\$108.53	<u>7D</u>	<u>4A</u>		<u>View</u>
Franklin	<u>Fabricated Precast Concrete</u> <u>Products</u>	Journey Level	\$13.69		<u>1</u>		<u>View</u>
Franklin	<u>Fabricated Precast Concrete</u> <u>Products</u>	Journey Level - In-Factory Work Only	\$13.69		<u>1</u>		<u>View</u>
Franklin	Fence Erectors	Fence Erector	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Fence Erectors	Fence Erector	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Flaggers</u>	Journey Level	\$41.94	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Glaziers	Journey Level	\$35.56	<u>7L</u>	<u>4L</u>		<u>View</u>
Franklin	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$55.24	<u>5K</u>	<u>1U</u>		<u>View</u>
Franklin	Heating Equipment Mechanics	Journey Level	\$68.81	<u>5A</u>	<u>1X</u>		<u>View</u>
Franklin	Hod Carriers & Mason Tenders	Journey Level	\$44.89	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Industrial Power Vacuum	Journey Level	\$13.69		1		<u>View</u>

	<u>Cleaner</u>						
Franklin	<u>Inland Boatmen</u>	Journey Level	\$13.69		<u>1</u>		<u>View</u>
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.69		<u>1</u>		<u>View</u>
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.69		<u>1</u>		<u>View</u>
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.69		<u>1</u>		<u>View</u>
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.69		<u>1</u>		<u>View</u>
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.69		<u>1</u>		<u>View</u>
Franklin	Insulation Applicators	Journey Level	\$51.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	<u>Ironworkers</u>	Journeyman	\$65.91	<u>7N</u>	<u>10</u>		<u>View</u>
Franklin	<u>Laborers</u>	Air And Hydraulic Track Drill	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Asphalt Raker	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Asphalt Roller, Walking	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Brick Pavers	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Brush Hog Feeder	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Brush Machine	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Caisson Worker, Free Alr	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Carpenter Tender	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Cement Finisher Tender	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Cement Handler	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Chain Saw Operator & Faller	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Clean-up Laborer	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Compaction Equipment	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Concrete Crewman	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Concrete Saw, Walking	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Concrete Signalman	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Concrete Stack	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Confined Space Attendant	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Crusher Feeder	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Demolition	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Demolition Torch	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Dope Pot Fireman, Non- mechanical	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Driller Helper (when Required To Move & Position Machine)	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Drills With Dual Masts	\$44.86	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Dry Stack Walls	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Dumpman	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Erosion Control Laborer	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Final Detail Cleanup (i.e, Dusting, Vacuuming, Window	\$41.94	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>

		Cleaning; Not Construction Debris Cleanup)					
Franklin	Laborers	Firewatch	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Form Cleaning Machine Feeder, Stacker	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Form Setter, Paving	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	General Laborer	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Grade Checker	\$46.57	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Grout Machine Header Tender	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Guard Rail	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Gunite	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$44.86	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Laborers	Hazardous Waste Worker (level B)	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Laborers	Hazardous Waste Worker (level C)	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Laborers	Hazardous Waste Worker (level D)	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	High Scaler	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Laborers	Jackhammer Operator Miner, Class "b"	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Laser Beam Operator	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Miner, Class "a"	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Miner, Class "c"	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Miner, Class "d"	\$44.86	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Mortar Mixer	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Nipper	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Laborers	Nozzleman	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Pavement Breaker, 90 Lbs. & Over	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Pavement Breaker, Under 90 Lbs.	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Pipelayer	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Pipelayer, Corrugated Metal Culvert And Multi-plate.	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Pipewrapper	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Plasterer Tenders	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Pot Tender	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Powderman	\$46.23	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Powederman Helper	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Power Buggy Operator	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Power Tool Operator, Gas, Electric, Pneumatic	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Railroad Equipment, Power	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>

		Driven, Except Dual Mobile					
Franklin	<u>Laborers</u>	Railroad Power Spiker Or Puller, Dual Mobile	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Remote Equipment Operator	\$44.86	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Remote Equipment Operator (i.e Compaction And Demolition)	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Rigger/signal Person	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Riprap Person	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Rodder & Spreader	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Sandblast Tailhoseman	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Scaffold Erector, Wood Or Steel	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Stake Jumper	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Structural Mover	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Tailhoseman (water Nozzle)	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Track Laborer (rr)	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Traffic Control Laborer	\$41.94	<u>7B</u>	<u>1M</u>	<u>9D</u>	<u>View</u>
Franklin	<u>Laborers</u>	Traffic Control Supervisor	\$42.94	<u>7B</u>	<u>1M</u>	<u>9E</u>	<u>View</u>
Franklin	<u>Laborers</u>	Trencher, Shawnee	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Trenchless Technology Technician	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Truck Loader	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Tugger Operator	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Vibrators, All	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Wagon Drills	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Water Pipe Liner	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$44.86	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Well-point Person	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers</u>	Wheelbarrow, Power Driven	\$44.31	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	General Laborer & Topman	\$44.04	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	Pipe Layer	\$44.58	<u>7B</u>	<u>1M</u>	<u>8Z</u>	<u>View</u>
Franklin	Landscape Construction	Landscape Laborer	\$41.94	<u>7B</u>	<u>1M</u>	<u>9D</u>	<u>View</u>
Franklin	Landscape Construction	Landscape Operator	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	<u>Landscape Maintenance</u>	Groundskeeper	\$15.09		<u>1</u>		<u>View</u>
Franklin	<u>Lathers</u>	Journey Level	\$51.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	<u>View</u>
Franklin	<u>Marble Setters</u>	Journey Level	\$53.34	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	<u>Metal Fabrication (In Shop)</u>	Fitter	\$13.69		<u>1</u>		<u>View</u>
Franklin	<u>Metal Fabrication (In Shop)</u>	Laborer	\$13.69		<u>1</u>		<u>View</u>
Franklin	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$13.69		<u>1</u>		<u>View</u>
Franklin	<u>Metal Fabrication (In Shop)</u>	Painter	\$13.69		<u>1</u>		<u>View</u>
Franklin	<u>Metal Fabrication (In Shop)</u>	Welder	\$13.69		<u>1</u>		<u>View</u>
Franklin	<u>Millwright</u>	Journey Level	\$71.07	<u>5A</u>	<u>1B</u>		<u>View</u>

	Modular Buildings	Journey Level	\$13.69		<u>1</u>		Viev
	<u>Painters</u>	Commercial Painter	\$40.26	<u>6Z</u>	<u>1W</u>		Viev
	<u>Painters</u>	Industrial Painter	\$46.97	<u>6Z</u>	<u>1W</u>	<u>9D</u>	Viev
	Pile Driver	General Pile Driver	\$52.25	<u>7E</u>	<u>4X</u>	<u>8N</u>	Viev
	<u>Pile Driver</u>	Heavy Construction Pile Driver	\$58.01	<u>7E</u>	<u>4X</u>	<u>9E</u>	Viev
	<u>Plasterers</u>	Journey Level	\$46.51	<u>7K</u>	<u>1N</u>		Viev
	Playground & Park Equipment Installers	Journey Level	\$13.69		<u>1</u>		<u>Viev</u>
	Plumbers & Pipefitters	Journey Level	\$86.69	<u>6Z</u>	<u>1Q</u>		Viev
Franklin	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	A-frame Truck (single Drum)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Asphalt Plant Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backfillers (cleveland & Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Bagley Or Stationary Scraper	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Batch Plant (over 4 Units)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Belt Finishing Machine	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Bending Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Bit Grinders	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev

Franklin	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Blower Operator (cement)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Boat Operator	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Bob Cat (skid Steer)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Bolt Threading Machine	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Boom Cats (side)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Boring Machine (earth)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Bump Cutter (wayne, Saginau Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Cableway Controller (dispatcher)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Cableway Operators	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Canal Lining Machine (concrete)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Cement Hog	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	<u>Power Equipment Operators</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Clamshell, Dragline	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Compactor (self-propelled With Blade)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Concrete Pump Boon Truck	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Concrete Pumps (squeeze- crete, Flow-crete, Whitman & Similar)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Concrete Saw (multiple Cut)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Concrete Slip Form Paver	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.36	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

Franklin	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Crusher Feeder	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Deck Engineer	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators	Deck Hand	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Distributor Leverman	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Ditch Witch Or Similar	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Dope Pots (power Agitated	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Dozer, 834 R/t & Similar	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Drill Doctor	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Driller Licensed	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Drillers Helper	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Elevating Belt (holland Type)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Elevator Hoisting Materials	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators	Fireman & Heater Tender	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
	Power Equipment Operators	Fork Lift Or Lumber Stacker,	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev

Franklin	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Gin Trucks (pipeline)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
	Power Equipment Operators	Grade Checker	\$51.21	<u>7B</u>	<u>4W</u>	9A	Vie
Franklin	Power Equipment Operators	Gunite Combination Mixer & Compressor	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	H.d. Mechanic	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	H.d. Welder	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Heavy Equipment Robotics Operator	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Helicopter Pilot	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Hoe Ram	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Hoist, Single Drum	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi∈</u>
Franklin	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi∈</u>
Franklin	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi∈</u>
Franklin	Power Equipment Operators	Loaders (overhead & Frontend, Over 8 Yds. To 10 Yds.)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Loaders (overhead & Frontend, Under 4 Yds R/t)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Loaders (overhead And Frontend, 10 Yds. & Over)	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Locomotive Engineer	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Longitudinal Float	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Master Environmental Maintenance Technician	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Mixer (portable - Concrete)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Mixermobile	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Mucking Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Pavement Breaker, Hydra-	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>

Franklin	Power Equipment Operators	Paving (dual Drum)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Piledriving Engineers	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Plant Oiler	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Posthole Auger Or Punch	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Power Broom	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Pump (grout Or Jet)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Pumpman	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Quad-track Or Similar Equipment	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Roto Mill (pavement Grinder)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators	Rotomill Groundsman	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	<u>Power Equipment Operators</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	<u>Power Equipment Operators</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Scrapers, All, Rubber-tired	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Screed Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Shovels (3 Yds. & Over)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
	Power Equipment Operators	Shovels (under 3 Yds.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Spray Curing Machine (concrete)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Spreader Box (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators	Spreader Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie

	Power Equipment Operators	Steam Cleaner	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Surface Heater & Planer Machine	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Traverse Finish Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Tug Boat Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Tugger Operator	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Turnhead (with Re-screening)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Turnhead Operator	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Vacuum Blasting Machine Operator	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Welding Machine	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators	Whirleys & Hammerheads, All	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (single Drum)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Asphalt Plant Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Assistant Refrigeration Plant (under 1000 Ton)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Automatic Subgrader (ditches & Trimmers)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Backfillers (cleveland & Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Backhoe (45,000 Gw To 110,000 Gw)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoe (over 110,000 Gw)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vi</u>

ııalıklii	Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bagley Or Stationary Scraper	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Batch Plant (over 4 Units)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Belt Finishing Machine	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Belt Loader (kocal Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bending Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bit Grinders	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Blower Operator (cement)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Bob Cat (skid Steer)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bolt Threading Machine	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Boom Cats (side)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Boring Machine (earth)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Bump Cutter (wayne, Saginau Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cableway Controller (dispatcher)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cableway Operators	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Canal Lining Machine (concrete)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators-	Carrydeck & Boom Truck	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>

Franklin	Power Equipment Operators- Underground Sewer & Water	Cement Hog	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Clamshell, Dragline	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Compactor (self-propelled With Blade)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Pump Boon Truck	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Pumps (squeeze- crete, Flow-crete, Whitman & Similar)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Saw (multiple Cut)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Concrete Slip Form Paver	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.36	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$53.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Crusher Feeder	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>

Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Crusher, Grizzle & Screening Plant Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators- Underground Sewer & Water	Deck Engineer	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Viev
Franklin	Power Equipment Operators- Underground Sewer & Water	Deck Hand	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Viev</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Distributor Leverman	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Ditch Witch Or Similar	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Dope Pots (power Agitated	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Dozer, 834 R/t & Similar	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Drill Doctor	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Driller Licensed	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Drillers Helper	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Elevating Belt (holland Type)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	Power Equipment Operators- Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	Vie
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Elevator Hoisting Materials	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Equipment Serviceman, Greaser & Oiler	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Fireman & Heater Tender	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Equipment Operators-	Gin Trucks (pipeline)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>

	Underground Sewer & Water						
Franklin	Power Equipment Operators- Underground Sewer & Water	Grade Checker	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Gunite Combination Mixer & Compressor	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	H.d. Mechanic	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	H.d. Welder	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Heavy Equipment Robotics Operator	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Helicopter Pilot	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Hoe Ram	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Hoist, Single Drum	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Lime Brain Operator (recycle Train)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Frontend, Over 8 Yds. To 10 Yds.)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Frontend, Under 4 Yds R/t)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Loaders (overhead And Frontend, 10 Yds. & Over)	\$52.86	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Locomotive Engineer	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Longitudinal Float	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Master Environmental Maintenance Technician	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Mixer (portable - Concrete)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Mixermobile	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators-	Mobile Crusher Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

	<u>Underground Sewer &amp; Water</u>	(recycle Train)					
Franklin	Power Equipment Operators- Underground Sewer & Water	Mucking Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Multiple Dozer Units With Single Blade	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker, Hydra- hammer & Similar	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Paving (dual Drum)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Paving Machine (asphalt And Concrete)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Piledriving Engineers	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Plant Oiler	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Posthole Auger Or Punch	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Power Broom	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Pump (grout Or Jet)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Pumpman	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Quad-track Or Similar Equipment	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Roto Mill (pavement Grinder)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Rotomill Groundsman	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>
Franklin	Power Equipment Operators-	Rubber-tired Skidders (r/t	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>View</u>

Franklin	Power Equipment Operators-	Scrapers, All, Rubber-tired	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Underground Sewer & Water Power Equipment Operators-	Screed Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
i i aliktili	Underground Sewer & Water	screed operator	331. <del>4</del> 3	<u>/ U</u>	411	<u>7A</u>	<u>v</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Shovels (3 Yds. & Over)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Shovels (under 3 Yds.)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$51.21	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Spray Curing Machine (concrete)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Spreader Box (self-propelled)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Spreader Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Steam Cleaner	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Surface Heater & Planer Machine	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Traverse Finish Machine	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Tug Boat Operator	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Tugger Operator	\$50.28	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Turnhead (with Re-screening)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	V
Franklin	Power Equipment Operators- Underground Sewer & Water	Turnhead Operator	\$50.89	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Vactor Guzzler, Super Sucker	\$51.49	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Vacuum Blasting Machine Operator	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$51.05	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>
Franklin	Power Equipment Operators- Underground Sewer & Water	Welding Machine	\$49.96	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>V</u>

Franklin	Power Equipment Operators- Underground Sewer & Water	Whirleys & Hammerheads, All	\$51.76	<u>7B</u>	<u>4W</u>	<u>9A</u>	<u>Vie</u>
Franklin	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03	<u>5A</u>	<u>4A</u>		Vie
Franklin	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	<u>5A</u>	<u>4A</u>		<u>Vie</u>
Franklin	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	<u>5A</u>	<u>4A</u>		<u>Vie</u>
Franklin	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	<u>5A</u>	<u>4A</u>		<u>Vie</u>
Franklin	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	<u>5A</u>	<u>4A</u>		<u>Vie</u>
Franklin	Refrigeration & Air Conditioning Mechanics	Journey Level	\$86.69	<u>6Z</u>	<u>1Q</u>		<u>Vie</u>
Franklin	Residential Brick Mason	Journey Level	\$28.42		<u>1</u>		Vie
	Residential Carpenters	Journey Level	\$21.60		1		Vie
	Residential Cement Masons	Journey Level	\$46.83	<u>7B</u>	<u>-</u> 1N		Vie
	Residential Drywall Applicators	Journey Level	\$20.46	<u></u>	<u>1</u>		Vie
	Residential Drywall Tapers	Journey Level	\$19.32		<u> </u>		Vie
	Residential Electricians	Journey Level	\$22.73		1		Vie
	Residential Glaziers	Journey Level	\$23.10		1		Vie
	Residential Insulation	Journey Level	\$14.86		1		Vie
ı ı alıntıll	<u>Applicators</u>	Journey Level	00،۳۱۲				<u>vie</u>
Franklin	Residential Laborers	Journey Level	\$13.69		<u>1</u>		Vie
	Residential Marble Setters	Journey Level	\$28.42		<u> </u>		Vie
	Residential Painters	Journey Level	\$13.69		1		Vie
	Residential Plumbers & Pipefitters	Journey Level	\$29.71		1		Vie
Franklin	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$17.24		1		<u>Vie</u>
Franklin	_	Journey Level (Field or Shop)	\$50.02	<u>5A</u>	<u>1X</u>		Vie
	Residential Soft Floor Layers	Journey Level	\$23.11	<u>5A</u>	<u></u>		Vie
	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$13.69		1		Vie
Franklin	Residential Stone Masons	Journey Level	\$28.42		<u>1</u>		Vie
	Residential Terrazzo Workers	Journey Level	\$14.86		<u> </u>		Vie
	Residential Terrazzo/Tile Finishers	Journey Level	\$14.86		1		Vie
Franklin	Residential Tile Setters	Journey Level	\$19.23		<u>1</u>		Vie
Franklin		Irritable Bituminous Roofer	\$45.78	<u>7G</u>	<u>+</u> <u>41</u>		Vie
Franklin		Journeyman Roofer, Waterproofer, Kettleman	\$42.78	<u>7G</u>	<u>41</u>		Vie
Franklin	Sheet Metal Workers	Journey Level (Field or Shop)	\$68.81	<u>5A</u>	<u>1X</u>		Vie
	Sign Makers & Installers (Electrical)	Journey Level	\$14.65		1		Vie
Franklin	Sign Makers & Installers (Non- Electrical)	Journey Level	\$14.65		1		Vie
Franklin	Soft Floor Layers	Journey Level	\$51.91	<u>5A</u>	<u>3J</u>		Vie
	Solar Controls For Windows	Journey Level	\$13.69		1		Vie
	Sprinkler Fitters (Fire	Journey Level	\$60.86	<u>7J</u>	<u>-</u> 1R	+	Vie

	<u>Protection)</u>						
Franklin	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.69		1		<u>View</u>
Franklin	Stone Masons	Journey Level	\$53.34	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		1		<u>View</u>
Franklin	<u>Surveyors</u>	All Classifications	\$23.49	<u>0</u>	<u>1</u>		<u>View</u>
Franklin	<b>Telecommunication Technicians</b>	Journey Level	\$46.20	<u>51</u>	<u>1B</u>		<u>View</u>
Franklin	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>		<u>View</u>
Franklin	Terrazzo Workers	Journey Level	\$43.81	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	<u>Tile Setters</u>	Journey Level	\$43.81	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	<u>Tile, Marble &amp; Terrazzo</u> <u>Finishers</u>	Journey Level	\$35.93	<u>5A</u>	<u>1M</u>		<u>View</u>
Franklin	Traffic Control Stripers	Journey Level	\$50.51	<u>7A</u>	<u>1K</u>		<u>View</u>
Franklin	<u>Truck Drivers</u>	Asphalt Mix Over 20 Yards	\$51.00	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Asphalt Mix To 20 Yards	\$50.80	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Dump Truck	\$50.80	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Dump Truck & Trailer	\$51.00	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers</u>	Other Trucks	\$50.69	<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	\$51.00	<u>5D</u>	<u>1V</u>	<u>8M</u>	<u>View</u>
Franklin	<u>Truck Drivers - Ready Mix</u>	Transit Mixers over 20 yards	\$51.34	<u>5D</u>	<u>1V</u>	<u>8M</u>	<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.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
  - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
  - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
  - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

# **Overtime Codes Continued**

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
- 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

# **Overtime Codes Continued**

- 4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
  - D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

#### **EXCEPTION:**

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

# **Overtime Codes Continued**

- 4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
  - U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1½) the straight time rate.

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

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

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

W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

# **Overtime Codes Continued**

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

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

- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- 11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

- D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
  - After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

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

# **Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
  - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

- 7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
  - G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

- 7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
  - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- 15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
  - I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

#### **Note Codes**

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
  - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
  - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50
  - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
  - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
  - V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
    - Depth premiums apply to depths of fifty feet or more. Over 50' to 100' \$2.00 per foot for each foot over 50 feet. Over 101' to 150' \$3.00 per foot for each foot over 101 feet. Over 151' to 220' \$4.00 per foot for each foot over 220 feet. Over 221' \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

#### **Note Codes Continued**

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) 130' to 199' \$0.50 per hour over their classification rate.
- (B) -200' to 299' -\$0.80 per hour over their classification rate.
- (C) 300' and over \$1.00 per hour over their classification rate.

# **Note Codes Continued**

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

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

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

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

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

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

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

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

ITEM DESCRIPTION

YES

NO

	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

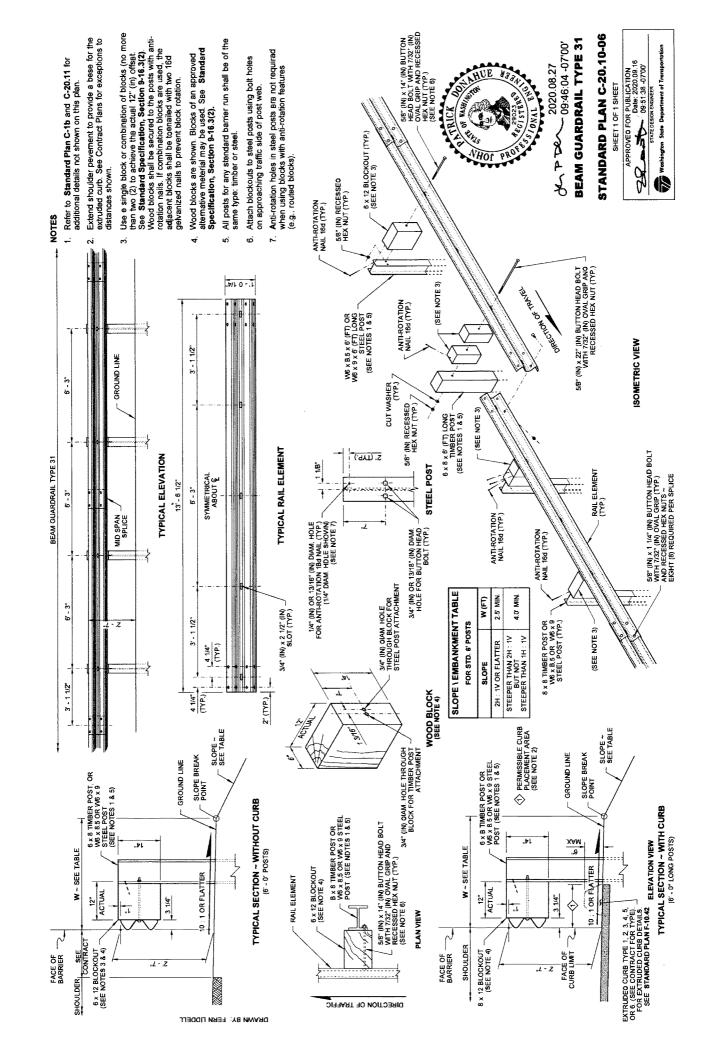
Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

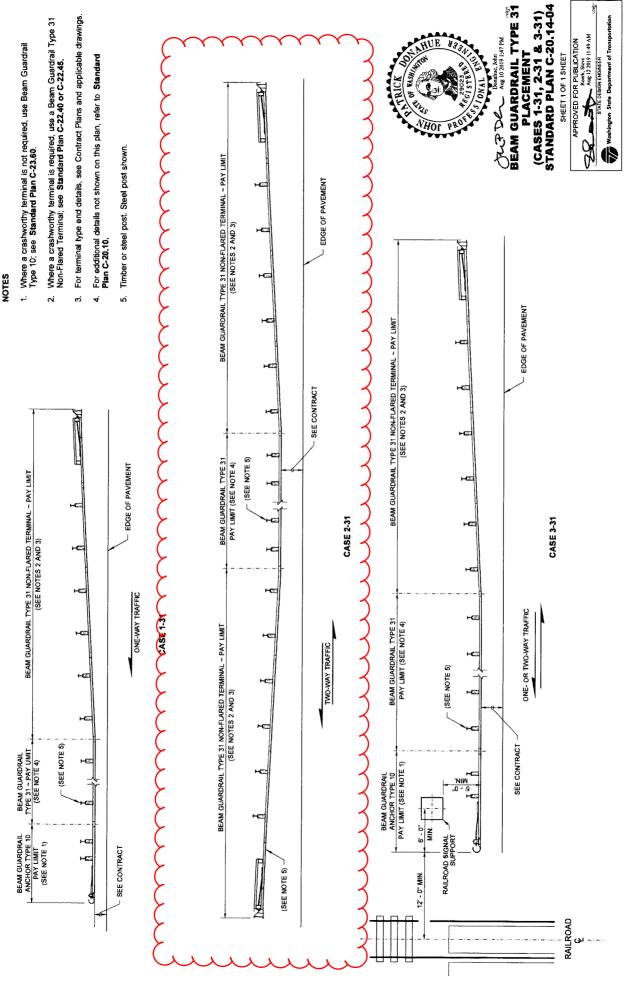
- (1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.
- (2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following 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.

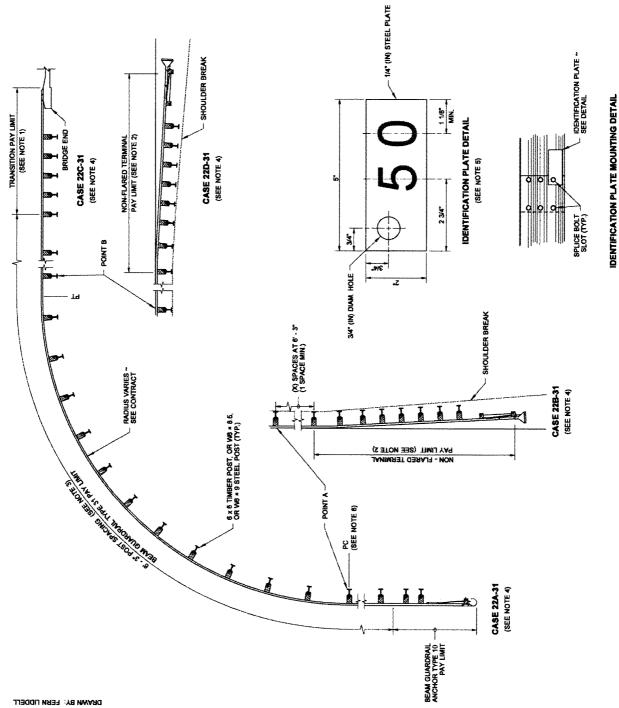
- (3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel 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







### NOTES

- See Contract for transition and connection type.
- For additional installation requirements for Non-Flared Terminal placement, see Standard Plan C-22.40.

ø

- Guardrail installation shall be Beam Guardrail Type 31 with standard post and block. See Standard Plan C-20.10 for additional details.
- The first letter of case designation indicates the and treatment on the side road. The second letter indicates the end treatment on the main road. For Instance, a terminal on a side road and a bridge cornection on the main road would be Case 2286-31. The radlus dimension shall be etched into the plate as shown in the example on the Identification plate Detail. Numerals shall be 1 1/2" (ii) high minimum, and 34" (iii) wide maximum. Plate shall be galvantuzed after etching and the letter shall ø
- The guardrail identification Plate shall be mounted at the lower splice bolt on the back side of the rail element at the PC of the guardrail radius. ø

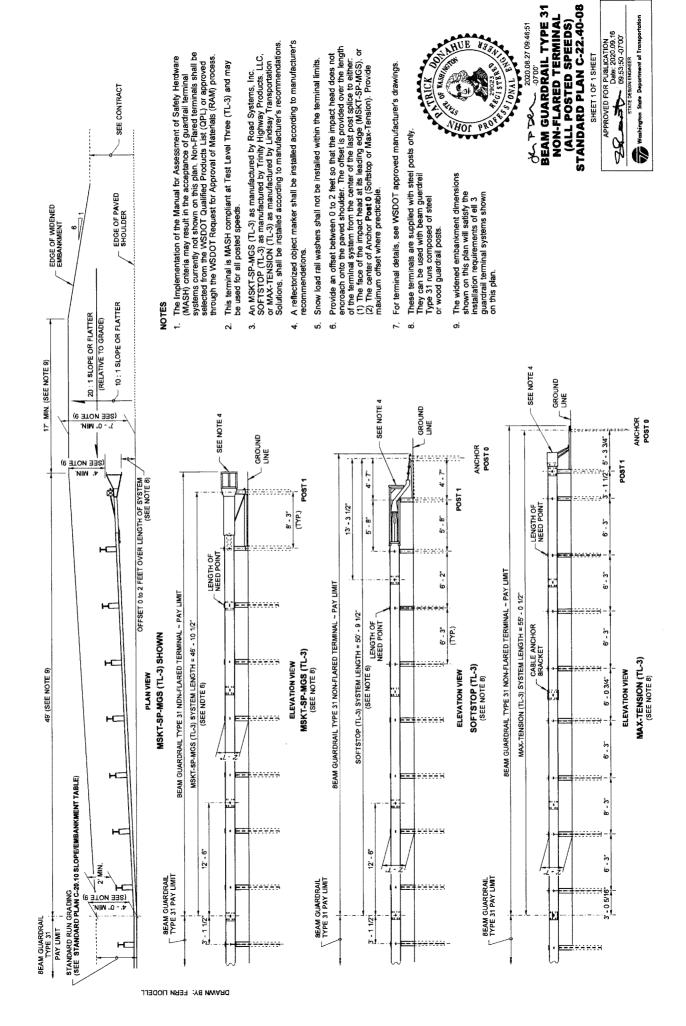
ramain permanently legible

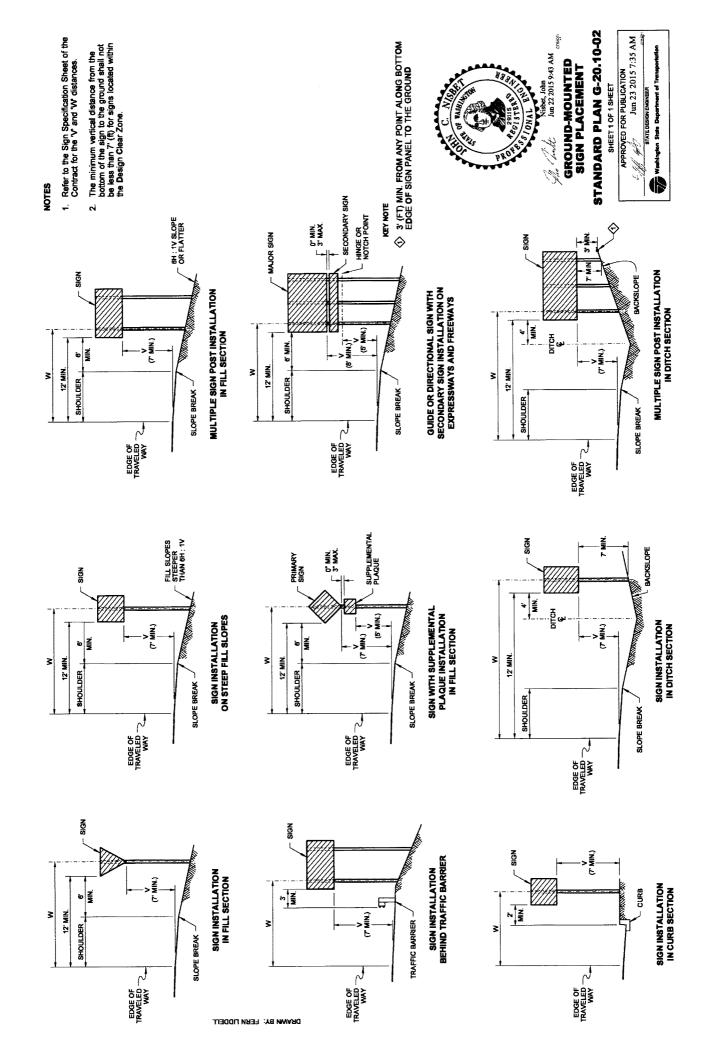


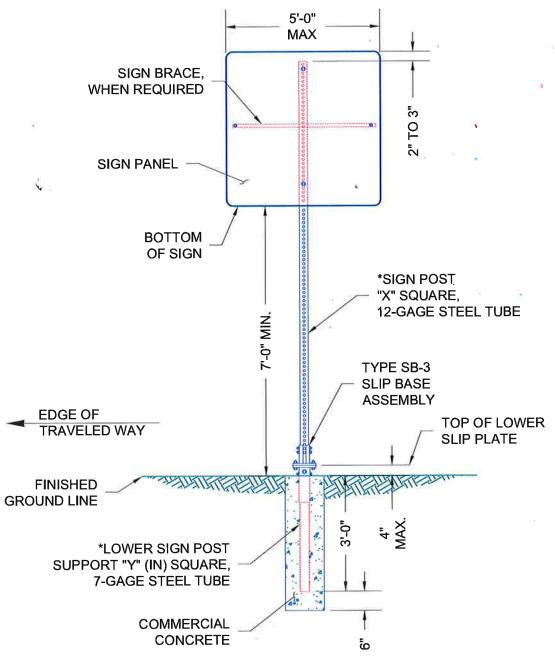
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Carpenter, Jeff
Jul 14 2015 11:27 AM Weshington State Department of Trunspo

(SEE NOTE 8)







NOTE: \*SIGNS POST SEE TABLE BELOW

SIGN POST AND SUPPORT					
SIGN PANEL	UNDER 9 SQFT	OVER 9 SQSF YES			
WIND BRACKET	NO				
"X" =	2" (IN)	2 1/2" (IN)			
"Y" =	2 1/2" (IN)	3" (IN)			



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT 3416 STEARMAN AVE. PASCO, WA 99301 (509)545-3514

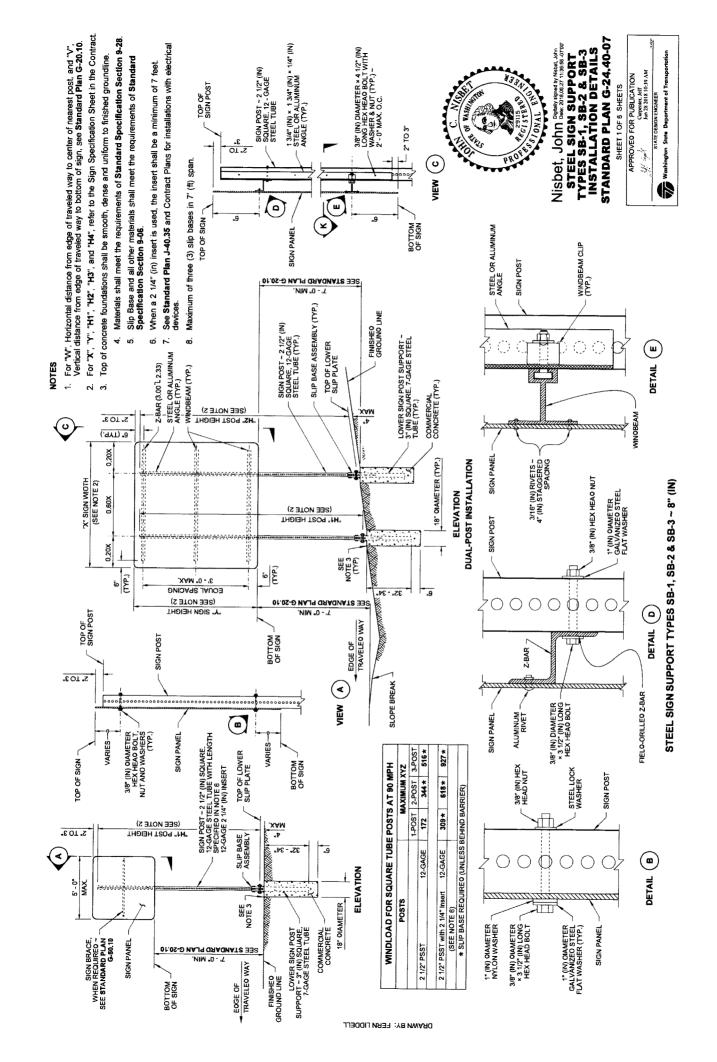
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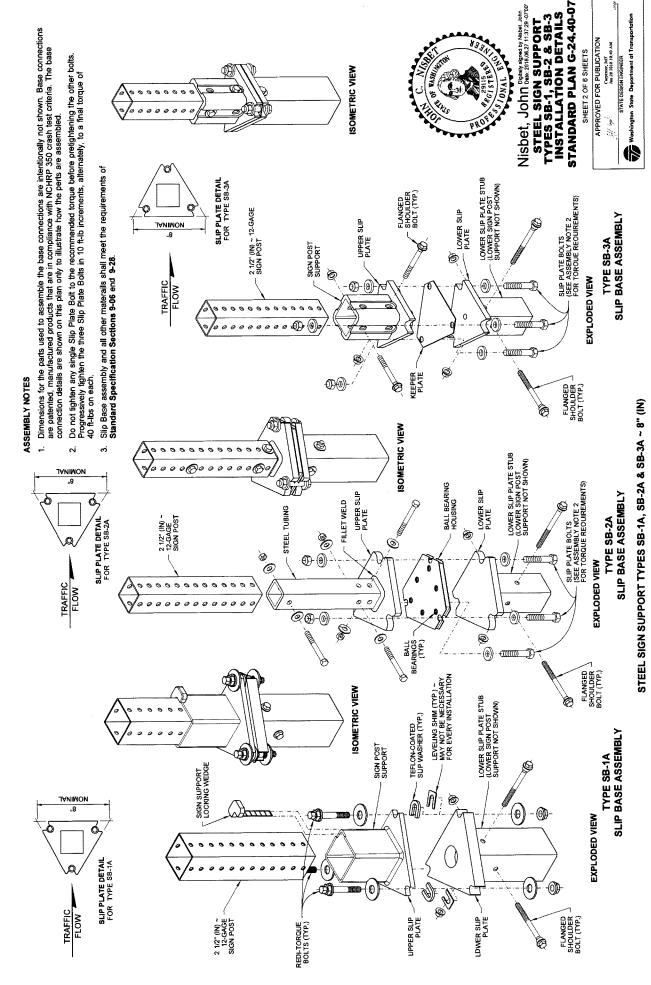
PERMANENT SIGN

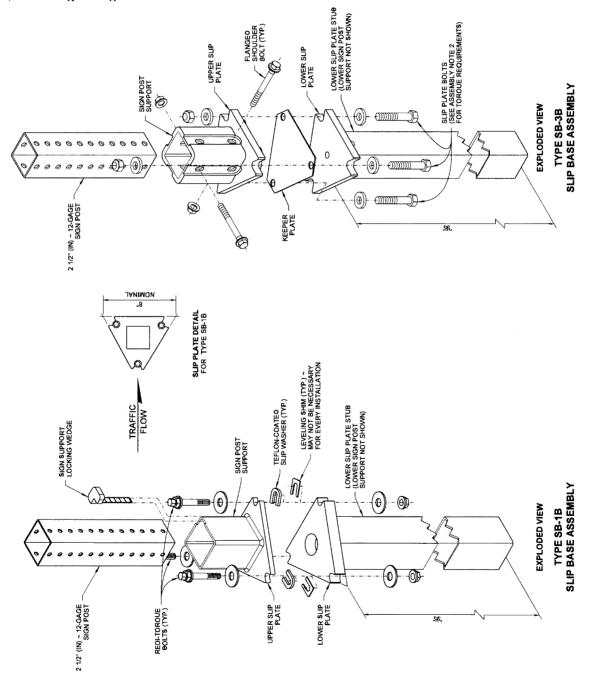
FC-G24.40-06

DATE: 11/12/7

SHEET 1

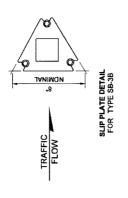






### ASSEMBLY NOTES

- 1. Dimensions for the parts used to assemble the base connections are intentionally not shown. Base connections are patented, manufactured products that ere in compliance with NCHRP 360 crash test criteria. The base connection details are shown on this plan only to illustrate how the parts are assembled.
- Do not tighten any single Slip Plate Bolt to the recommended torque before pretightening the other bolts. Progressively tighten the three Slip Plate Bolts in 10 ft-b Increments, alternately, to a final torque of 40 ft-bs on each. ď
  - Slip Base assembly and all other metereits shall meet the requirements of Standard Specification Sections 9-06 and 9-28. e,





STANDARD PLAN G-24,40-07 Nisbet, John Digitally signed by Nisbet, John Dain, 2018,06.27 11:37:51 -07:09 STEEL SIGN SUPPORT TYPES SB-1, SB-2 & SB-3 INSTALLATION DETAILS

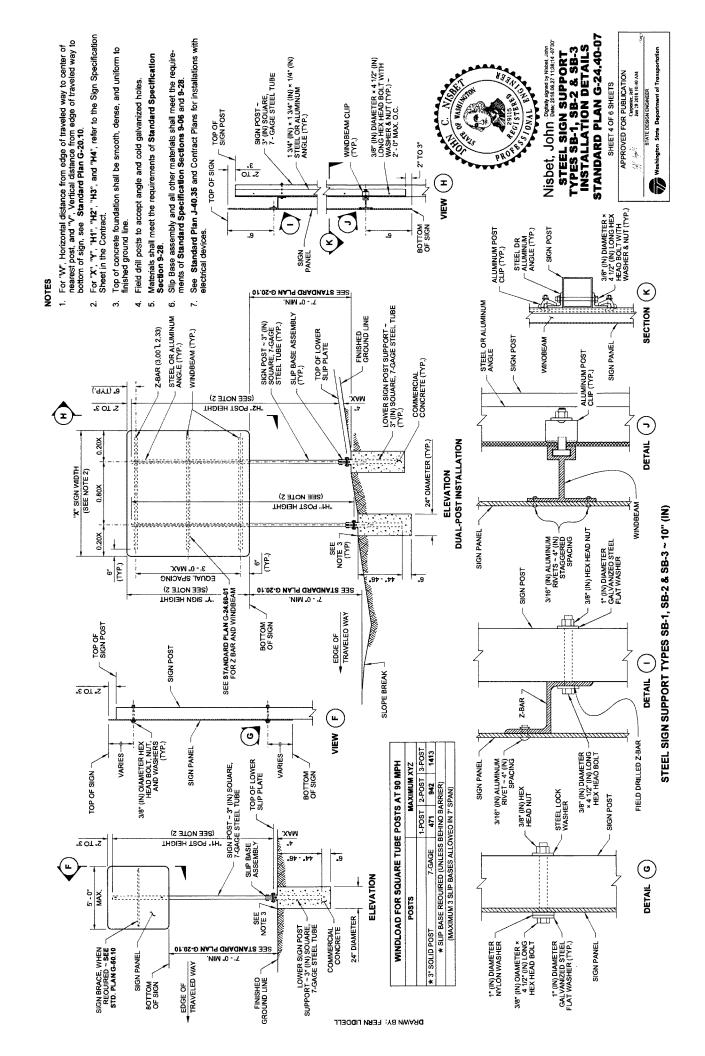
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Jun 28 2018 10:40 AM SHEET 3 OF 6 SHEETS

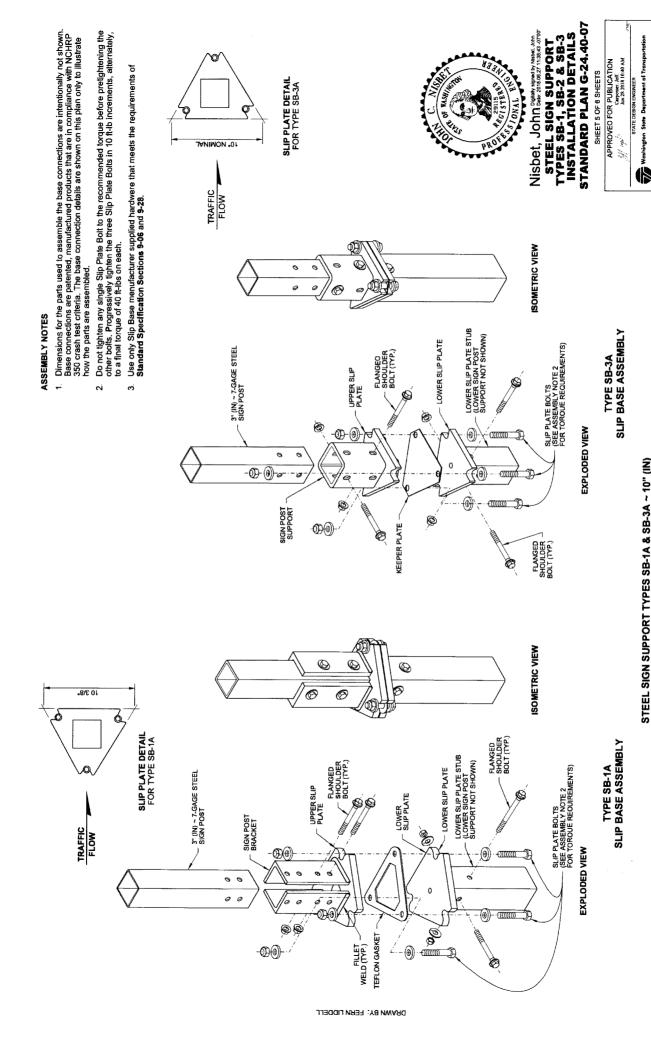
STATE DESIGN ENGINEER 

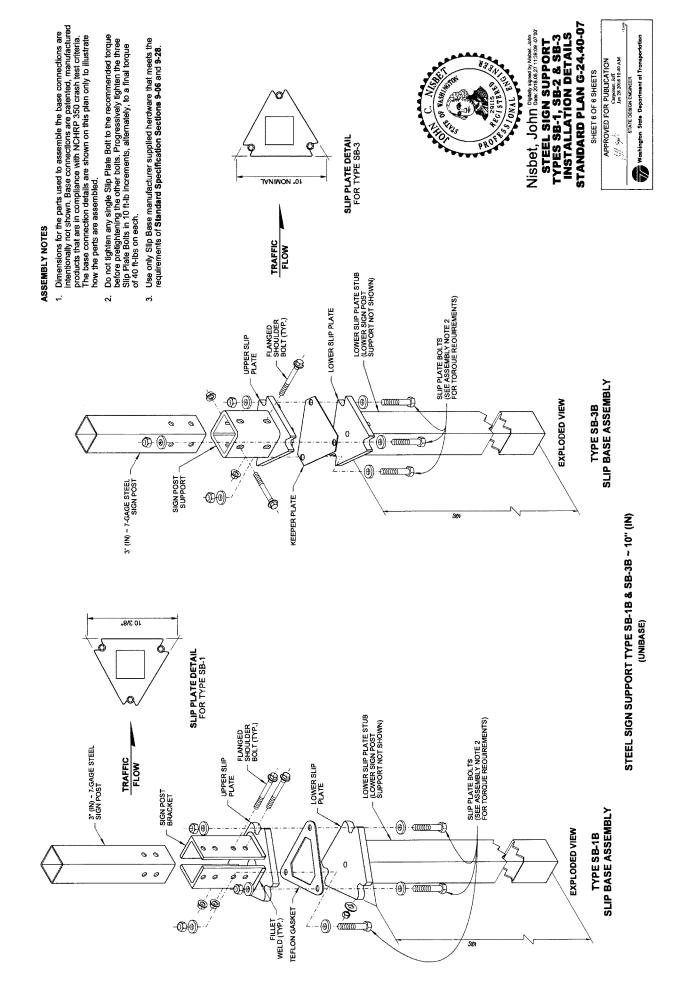
STEEL SIGN SUPPORT TYPES SB-1B, & SB-3B ~ 8" (IN)

(UNIBASE)

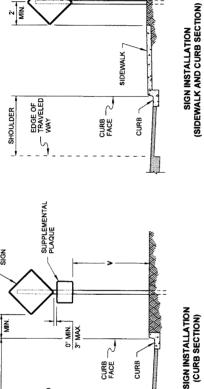
Washington State Department of Transportation







### PRIMARY SIGN Z N 3" MAX N CURB FACE CURB SHOULDER EDGE OF TRAVELED WAY SIGN 9 MIN SIGN INSTALLATION (FILL SECTION) 12' MIN. EDGE OF TRAVELED WAY SHOULDER



SIDEWALK

1. 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

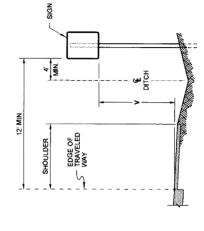
or residential areas.

SIGN

NIN.

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.

		A 11000
OK)	TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)	TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)
RURAL	5' MINIMUM	4' MINIMUM
URBAN	7: MINIMUM	6' MINIMUM



SUPPLEMENTAL PLAQUE

O" MIN.

EOGE OF TRAVELED WAY

PRIMARY SIGN

NIN 9

SHOULDER

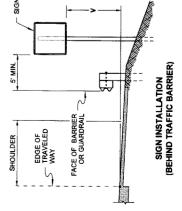
12' MIN.

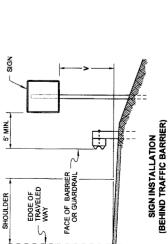




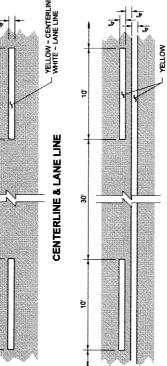
SIGN INSTALLATION (DITCH SECTION)

SIGN WITH SUPPLEMENTAL PLAQUE INSTALLATION (FILL SECTION)

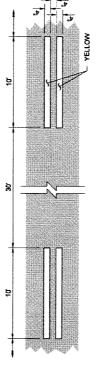




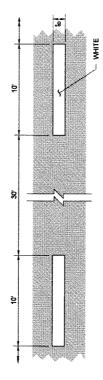
## YELLOW - CENTERLINE, WHITE - LANE LINE ğ CENTERLINE & LANE LINE



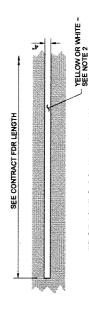
# NO-PASS LINE & TWO-WAY LEFT-TURN CENTERLINE



### REVERSIBLE LANE LINE



## **WIDE BROKEN LANE LINE**

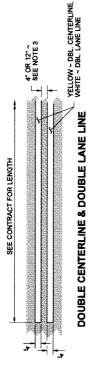


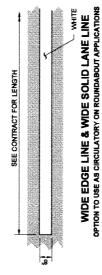
EDGE LINE & SOLID LANE LINE

### NOTES

- 1. Dotted Extension Lina shell be tha sama color as tha line it is axtending.
- Edge Line shall be white on the right edge of traveled way, and yellow on the laft edge of traveled way (on one-way roadways). Solid Lane Lina shall be white.
  - The distance between the lines of the Double Centerline shall be 12" everywhere, except 4" for left-turn chennelization end narrow roadways with lane widths of 10 feet or less. Local Agencies (on non-state routes) may specify a 4" distance for ell locations. က

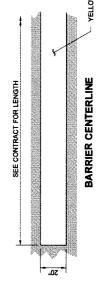
The distance between the lines of the Double Lane Line shall be 4".





# SEE CONTRACT FOR LENGTH

.8 .8





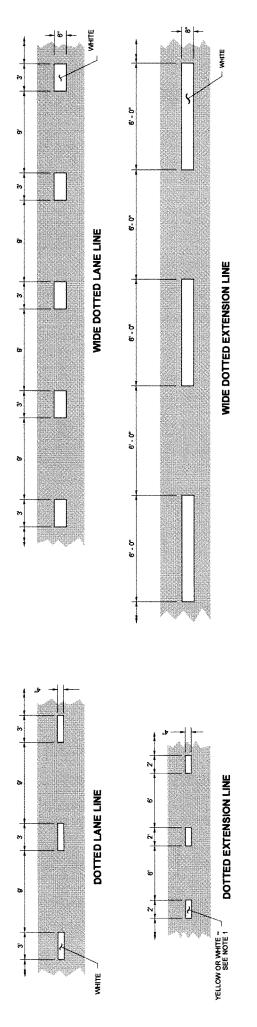
WHITE

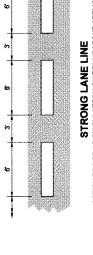
DOUBLE WIDE LANE LINE

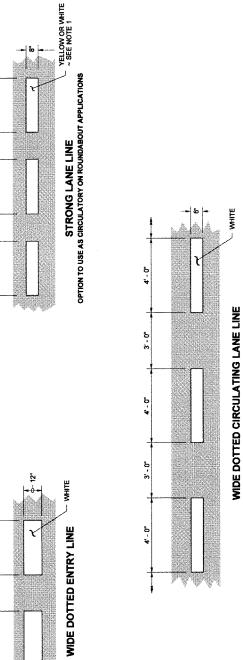
# STANDARD PLAN M-20.10-03

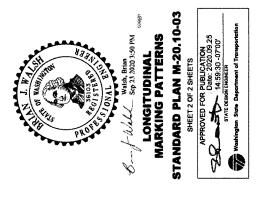


DRAWN BY: FERN LIDDELL

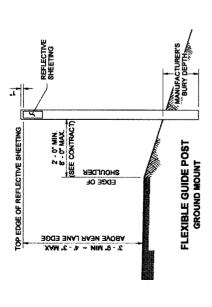


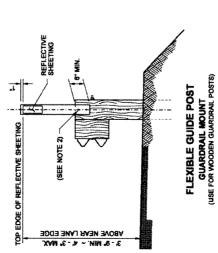


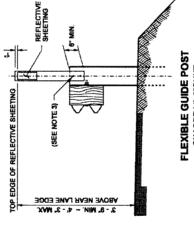




Roundabout Specific Lines



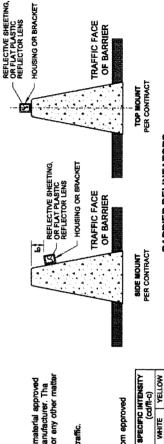




## GUARDRAIL MOUNT (USE FOR STEEL GUARDRAIL POSTS)

# BARRIER DELINEATOR REQUIREMENTS

- Spacing of Barrier Delineators shell be as shown in the Plans.
- The housing or bracket can be flexible or rigid, molded from a durable pleatic or other durable material approved by the Engineer, and shall be attached to the berner with an adhesive recommended by the manufacturer. The attachment point on the barrier surface shall be free of dirt, curing compound, moisture, paint, or eny other matter that would adversely affect the adhesive bond.
- Barrier Delineators shall be one-sided for single direction traffic, or two-sided for bi-directional traffic
- Color shall be white on the right of traffic, and yellow on the left of traffic
- The reflective surface shall be rectangular or trapezoidal
- Reflective Sheeting: 12 square inches minimum surface area; Type III, IV, V, or VI, selected from approved materials listed in the Qualified Products List. OBSERVATION ANGLE
  - Plastic Reflector: 9 square inches minimum surface area; adrylic or polycarbonets conforming to AASHTO M 290. Reflectors shall equal or exceed the following minimum values of Specific Intensity:



## **BARRIER DELINEATORS**

(CONCRETE BARRIER TYPES AND LOCATIONS VARY, SINGLE SLOPE IN MEDIAN SHOWN)

8

**8** €

ENTRANCE

### NOTES

.1

TOP EDGE OF REFLECTIVE SHEETING

REFLECTIVE

(SEE CONTRACT)

X-3" MAX.

**ЗНОПГОЕВ** 

EDGE OL

~ NIN .6 - .5

VBOAE NEVIS I'VNE EDGE

2' - 0" MIN. 8' - 0" MAX.

- When the Contract Plans requires e guide post with concurrent guerdrail runs, the Contractor shell either.
- A. Drive the flexible guide post in line with the guardrall posts, or
- B. Mount the shorter flexible guide post onto the guardrall post.
- Guide posts shall be fastened to the wooden guardrail post using two 2" (in) × 3/8" (in) lag screws with washers, along centerline of post. Also acceptable is any approved attachment method submitted by the guide post manufacturer. κi
- Guide posts shall be fastened to the steel guardrail posts using two galvanized 2" (in) × 3/8" (in) bolts with a washer on both sides, a lock washer, and nut. The nut shall be tightened to properly compress the lock washer. The drilled holes in the guardrail post web shall be palitized with galvanizing repair pelint as described in Standard Specification Section 8-11.3(1)8. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- When concrete barrier runs concurrent, the Contractor shall mount Barrier Delineators where guide posts are required.

FLEXIBLE GUIDE POST

SURFACE MOUNT

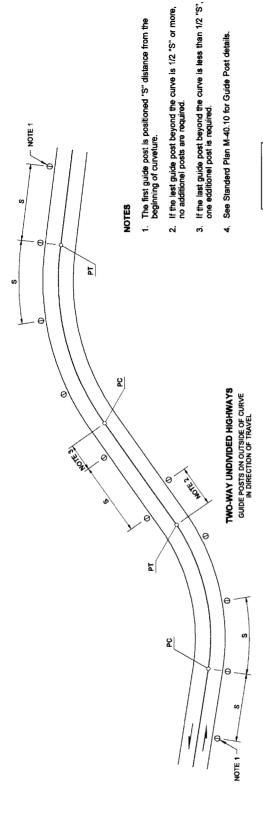
GUIDE POST	GUIDE POST TYPE DEFINITIONS ~ REFLECTIVE SHEETING APPLICATIONS	EFLECTIVE SHI	EETING APPLICATIONS
TYPE W	TYPE WW	TYPEY	TYPE YY
0	Φ	•	Φ
FACING TRAFFIC STATE WHITE	FACING BACK SIDE SIDE SIDE SIDE SIDE SIDE SIDE SIDE	FACING TRAFFIC  Se  Se  YELLOW	FACING BACK TRAFFIC SIDE



## BARRIER DELINEATORS

## STANDARD PLAN M-40.10-03

SHEET 1 OF 1 SHEET





SEE TYPE DEFINITIONS, STD. PLAN M-40.10

⊕ TYPE WW

■ TYPE Y

LEGEND O TYPE W

600 70 700 75 800 80 800 80 1,000 90 1,200 100 1,700 120 2,800 180 3,700 180 4,500 220 4,500 220 6,500 220 8,600 220 8,600 220 8,600 220 8,600 220 8,600 220 8,600 220 8,600 220 8,600 220 10,000 300 R-10,000 300 R-10,000 300

115 116 200 200 200 300 400 700 700 700 1,



MOTER WOTE 3

0

NOTE 3

NOTE 2

### STANDARD PLAN M-40.40-00 GUIDE POST PLACEMENT HORIZONTAL CURVES

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

MULTI-LANE DIVIDED HIGHWAYS GUIDE POSTS DN INSIDE AND OUTSIDE OF CURVE FOR EACH DIRECTION OF TRAVEL

2

1/2 \$

NOTE 1

09-20-07 Pasco Bakotich III 01

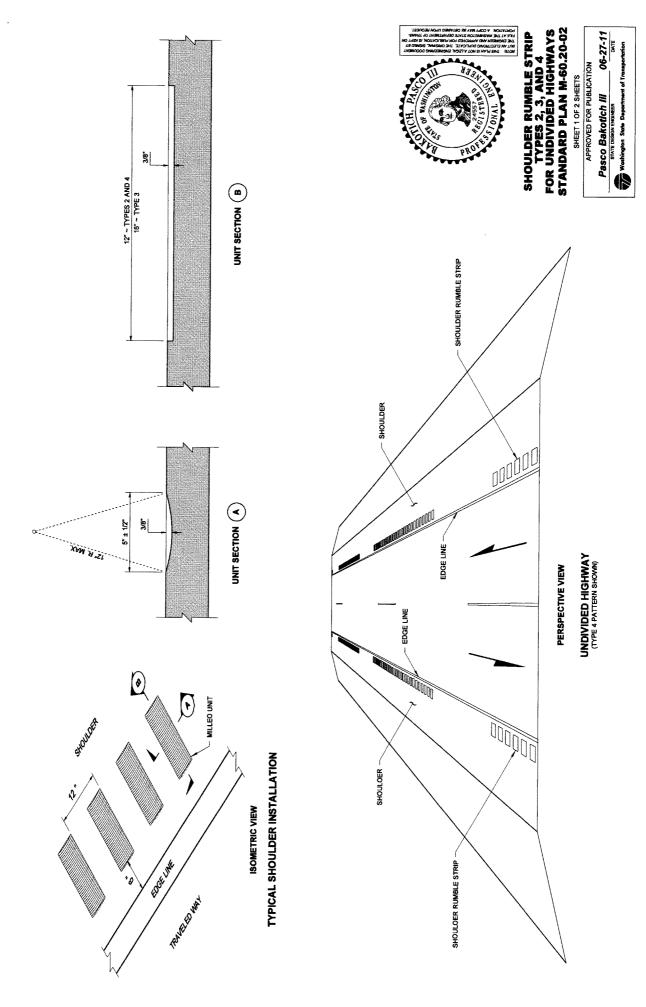
EINT DESON BLOWERS

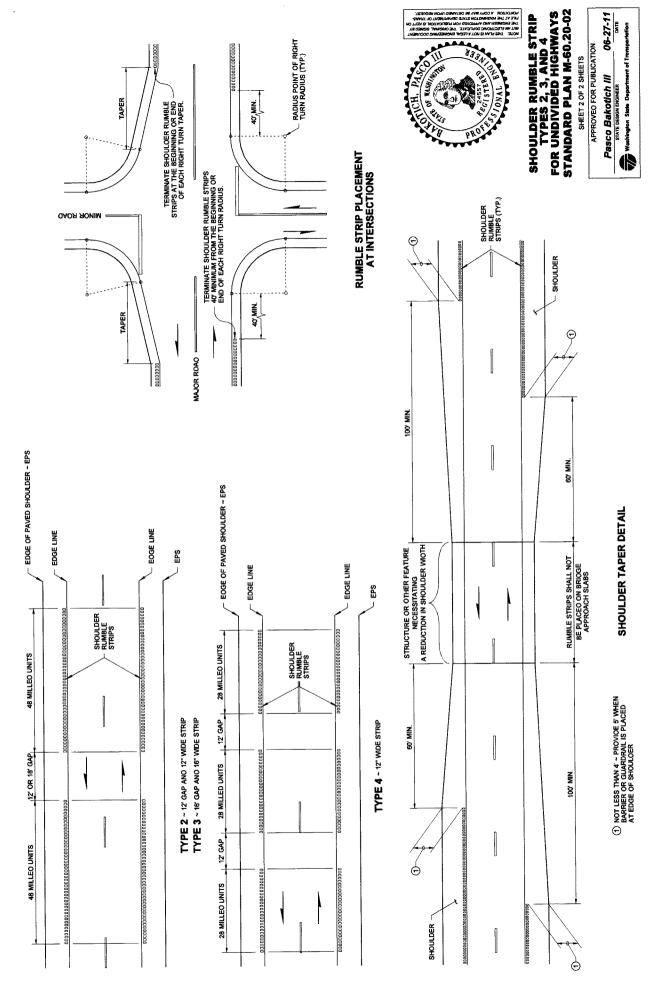
Washington Store Department of Transp.

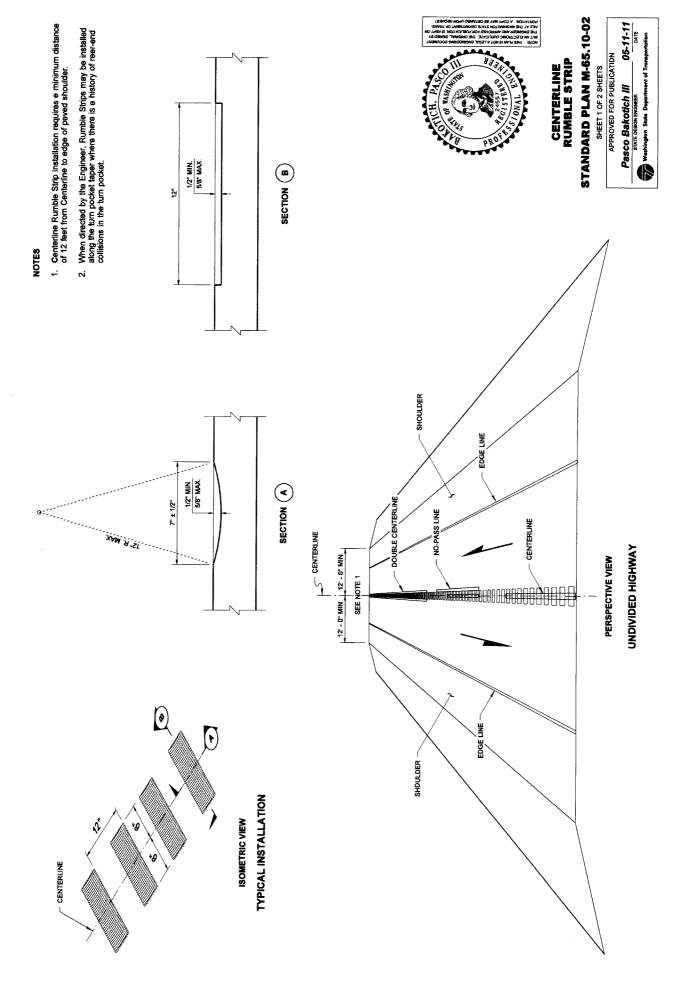
RADIUS

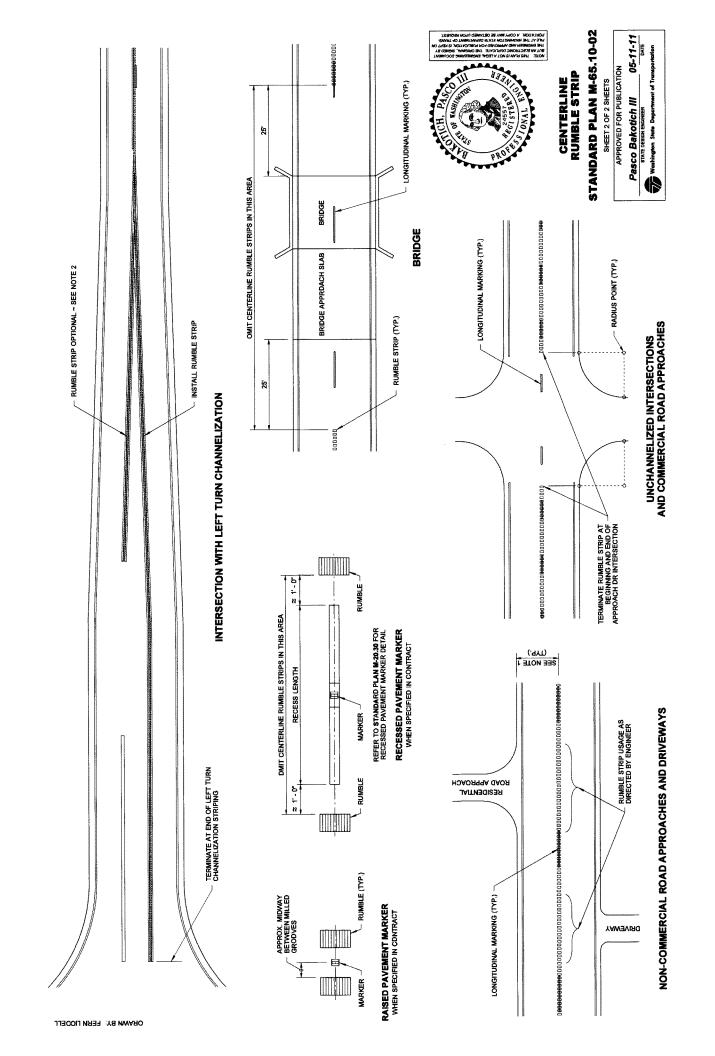
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GUIDE POST SPACING (FEET)









### **CONSTRUCTION PLANS**

### FRANKLIN COUNTY

### PUBLIC WORKS DEPARTMENT

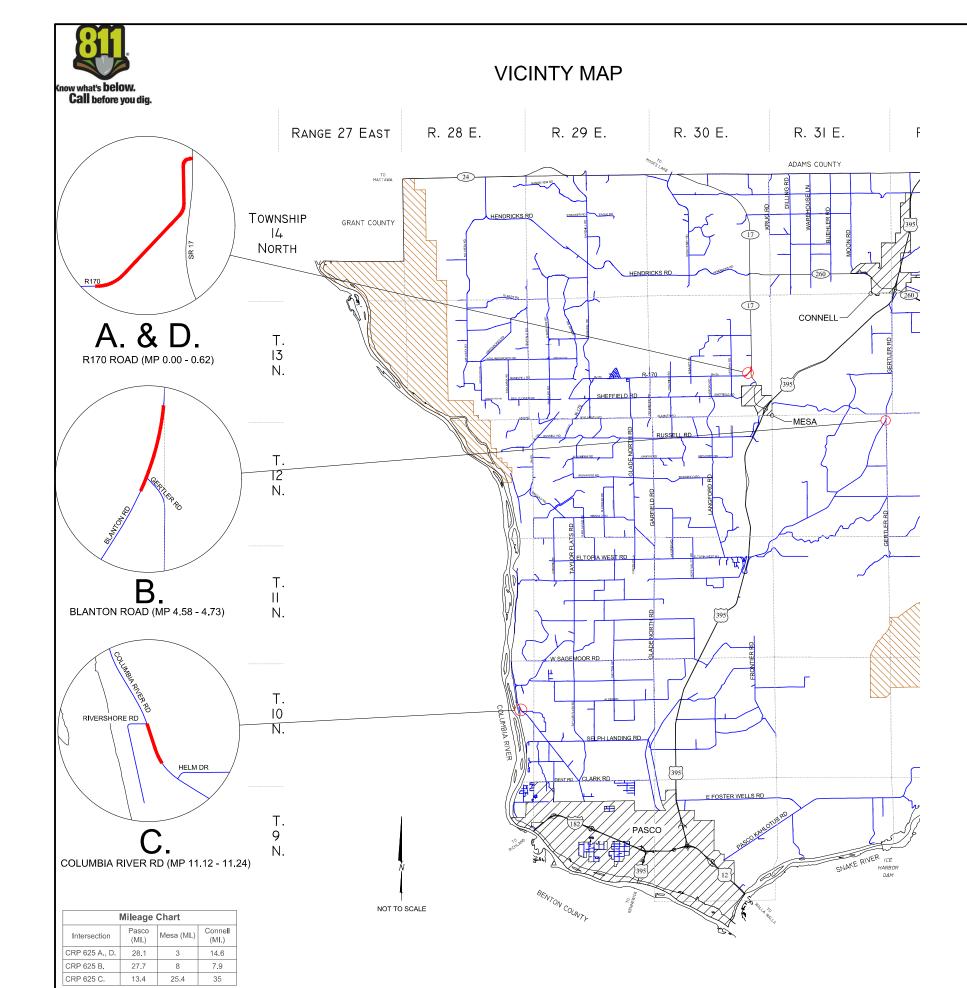
3416 STEARMAN AVE.
PASCO, WA 99301
(509)545-3514
WEB:WWW.CO.FRANKLIN.WA.US



### CRP 625 SAFETY - GUARDRAIL/CURVE IMPROVEMENTS AT BLANTON RD, R-170, & COLUMBIA RIVER RD

FEDERAL AID NO. HSIP-000S(551) CONTRACT NO. LA-9819

DATE: 2021	-09-07 12:55:03
CADD	DWG
CRP 62	25 GEN
REF. NO.	SHEET
G101	1 °11



	Sheet List Table					
Sheet Number	Reference Number	Sheet Title				
1	G101	TITLE PAGE				
2	G102	VICINITY MAP				
3	G103	SUMMARY OF QUANTITIES				
4	C101	DEMO PLAN: R-170, BLANTON RD				
5	C102	A. SITE PLAN R-170 (MP 0.16)				
6	C103	B. SITE PLAN COLUMBIA RIVER (MP 4.58)				
7	C104	C1. SITE PLAN BLANTON (MP 11.12)				
8	C105	C2. SITE PLAN BLANTON SLOPE (MP 11.12)				
9	C106	D. SITE PLAN R-170 (MP 0.00)				
10	TC01	TEMPORARY TRAFFIC CONTROL PLAN				
11	TC02	TRAFFIC CONTROL PLAN				

LEGEN	<u>1D:</u>	
EXISTING	PROPOSED	
		ROAD CENTERLINE
R/W		RIGHT OF WAY LINE
		IRRIGATION EASEMENT
		GUARDRAIL
—— F ——		FILL LINE
WL		WATERLINE/ STORM DRAINAGE
OHP		OVERHEAD POWER
—— вт ——		BURIED TELEPHONE
— x —		FENCE LINE
		EGDE OF PAVEMENT
SOLAR FLASHING LED C	:URVE WARNING SYSTEM W/ R.	ADAR

FOUND MONUMENT

QUARTER MONUMENT NOT FOUND

#### **GENERAL NOTES:**

- 1. ALL WORK AND MATERIALS SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST REVISION OF THE WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION AND FRANKLIN COUNTY STANDARDS AND SPECIFICATIONS AND ALL OTHER GOVERNING AGENCY'S STANDARDS.
- 2. THE CONTRACTOR SHALL OBTAIN AND MAKE AVAILABLE COPIES OF APPLICABLE GOVERNING AGENCY STANDARDS AT THE JOB SITE DURING THE RELATED CONSTRUCTION OPERATIONS.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS, DIMENSIONS, AND DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION. ALL UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH AND CONTACT ALL
- THROUGH TRAFFIC SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL SUBMIT, FOR APPROVAL BY THE ENGINEER, A TRAFFIC CONTROL PLAN. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTY DURING CONSTRUCTION.
- 7. FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCY MUST IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION BEFORE PROCEEDING WITH CONSTRUCTION.
- 8. CABLE OR PIPE IS TO BE KEPT IN OUTSIDE 5 FEET OF RIGHT-OF-WAY OR AS STAKED BY THE
- 9. THE TOP OF THE PIPE, CONDUIT, OR CABLE IS TO BE AT LEAST FOUR FEET BELOW THE ROADWAY SURFACE



PUBLIC WORKS DEPARTMENT

PUBLIC WORKS DEPARTMENT

3416 STEARMAN AVE.

PASCO, WA 99301

(509)545-3514

WER-WARD OF FRANKIN WAUS

•	,		
			DATE
			ВҮ
			DESCRIPTION
			NO.

GUARDRAIL/CURV.
IMPROVEMENTS



REF. NO. SHEET

G102



	SUMMA	ARY OF Q	UANTITI	ES			
BASE E	BID						
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	625 A R-170 RD MP 0.16-0.24	625 B COLUMBIA RIVER RD MP 11.12-11.24	625 C BLANTON RD MP 4.58-4.73	625 D R-170 RD MP 0-0.62
	PREPARATION			IIII 0110 0124	1111211124	III 4100 4170	III 0 0102
1	MOBILIZATION	1	L.S.	L.S.	L.S.	L.S.	L.S.
2	REMOVING GUARDRAIL	817	L.F.	190		627	
3	REMOVE MISCELLANEOUS TRAFFIC ITEMS	1	L.S.	L.S.	L.S.	L.S.	L.S.
	TRAFFIC						
4	SOLAR FLASHING LED CURVE WARNING SYSTEM W/ RADAR	2	EACH				2
5	BEAM GUARDRAIL TYPE 31	612.5	L.F.	312.5	300		
6	BEAM GUARDRAIL TYPE 31 - 8 FT. LONG POST	362.5	L.F.	25	337.5		
7	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	6	EACH	4	2		
8	FLEXIBLE GUIDE POST	15	EACH				15
9	PAINT LINE	9820	L.F.				9820
10	SHOULDER RUMBLE STRIP TYPE 2	1.3	MI.				1.3
11	CENTERLINE RUMBLE STRIP	0.7	MI.				0.7
12	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	L.S.	L.S.	L.S.	L.S.
	OTHER ITEMS						
13	SPCC PLAN	1	L.S.	L.S.	L.S.	L.S.	L.S.
ALTER	NATIVE 625 C1						
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	625 A	625 B	625 C	625 D
				R-170 RD	COLUMBIA RIVER RD	BLANTON RD	R-170 RD
				MP 0.16-0.24	MP 11.12-11.24	MP 4.58-4.73	MP 0-0.62
1	BEAM GUARDRAIL TYPE 31	412.7	L.F.			412.7	
2	BEAM GUARDRAIL TYPE 31 - 8 FT. LONG POST	200	L.F.			200	
3	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	2	EACH			2	
ALTER	NATIVE 625 C2					T	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	625 A	625 B	625 C	625 D
				R-170 RD	COLUMBIA RIVER RD	BLANTON RD	R-170 RD
	COMMON BORROW INCL. HAUL.	900	C.Y	MP 0.16-0.24	MP 11.12-11.24	MP 4.58-4.73 800	MP 0-0.62
	EROSION CONTROL AND WATER POLLUTION PREVENTION	800				L.S	
2		1	L.S				
3	SEEDING, FERTILIZING, AND MULCHING	0.45	ACRES			0.45	

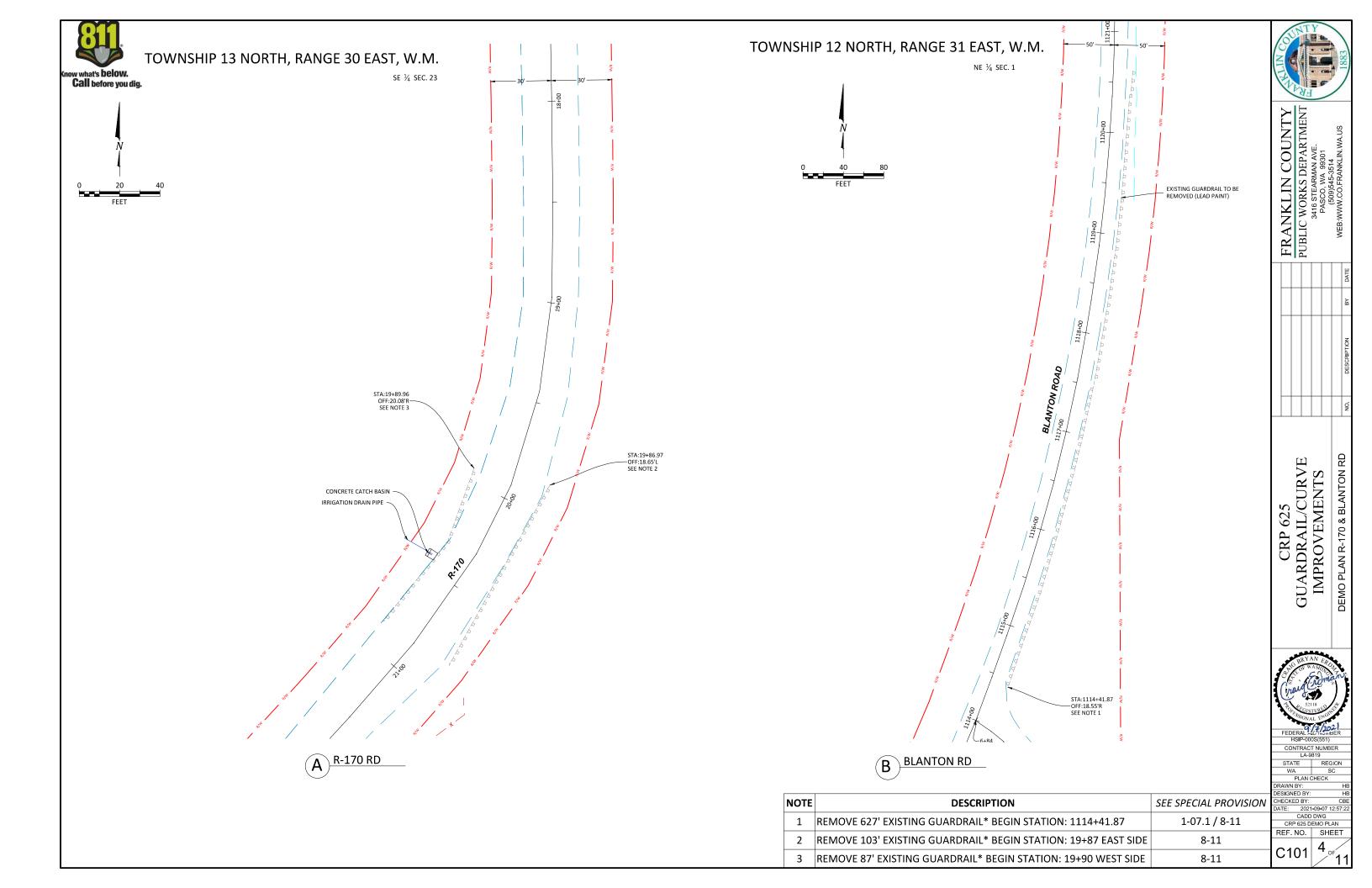


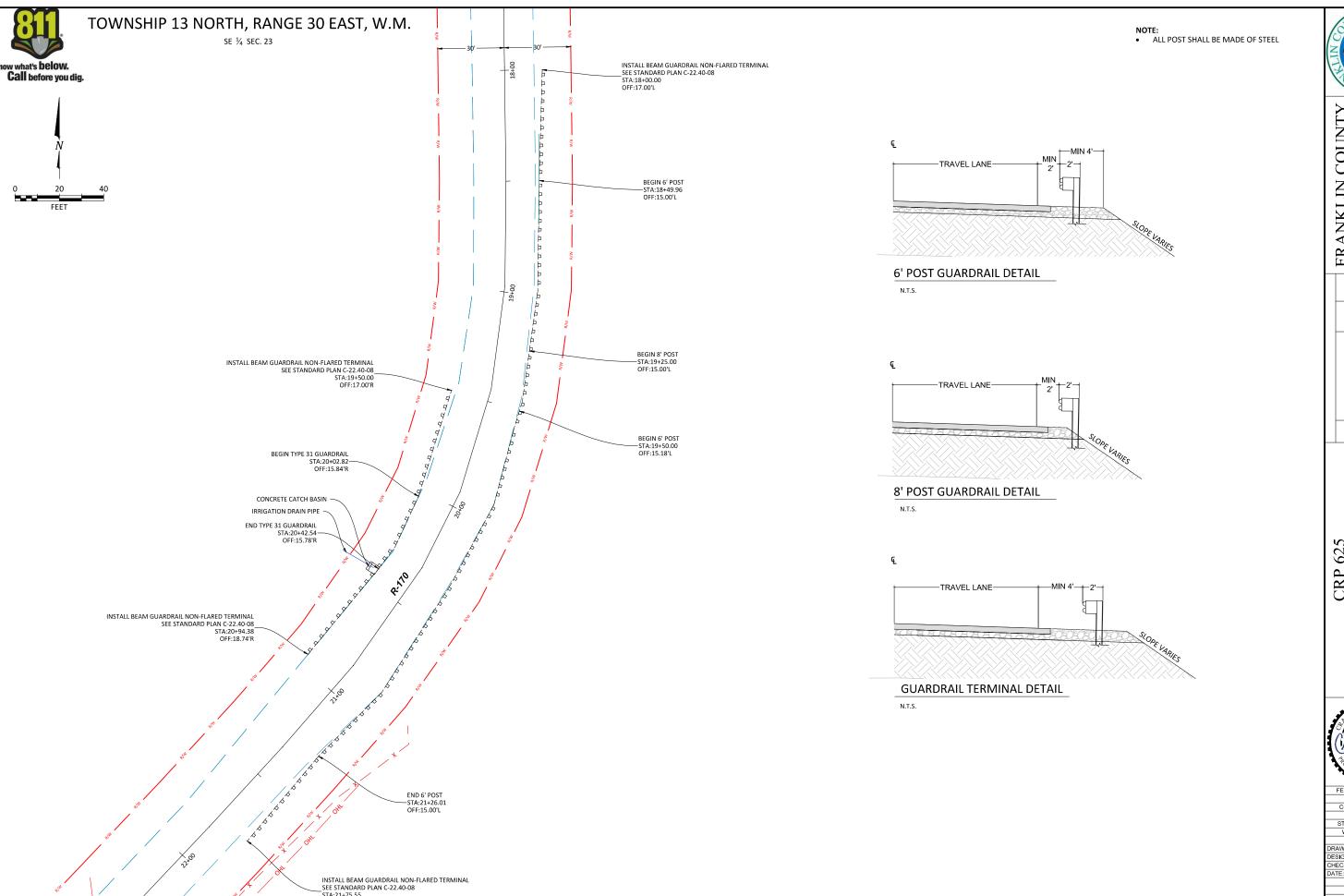
FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT
3416 STEARMAN AVE.
PASCO, WA 99301
(509)545-3514
WEB:WWW.CO.FRANKLIN.WA.US

CRP 625 GUARDRAIL/CURVE IMPROVEMENTS SUMMARY OF QUANTITY



G103





FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT
3416 STEARMAN AVE.
PASCO, WA 99301
(509)545-3514
WEB:WWW.CO.FRANKLIN.WA.US

CRP 625 GUARDRAIL/CURVE IMPROVEMENTS

A. SITE PLAN R-170 (MP 0.16)

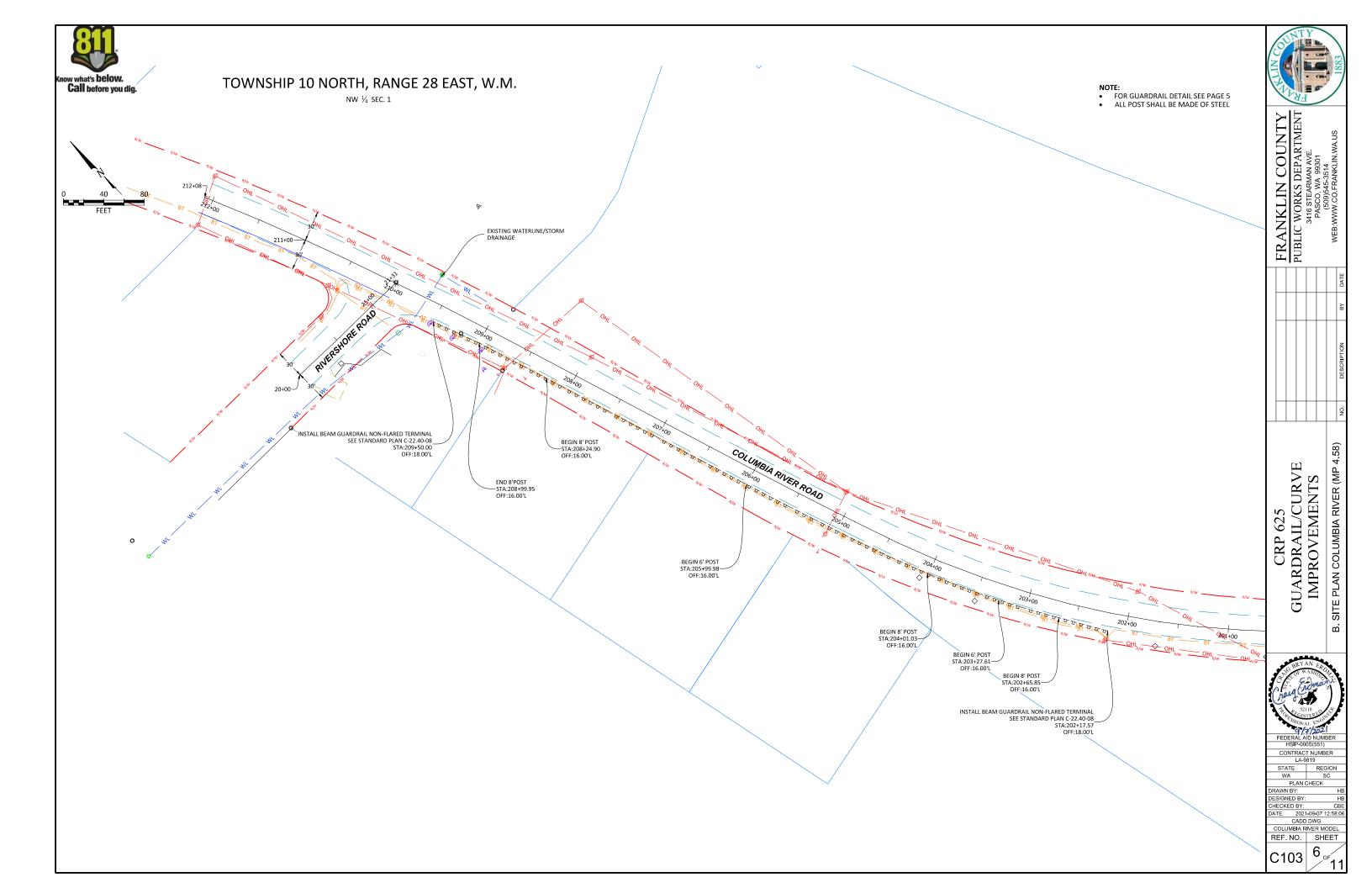


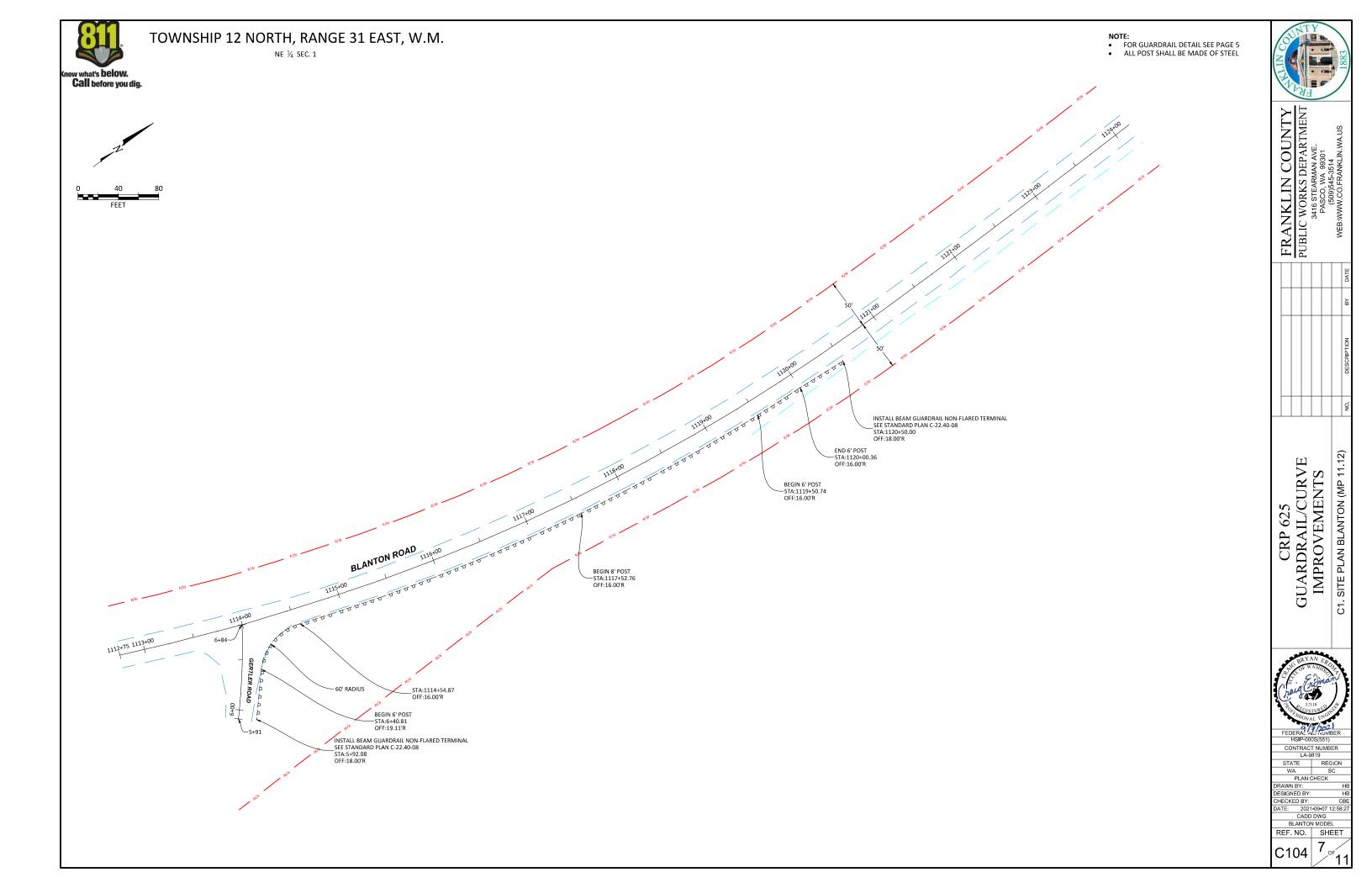
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DATE: 2021-09-07 12:57:44

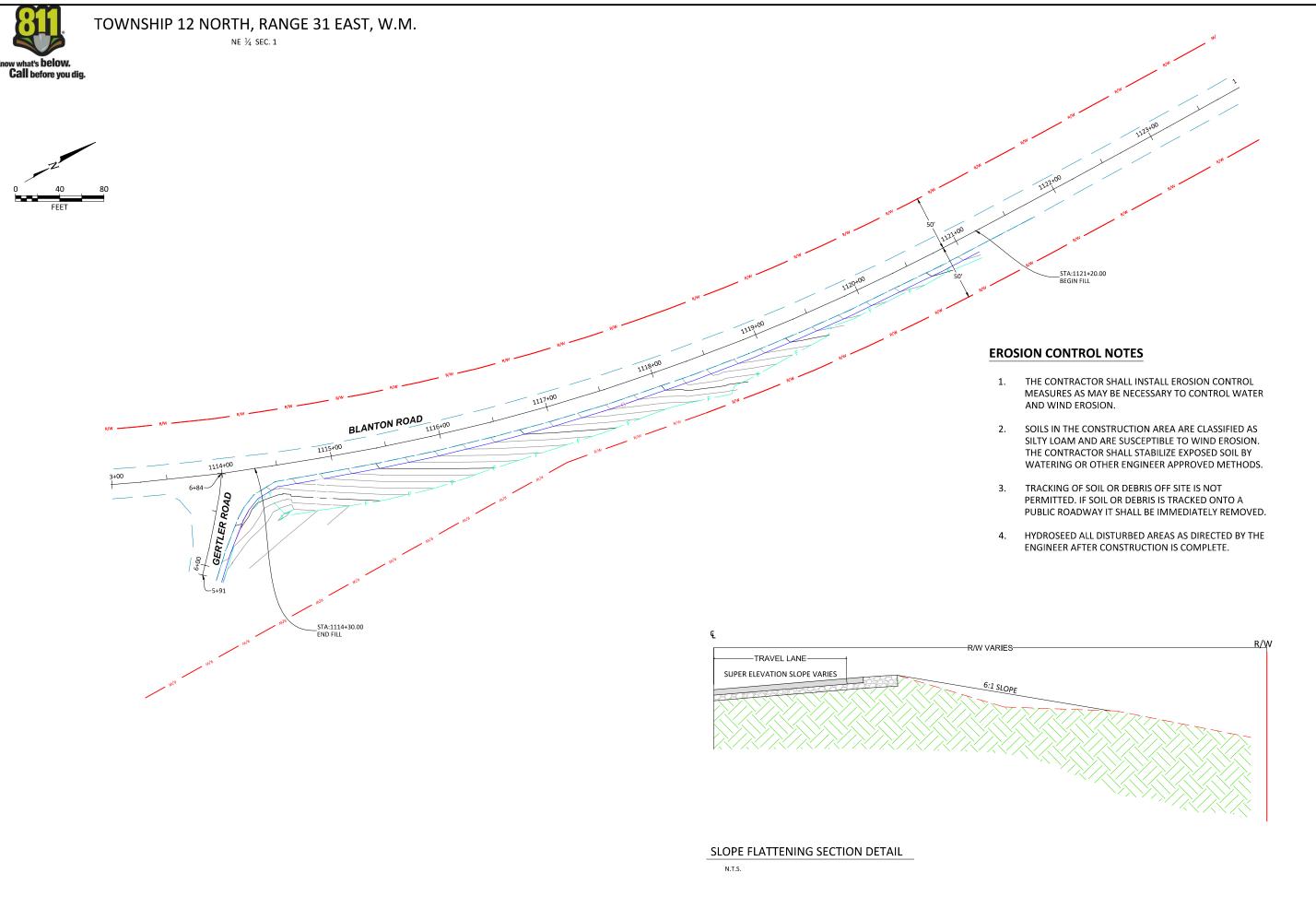
CADD DWG

R-170 MODEL

REF. NO. SHEET







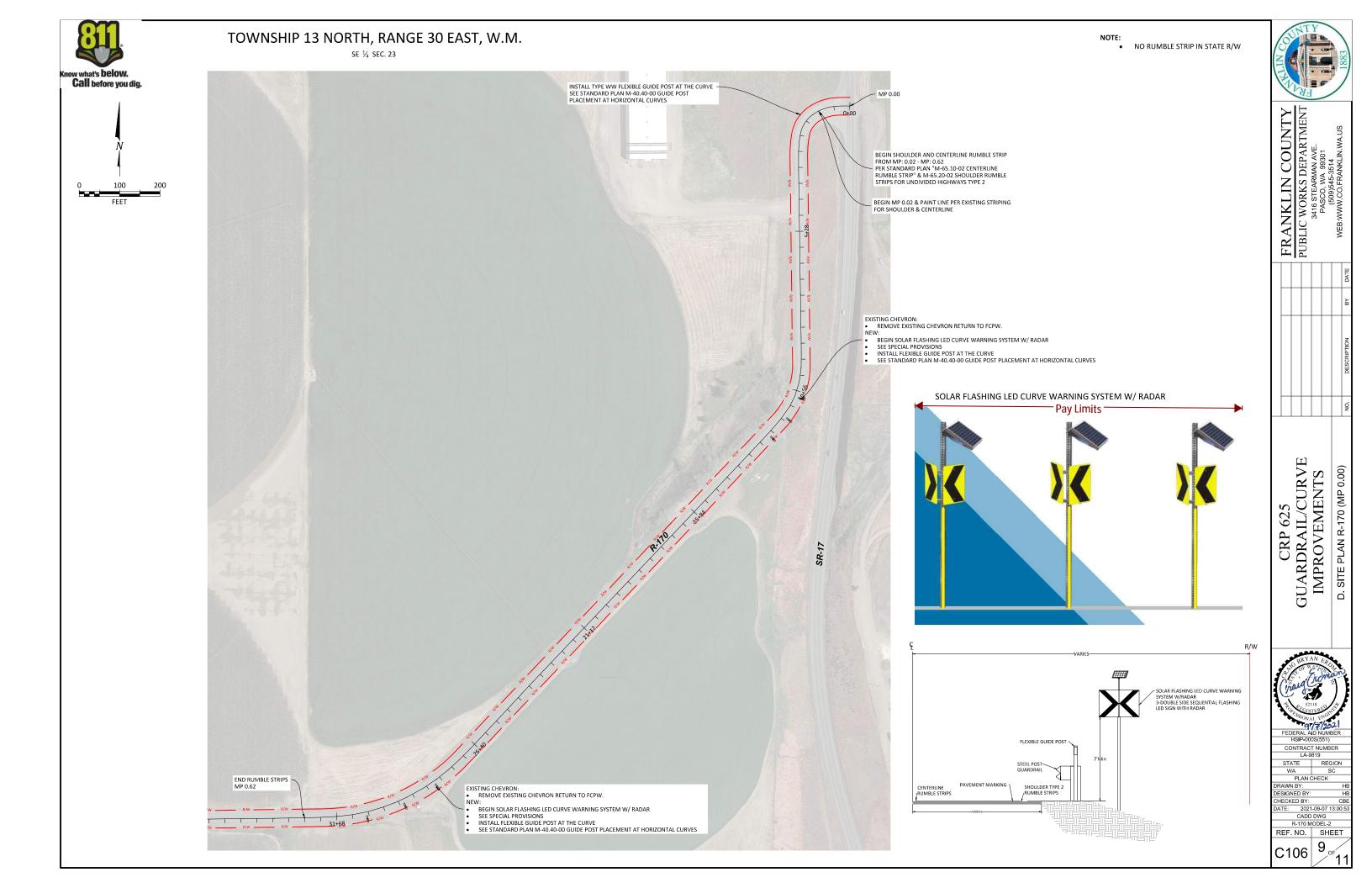


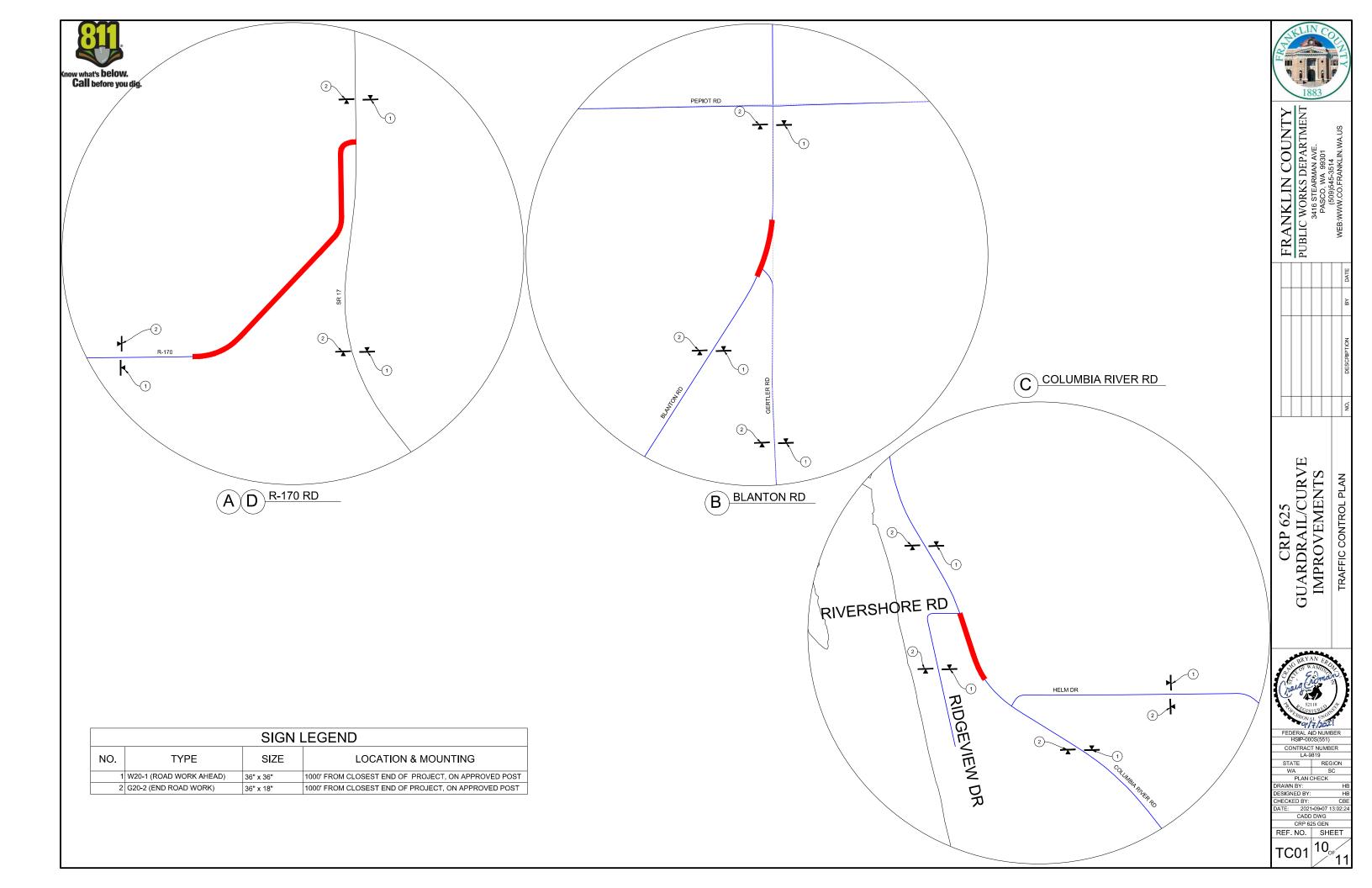
SITE PLAN BLANTON SLOPE (MP 11.12) CRP 625 GUARDRAIL/CURVE IMPROVEMENTS

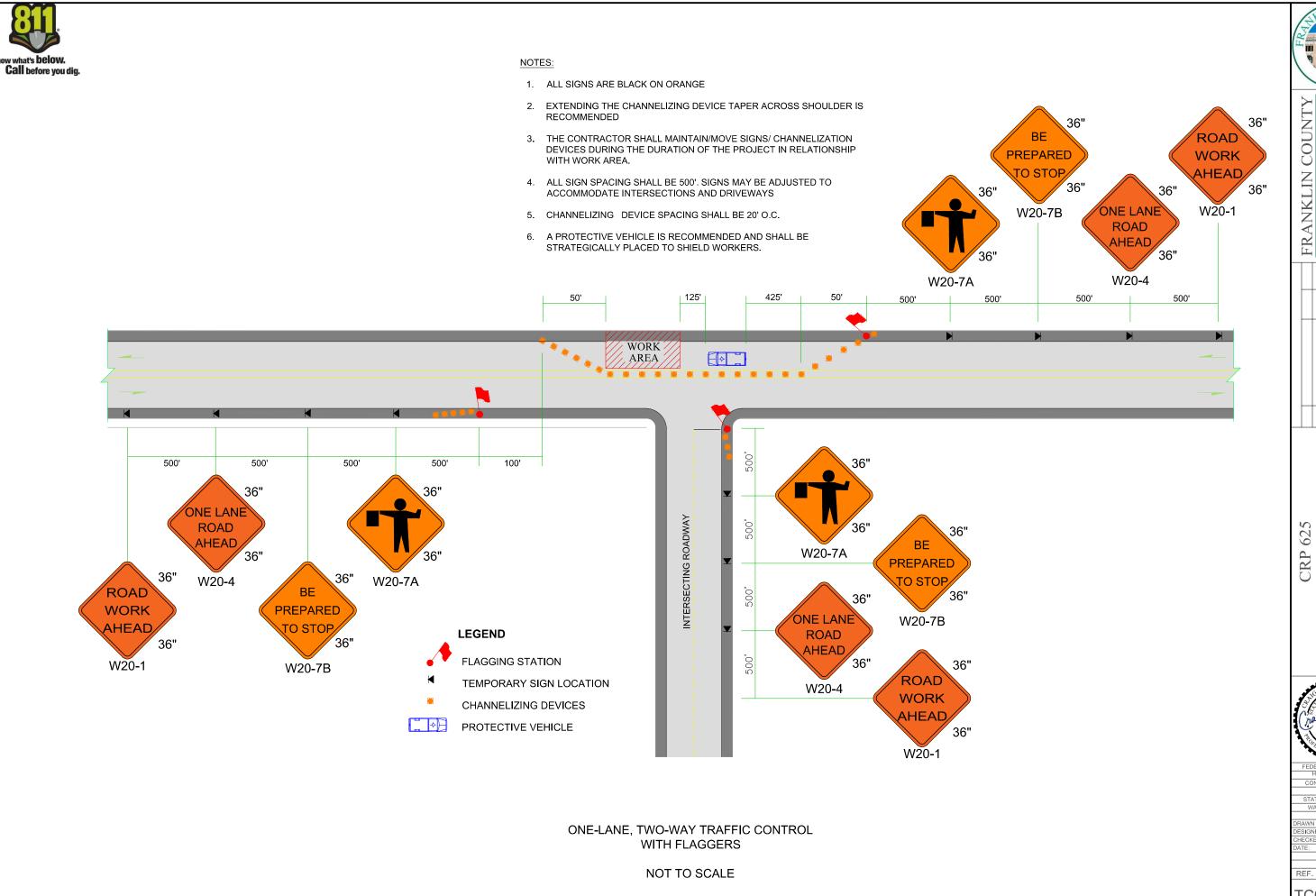
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REF. NO. SHEET

C105









FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT
3416 STEARMAN AVE.
PASCO, WA 99301
(509)545-3514

**IMPROVEMENTS** 



REF. NO. SHEET

TC02

# **APPENDIX**

LEAD HANDLING PROCEDURES FOR BLANTON GUARDRAIL WAC 296-155-17650 APPENDIX A TO WAC 296-155-176 - LEAD

# SECTION 02080 - LEAD HANDLING PROCEDURES

#### **PART 1 - GENERAL**

#### 1.1 SCOPE

A. This section covers all Contractors performing any task such as demolition, selective deconstruction, component removal, sanding, patching, paint preparation, on-site chemical stripping, torch burning, welding, abrasive blasting, or any task performed on painted surfaces that may result in occupational exposures to lead. All Contractors performing tasks as identified under WAC 296-155-176 (Lead in Construction) shall be required to perform work in accordance with the standard and these specifications.

- B. Work Requirements under this section include but are not limited to: initial testing and evaluation of work practices, development of a written lead compliance program, lead awareness training, employee monitoring, respiratory protection, engineering controls, containment, wash facilities, and signage.
- C. Lead-containing paint has been identified on the Blanton Road Guardrail. Contractors are to assume all painted surfaces to be lead containing.
- D. Any Contractor that is subject to potential lead exposure shall provide all labor, materials, equipment, and services necessary to comply with the L&I standard.
- E. The Contractor and any Subcontractors shall endeavor to select work methods that minimize the creation or spreading of paint chips and lead dust. Work practices or surface preparation methods (e.g., dry sanding, mechanical demolition, abrasive blasting) that create dust must be readily controlled via wet methods or by using basic work area isolation.

# 1.2 RELATED WORK

- A. The Contracting Agency may retain an Environmental Consultant to perform the following for quality control purposes:
  - 1. Take and analyze air, surface wipe, soil, and waste disposal samples before, during, and after lead handling activities.
  - 2. Observe work by the Contractor and Subcontractors.
  - 3. Monitor the Contractor's compliance with regulatory and specification requirements.

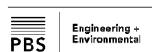
- B. Related Work Specified Elsewhere:
  - 1. Deconstruction / Demolition

# 1.3 COMMUNICATION OF HAZARDS

- A. All Contractors and Subcontractors working on this site are to be aware of the presence of lead in painted and coated surfaces. All impacts to surfaces known or presumed to contain lead are required to comply with this section.
- B. The Contractor is to communicate to the recipient of reused or recycled materials the presence of lead-containing paint.

# 1.4 **DEFINITIONS**

- A. Action Level: Employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period.
- B. Air Monitoring: The process of measuring the airborne concentrations of a specific volume of air in a stated period of time.
- C. Atomic Absorption: A method of measuring elements such as lead. The lead is vaporized at high temperature, usually several thousand degrees, and light of a very specific wavelength is shined through the vapor.
- D. Biological Monitoring: The analysis of a person's blood and/or urine, to determine the level of lead contamination in the body.
- E. Containment: A process for protecting both workers and the environment by controlling exposures to lead dust and debris created during lead handling tasks.
- F. Contractor: The General Contractor, Subcontractor, Abatement Contractor, or other persons performing lead handling procedures specified herein.
- G. Engineering Controls: Measures implemented at the work site to contain, control, and/or otherwise reduce exposure to lead dust and debris.
- H. Exposure Monitoring: The personal air monitoring of an employee's breathing zone to determine the amount of contaminant (e.g., lead) to which he/she is exposed.
- I. Fixed Object: Fixtures which are attached to the building or are too heavy or bulky to remove from the work area.
- J. Independent Testing Laboratory: A qualified AIHA ELPAT laboratory financially independent from and hired by the Contracting Agency or the Contractor.
- K. Industrial Hygienist: The representative assigned to monitor work progress, perform sampling, and visually inspect areas during and after lead handling procedures. The Industrial Hygienist will be certified by the American Board of Industrial Hygiene or

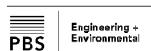


be an industrial hygienist in training, or be an individual with other appropriate education or experience.

- L. Medical Removal: The temporary removal of workers due to elevated blood lead levels as defined in the L&I Lead Standard.
- M. Micrograms: One millionth of a gram:  $\mu g$ . The prefix "micro" means "1/1,000,000 of" (one millionth of).
- N. Movable Object: Furnishings which are not attached to the building structure and can be removed from the work area.
- O. Off-Site Paint Removal: The removal of paint at a site away from the project, such as the stripping of lead paint from the surface of a component at the facilities of a commercial paint-stripping operation occurring in chemical tanks.
- P. Paint Removal: Stripping or removal of lead paint from surfaces of components.
- Q. Permissible Exposure Limit (PEL): Employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 50 micrograms per cubic meter of air averaged over an 8-hour period.
- R. ppm: Stands for "parts per million," meaning the weight of one part per weight of the total amount of material. For example, a lead concentration of 1 ppm expresses the ratio of one gram of lead dissolved into one million (1,000,000) grams of water.
- S. Public Area: Any area outside the isolated work area. When work area isolation measures are removed, the work area becomes a public area.
- T. Regulated Area: An area where the PEL has been or is expected to be exceeded, and where only trained personnel with appropriate personal protective equipment are allowed.
- U. TCLP: Toxic Characteristic Leaching Procedure is one of the tests for the determinations of whether a solid waste is classified as a hazardous substance via EPA Method 1311.

#### 1.5 SUBMITTALS AND NOTICES

- A. The Contractor shall submit a copy of the following information to the Contracting Agency or Environmental Consultant prior to beginning work on the project.
  - 1. WORKER TRAINING PROGRAM. Submit written proof indicating that all employees impacting lead-containing materials have received training per WAC 296-155-176.
  - 2. LEAD COMPLIANCE PLAN. Submit a written "Compliance Plan" satisfactory to the Contracting Agency and Environmental Consultant describing the methods for lead handling procedures and plans for location of decontamination enclosure systems, worker training and protection measures, engineering controls, dust control and collection techniques, etc., in compliance with WAC 296-155-176,



these Specifications, and other applicable regulations. The Contractor shall update the Lead Compliance Plan as necessary while work progresses. The general Contractor may elect to incorporate affected Subcontractor's individual work plans into an overall project lead compliance program.

- 3. PRODUCT INFORMATION AND MATERIAL SAFETY DATA SHEETS. Submit complete product information for chemical removal agents and for any materials, products, and procedures for which the Contractor requests approval for use on this job. The Contractor shall identify any concerns with possible chemical reaction with new materials, coatings, etc., to be installed after chemical stripping.
- B. Contractor shall not begin work until submittals are complete, reviewed, and accepted by the Contracting Agency and the Environmental Consultant. Allow a five-day review period.
- C. During the work, the Contractor shall submit all sampling and exposure monitoring data in a timely manner.

## 1.6 LEAD EXPOSURE MONITORING AND TESTING REQUIREMENTS

- A. Contractors are responsible for and shall perform employee exposure assessments as required under WAC 296-155-176 for any employees performing tasks that may result in exposures above the Action Level.
- B. An Independent Testing Laboratory shall be retained by the Contractor. All exposure monitoring analysis shall be performed in accordance with federal and state regulations.
- C. The Contracting Agency reserves the right to monitor Contractor's performance via air, dust wipe, and TCLP samples during removal work, in addition to the Contractor's exposure monitoring and testing.

## 1.7 QUALITY ASSURANCE

- A. Periodic monitoring of air and surface dust may be analyzed by the Environmental Consultant in occupied spaces and containment areas for quality control purposes. The following lead exposure limits shall apply to all areas where lead handling procedures are undertaken.
  - 1. Air Samples:

30 μg/m³ - OSHA Action Level
 (8-hour Time-Weighted Average)
 50 μg/m³ - OSHA Permissible Exposure Limit
 (8-hour Time-Weighted Average)

2. Dust Samples (Expected levels at completion of major demolition):

40 μg/ft<sup>2</sup> - Clearance for stripped surfaces, components, etc.



40 μg/ft<sup>2</sup> - Clearance Level for floors

250 µg/ft<sup>2</sup> - Clearance Level for interior window sills

250 μg/ft<sup>2</sup> - Clearance Level for rough surfaces

400 μg/ft<sup>2</sup> - Clearance Level for window troughs

Note: The Contracting Agency may elect to use these cleanliness criteria for this project.

3. Blood Lead Levels:

40 μg/dl - (OSHA) permissible blood level for worker
50 μg/dl - (OSHA) blood level requiring medical removal of worker

4. Dispose of as Hazardous Waste:

5 ppm lead (analyzed as "leachable" using Toxicity Characteristic Leaching Procedure - TCLP EPA Method 1311)

- 5. Paint: Painted surfaces with lead concentrations greater than the limits of detection as determined by atomic absorption, EPA Method 7420-3050.
- 6. Soil:

400 ppm – High-Traffic Play Areas 1,200 ppm – Non-Play Areas

- 7. Waste Water: (0.7 mg/L lead or less to dispose of in the sanitary sewer) Verify local requirements.
- B. If, at any time during the work, analysis of occupied area air or wipe samples taken by the Contractor, Contracting Agency, or Contracting Agency's representative, indicates a concentration in excess of the allowable maximums specified, the Contractor shall immediately notify:
  - 1. The general Contractor's superintendent
  - 2. The Environmental Consultant:

PBS Engineering and Environmental Inc.

Attn: John Price 509.942.1600

C. Immediately upon being notified of concentrations exceeding the specified maximum allowable levels, the Contractor shall perform the following steps in the order presented, at no additional cost to the Contracting Agency:

- 1. Stop lead-related work.
- 2. The Environmental Consultant will determine the affected area and affected adjacent areas considered to be contaminated and will determine the actions to be taken.
- 3. Modify work procedures, if feasible and make other changes determined to be the possible cause of high lead concentrations.
- 4. Carefully resume work under close supervision and monitoring.
- 5. The Contractor shall be responsible for costs of any testing, cleanup, repair, downtime loss, etc., that is a result of the Contractor's negligence, poor maintenance of containment areas, or improper procedures.

## 1.8 PERSONNEL PROTECTION

# A. Training

- 1. When demolition or lead handling activities result or are expected to exceed the Action Level, the Contractor shall follow personnel protection and work area isolation procedures outlined in this section.
- 2. Prior to commencement of work, Contractor shall ensure all workers have been adequately trained as specified in WAC 296-155-176. The Contractor shall provide and post at hand-wash locations the decontamination, respirator, and work procedures to be followed by the workers as outlined in the written Lead Compliance Program.
- 3. Workers shall not eat, drink, chew gum, or apply cosmetics in the established work area. Smoking or using other tobacco products is prohibited.
- 4. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of lead-containing or contaminated material and until final cleanup is completed.

# B. Building Security and Protection

- 1. The Contractor shall post adequate warning signs at all potential entrances to work areas as required by Ecology and L&I.
- 2. Contractor shall protect all existing fixed equipment, existing building finishes that are to remain, and existing systems and functions from damage. Extra precautions are to be taken in protecting existing electrical panels, light fixtures, etc. Any damage to existing building, services, and/or equipment shall be remedied by the Contractor at his expense.
- 3. Contractor shall maintain access and use of existing fire lanes.

# 1.9 SAFETY

A. With regard to the work of this contract, the safety of the Contractor's employees, the Contracting Agency's employees, and the public is the sole responsibility of the Contractor.



#### 1.10 PROTECTION

A. Damaged or deteriorating materials shall not be used and shall be removed from the premises by the Contractor. Materials that become contaminated with lead shall be cleaned to an acceptable clearance level or be disposed of in accordance with the applicable regulations.

#### 1.11 SUBCONTRACTORS

A. Any Subcontractors employed by the Contractor shall be bound to all the work and safety standards specified elsewhere in this Specification. Subcontractor's personnel shall be fully trained and supervised by the Contractor during performance of this work.

#### **PART 2 - PRODUCTS**

# 2.1 MATERIALS

- A. Plastic Sheet: Plastic sheet shall be fire-retardant polyethylene material sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be 6-mil.
- B. Plastic Bags: Plastic bags shall be 6-mil polyethylene printed with warning labels per L&I and Ecology regulations.
- C. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water.
- D. Disposal Containers: Disposal containers for all listed hazardous waste shall be WSDOT-approved 55-gallon steel drums or equivalent.
- E. Warning Labels and Signs: Warning labels and signs shall be posted as required by federal and state regulations.
- F. Chemical Strippers: Use of chemical strippers shall require review from the Contracting Agency, Architect, General Contractor, and Environmental Consultant.

#### 2.2 TOOLS AND EQUIPMENT

- A. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for high-phosphate wash water application.
- B. Scaffolding: Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations. All special scaffolding shall have drawings and calculations stamped and signed by a civil or structural engineer registered in the state of Washington.
- C. Electrical: Electrical tools, equipment, and lighting shall meet all applicable codes and regulations. Ground fault protection, as required by L&I, shall be in effect at all

times. Contractor shall take all additional precautions and measures necessary to ensure a safe working environment during wet removal.

#### **PART 3 - EXECUTION**

## 3.1 WORK AREA CONTAINMENT PREPARATION

- A. The Contractor shall perform lead handling procedures under full or partial containment when work practices are expected to create exposures greater than the Permissible Exposure Limit (PEL) of 50 µg/m³. The following lead handling procedures shall always be performed under full containment: abrasive blasting, welding and torch cutting, grinding or dry sanding, heat gun removal, and chemical stripping of lead paints with volatile and caustic chemicals. Partial containment will be acceptable for tasks such as selective demolition, spot chemical removal, and patching of surfaces.
- B. Contractor shall perform the following containment procedures in the order in which they are presented. Alternative engineering control methods considered by the Contractor must be proven by historical data and approved by the Environmental Consultant. The liberal use of water spray, ventilation, and HEPA air filtration devices are most effective for reducing airborne lead concentrations.

# 3.2 PARTIAL CONTAINMENT WORK AREA PREPARATION

- A. Tasks requiring partial containment include items such as: selective demolition, exterior paint removal, patching and repair of painted components, and other tasks where incidental exposures to airborne lead concentrations are likely to occur. Historical monitoring of similar procedures may alleviate partial containment requirements.
- B. Contractor shall perform the following procedures in the order in which they are presented and describe procedures for exterior paint removal and other work in non-isolated work areas.
  - 1. Cover the ground and other surfaces below work area with 6-mil plastic sheeting.
  - 2. Have cleanup equipment and supplies, including HEPA vacuum, wash water, disposal bags, mop, buckets, towels, and sponges, on hand prior to start of abatement work.
- C. When work is complete, the Contractor shall remove all visible debris from the work area. Once area has been cleaned, the Contractor shall perform dust wipe sampling as specified in this section. If the area is clean and free of dust and debris, but sample analysis shows concentrations above the stated levels.

# 3.3 WASTE DISPOSAL

A. General: Disposal of building demolition waste coated with lead-based paint will generally not require a hazardous waste determinations (i.e., TCLP testing) if demolition debris is disposed of at a solid waste landfill that is permitted by Ecology

or EPA and which meets the current design standards for municipal solid waste disposal facilities of 40 CFR Part 258.

B. Please refer to WAC 173-303, Dangerous Waste Regulations for proper disposal of lead-based painted demolition waste.

Other Contractor concentrated generated waste streams shall be tested and properly disposed of by the Contractor. Concentrated lead-based paint waste will require a hazardous waste determinations (i.e., TCLP testing).

# **END OF SECTION 02080**

- WAC 296-155-17650 Appendix A to WAC 296-155-176—Substance data sheet for occupational exposure to lead. The information contained in the appendices to WAC 296-155-176 is not intended by itself, to create any additional obligations not otherwise imposed by this standard nor detract from any existing obligation.
  - (1) Substance identification.
- (a) Substance: Pure lead (Pb) is a heavy metal at room temperature and pressure and is a basic chemical element. It can combine with various other substances to form numerous lead compounds.
- (b) Compounds covered by the standard: The word "lead" when used in this standard means elemental lead, all inorganic lead compounds and a class of organic lead compounds called lead soaps. This standard does not apply to other organic lead compounds.
- (c) Uses: Exposure to lead occurs in several different occupations in the construction industry, including demolition or salvage of structures where lead or lead-containing materials are present; removal or encapsulation of lead-containing materials, new construction, alteration, repair, or renovation of structures that contain lead or materials containing lead; installation of products containing lead. In addition, there are construction related activities where exposure to lead may occur, including transportation, disposal, storage, or containment of lead or materials containing lead on construction sites, and maintenance operations associated with construction activities.
- (d) Permissible exposure: The permissible exposure limit (PEL) set by the standard is 50 micrograms of lead per cubic meter of air  $(50~\mu g/m^3)$ , averaged over an 8-hour workday.
- (e) Action level: The standard establishes an action level of 30 micrograms of lead per cubic meter of air (30  $\mu g/m^3$ ), averaged over an 8-hour workday. The action level triggers several ancillary provisions of the standard such as exposure monitoring, medical surveillance, and training.
  - (2) Health hazard data.
- (a) Ways in which lead enters your body. When absorbed into your body in certain doses, lead is a toxic substance. The object of the lead standard is to prevent absorption of harmful quantities of lead. The standard is intended to protect you not only from the immediate toxic effects of lead, but also from the serious toxic effects that may not become apparent until years of exposure have passed. Lead can be absorbed into your body by inhalation (breathing) and ingestion (eating). Lead (except for certain organic lead compounds not covered by the standard, such as tetraethyl lead) is not absorbed through your skin. When lead is scattered in the air as a dust, fume respiratory tract. Inhalation of airborne lead is generally the most important source of occupational lead absorption. You can also absorb lead through your digestive system if lead gets into your mouth and is swallowed. If you handle food, cigarettes, chewing tobacco, or make-up which have lead on them or handle them with hands contaminated with lead, this will contribute to ingestion. A significant portion of the lead that you inhale or ingest gets into your blood stream. Once in your blood stream, lead is circulated throughout your body and stored in various organs and body tissues. Some of this lead is quickly filtered out of your body and excreted, but some remains in the blood and other tissues. As exposure to lead continues, the amount stored in your body will increase if you are absorbing more lead than your body is excreting. Even though you may not be aware of any immediate symp-

toms of disease, this lead stored in your tissues can be slowly causing irreversible damage, first to individual cells, then to your organs and whole body systems.

- (b) Effects of overexposure to lead.
- (i) Short term (acute) overexposure. Lead is a potent, systemic poison that serves no known useful function once absorbed by your body. Taken in large enough doses, lead can kill you in a matter of days. A condition affecting the brain called acute encephalopathy may arise which develops quickly to seizures, coma, and death from cardiorespiratory arrest. A short term dose of lead can lead to acute encephalopathy. Short term occupational exposures of this magnitude are highly unusual, but not impossible. Similar forms of encephalopathy may, however, arise from extended, chronic exposure to lower doses of lead. There is no sharp dividing line between rapidly developing acute effects of lead, and chronic effects which take longer to acquire. Lead adversely affects numerous body systems, and causes forms of health impairment and disease which arise after periods of exposure as short as days or as long as several years.
- (ii) Long-term (chronic) overexposure. Chronic overexposure to lead may result in severe damage to your blood-forming, nervous, urinary and reproductive systems. Some common symptoms of chronic overexposure include loss of appetite, metallic taste in the mouth, anxiety, constipation, nausea, pallor, excessive tiredness, weakness, insomnia, headache, nervous irritability, muscle and joint pain or soreness, fine tremors, numbness, dizziness, hyperactivity and colic. In lead colic there may be severe abdominal pain. Damage to the central nervous system in general and the brain (encephalopathy) in particular is one of the most severe forms of lead poisoning. The most severe, often fatal, form of encephalopathy may be preceded by vomiting, a feeling of dullness progressing to drowsiness and stupor, poor memory, restlessness, irritability, tremor, and convulsions. It may arise suddenly with the onset of seizures, followed by coma, and death. There is a tendency for muscular weakness to develop at the same time. This weakness may progress to paralysis often observed as a characteristic "wrist drop" or "foot drop" and is a manifestation of a disease to the nervous system called peripheral neuropathy. Chronic overexposure to lead also results in kidney disease with few, if any, symptoms appearing until extensive and most likely permanent kidney damage has occurred. Routine laboratory tests reveal the presence of this kidney disease only after about two-thirds of kidney function is lost. When overt symptoms of urinary dysfunction arise, it is often too late to correct or prevent worsening conditions, and progression to kidney dialysis or death is possible. Chronic overexposure to lead impairs the reproductive systems of both men and women. Overexposure to lead may result in decreased sex drive, impotence and sterility in men. Lead can alter the structure of sperm cells raising the risk of birth defects. There is evidence of miscarriage and stillbirth in women whose husbands were exposed to lead or who were exposed to lead themselves. Lead exposure also may result in decreased fertility, and abnormal menstrual cycles in women. The course of pregnancy may be adversely affected by exposure to lead since lead crosses the placental barrier and poses risks to developing fetuses. Children born of parents either one of whom were exposed to excess lead levels are more likely to have birth defects, mental retardation, behavioral disorders or die during the first year of childhood. Overexposure to lead also disrupts the blood-forming system resulting in decreased hemoglobin (the substance in the blood that carries oxygen to the cells) and ultimately anemia.

Anemia is characterized by weakness, pallor and fatigability as a result of decreased oxygen carrying capacity in the blood.

(iii) Health protection goals of the standard. Prevention of adverse health effects for most workers from exposure to lead throughout a working lifetime requires that a worker's blood lead level (BLL, also expressed as PbB) be maintained at or below 40 micrograms per deciliter of whole blood (40  $\mu g/dl$ ). The blood lead levels of workers (both male and female workers) who intend to have children should be maintained below 30 µg/dl to minimize adverse reproductive health effects to the parents and to the developing fetus. The measurement of your blood lead level (BLL) is the most useful indicator of the amount of lead being absorbed by your body. Blood lead levels are most often reported in units of milligrams (mg) or micrograms (µg) of lead (1 mg = 1000  $\mu$ g) per 100 grams (100g), 100 milliliters (100 ml) or deciliter (dl) of blood. These 3 units are essentially the same. Sometime BLLs are expressed in the form of mg% or µg%. This is a shorthand notation for 100g, 100 ml, or dl. (References to BLL measurements in this standard are expressed in the form of  $\mu g/dl$ .)

BLL measurements show the amount of lead circulating in your blood stream, but do not give any information about the amount of lead stored in your various tissues. BLL measurements merely show current absorption of lead, not the effect that lead is having on your body or the effects that past lead exposure may have already caused. Past research into lead-related diseases, however, has focused heavily on associations between BLLs and various diseases. As a result, your BLL is an important indicator of the likelihood that you will gradually acquire a lead-related health impairment or disease.

Once your blood lead level climbs above 40 µg/dl, your risk of disease increases. There is a wide variability of individual response to lead, thus it is difficult to say that a particular BLL in a given person will cause a particular effect. Studies have associated fatal encephalopathy with BLLs as low as 150 µg/dl. Other studies have shown other forms of diseases in some workers with BLLs well below 80 µg/dl. Your BLL is a crucial indicator of the risks to your health, but one other factor is also extremely important. This factor is the length of time you have had elevated BLLs. The longer you have an elevated BLL, the greater the risk that large quantities of lead are being gradually stored in your organs and tissues (body burden). The greater your overall body burden, the greater the chances of substantial permanent damage. The best way to prevent all forms of lead-related impairments and diseases-both short term and long term-is to maintain your BLL below 40 µg/dl. The provisions of the standard are designed with this end in mind.

Your employer has prime responsibility to assure that the provisions of the standard are complied with both by the company and by individual workers. You, as a worker, however, also have a responsibility to assist your employer in complying with the standard. You can play a key role in protecting your own health by learning about the lead hazards and their control, learning what the standard requires, following the standard where it governs your own actions, and seeing that your employer complies with provisions governing employee actions.

(iv) Reporting signs and symptoms of health problems. You should immediately notify your employer if you develop signs or symptoms associated with lead poisoning or if you desire medical advice concerning the effects of current or past exposure to lead or your ability to

have a healthy child. You should also notify your employer if you have difficulty breathing during a respirator fit test or while wearing a respirator. In each of these cases, your employer must make available to you appropriate medical examinations or consultations. These must be provided at no cost to you and at a reasonable time and place. The standard contains a procedure whereby you can obtain a second opinion by a physician of your choice if your employer selected the initial physician.

[Statutory Authority: RCW 49.17.010, 49.17.040, 49.17.050, 49.17.060. WSR 16-09-085, \$ 296-155-17650, filed 4/19/16, effective 5/20/16. Statutory Authority: Chapter 49.17 RCW. WSR 93-22-054 (Order 93-07), \$ 296-155-17650, filed 10/29/93, effective 12/10/93.]