

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: February 22, 2023	PREPARED BY: Kathleen Neuman, Project Manager
Meeting Date Requested: March 7, 2023	PRESENTED BY: Craig Erdman, PE, Director/Engineer
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Resolution and execute the contract provisions and plans for County Road Maintenance Project (CRMP) 2020-002 – Burr Canyon Guardrail Replacement project to Frank Gurney, Inc of Spokane Valley, Washington.	
FISCAL IMPACT: Federal Emergency Management Agency (FEMA) and Washington State Military Department has awarded \$902,322.97 towards the CRMP 2020-002 Burr Canyon Guardrail Replacement project. Franklin County Public Works will pay 12.5% of the eligible non-federal share of approximately \$128,903.28. Total estimated cost for this project is \$1,031,226.25 including staff's time. Public Works has funds in the 2023 County Road's budget for the 12.5% match.	
BACKGROUND: January 31 st , the Board of County Commissioners awarded the above-mentioned contract to Frank Gurney, Inc for \$681,303.00 excluding sales tax. Frank Gurney, Inc has submitted the appropriate insurance forms, performance bond, and payment bond for this contract. Public Works is prepared to execute the contract for the CRMP 2020-002 Burr Canyon Guardrail Replacement project.	
COORDINATION: This agenda item was prepared under the supervision of Craig Erdman, Director/Engineer, and Duane Davidson, Interim County Administrator whom have concurred with our recommendation.	
RECOMMENDATION: Approve attached resolution and execute the contract for the construction of CRMP 2020-002 Burr Canyon Guardrail Replacement project.	
ATTACHMENTS: (Documents you are submitting to the Board) <ol style="list-style-type: none">1. Resolution executing contract2. Contract Provisions and Plans for CRMP 2020-002 Burr Canyon Guardrail Replacement project (3 originals)	
HANDLING / ROUTING: (Once document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Please return two (2) signed original contracts to Kathleen Neuman, Public Works	

I certify the above information is accurate and complete.

Name: *Craig Erdman*

Title: PW Director/County Engineer

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COMMISSIONERS OF
FRANKLIN COUNTY, WASHINGTON**

***EXECUTING CONTRACT BETWEEN FRANKLIN COUNTY AND
FRANK GURNEY, INC FOR CRMP 2020-002 – BURR CANYON GUARDRAIL REPLACEMENT***

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into attached contract as being in the best interest of Franklin County,

NOW, THEREFORE, BE IT RESOLVED that the attached contract between Franklin County and Frank Gurney, Inc of Spokane Valley, Washington for CRMP 2020-002 – Burr Canyon Guardrail Replacement is hereby approved by the Board.

APPROVED this _____ day of March, 2023

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

Attest:

Clerk of the Board

CONTRACT DOCUMENTS

**CRMP 2020-002
BURR CANYON GUARDRAIL REPLACEMENT**

FEMA-4584-DR-WA PW NO. 45





FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT



CRMP 2020-002

BURR CANYON GUARDRAIL REPLACEMENT

FEMA 4584-DR-WA PW NO. 45

TABLE OF CONTENTS
FRANKLIN COUNTY
CRMP 2020-002 – BURR CANYON GUARDRAIL REPLACEMENT
FEMA 4584-DR-WA PW NO. 45

INVITATION TO BID

BID PROPOSAL

- Bid Proposal
- Non-Collusion Declaration
- Certification for Federal-Aid Contracts
- Proposal Bond
- Local Agency Subcontractor List
- Contractor Certification of Wage Law Compliance – Responsibility Criteria

CONTRACT

- Contract
- Public Works Payment Bond
- Public Works Performance Bond

PROVISIONS

- Franklin County Special Provisions
- Required Federal-Aid Contract Provisions

WAGE RATES

- State Wage Rates
- Benefit Code Key
- Washington L&I Policy Statement

STANDARD PLAN

CONSTRUCTION PLAN SHEETS

INVITATION TO BID

CRMP 2020-002 – BURR CANYON GUARDRAIL REPLACEMENT FEMA-4584-DR-WA PW NO. 45

Franklin County Public Works is inviting and requesting bid proposals for **CRMP 2020-002 – Burr Canyon Guardrail Replacement**.

The project replaces existing guardrail on Burr Canyon Road that was either destroyed or compromised during the 2020 Washington Wildfires and Straight-Line Winds Event Disaster Number FEMA-4584-DR-WA. Approximately, 40 terminals and 11,510 linear feet of guardrail will be replaced. The project site is located on Burr Canyon Road approximately 10 miles south of the City of Kahlotus (46.508383°, -118.657456° to 46.515573°, -118.606367°).

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 County Engineer, Franklin County Public Works Department, 3416 Stearman Avenue, Pasco, Washington, 99301 **until 9:00 AM, Wednesday, January 11th, 2023**, 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 www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8353889 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 info@questcdn.com 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 on the Franklin County Public Works website, the Office of the County Engineer of Franklin County, and the Office of the Franklin County Commissioners both in Pasco, Washington.

The following is applicable to Federal-aid projects:

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 15th day of December 2022.

FRANKLIN DIRECTOR/COUNTY ENGINEER
FRANKLIN COUNTY, WASHINGTON



Craig B. Erdman, PE, Director/County Engineer

PROPOSAL

BID PROPOSAL

NON-COLLUSION DECLARATION

CERTIFICATION FOR FEDERAL-AID CONTRACTS

PROPOSAL BOND

LOCAL AGENCY SUBCONTRACTOR LIST

CONTRACTOR CERTIFICATION WAGE LAW COMPLIANCE

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

This certifies that the undersigned has examined the location of the project and that the plans, specifications, and contract governing the work embraced in this improvement and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced by this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, contract, and the following schedule of rates and prices.

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

BID

Item No.	Plan Quantity	Item	Unit Price	Total Amount
1.	Lump Sum	Mobilization	<u>13,000.00</u> per L.S.	<u>13,000.00</u>
2.	Lump Sum	Removal of Structure and Obstruction	<u>50,040.00</u> per L.S.	<u>50,040.00</u>
3.	8640	Beam Guardrail Type 31 – 8' Posts	<u>36.00</u> per L.F.	<u>311,040.00</u>
4.	2870	Beam Guardrail Type 31 – 11' Posts	<u>45.00</u> per L.F.	<u>129,150.00</u>
5.	40	Beam Guardrail Type 31 Non-Flared Terminal	<u>3,400.00</u> per Each	<u>136,000.00</u>
6.	Lump Sum	Project Temporary Traffic Control	<u>40,000.00</u> per L.S.	<u>40,000.00</u>
7.	58	Construction Signs Class A	<u>18.50</u> per S.F.	<u>1,073.00</u>
8.	Lump Sum	Trimming and Cleanup	<u>500.00</u> per L.S.	<u>500.00</u>
9.	Lump Sum	SPCC Plan	<u>500.00</u> per L.S.	<u>500.00</u>

TOTAL BID \$ 681,303.00

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

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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

Local Agency Certification for Federal-Aid Contracts

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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


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

CASH [] IN THE AMOUNT OF _____
CASHIER'S CHECK [] _____ DOLLARS
CERTIFIED CHECK [] (\$_____) Payable to the County Treasurer
PROPOSAL BOND [✓] IN THE AMOUNT OF 5% OF THE BID

** Receipt is hereby acknowledged of addendum(s) N/A, _____, _____, _____, _____

SIGNATURE OF AUTHORIZED OFFICIAL (S)

Proposal must be signed >


Carl M. Stewart, Vice President

FIRM NAME Frank Gurney, Inc.

CONTRACTOR'S LICENSE NO. FRANK#30601

WASHINGTON STATE L&I NO: 102-711-00

REVENUE TAX NUMBER: 91-0722446

UBI NUMBER: 328-044-824

ADDRESS PO Box 11551, Spokane Valley, WA 99211

PHONE NO. 509-535-3069

- Note: (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the Standard Specifications regarding "Preparation of Proposal"

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Frank Gurney, Inc.
Of Spokane Valley, WA as principal, and the The Ohio Casualty Insurance Company, a corporation duly organized to do business in the State of Washington, as surety, are held and firmly bound unto Franklin County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work herein after described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns firmly by these presents.

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

CRMP 2020-002 / Burr Canyon Guardrail Replacement

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

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


IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed the

11th day of January, 2023.

Frank Gurney, Inc.


Principal

The Ohio Casualty Insurance Company
Surety


Attorney-in-Fact Charla M. Boadle





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: **8208661-023001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles W. Floberg, Drew D. Neessen, James Hamlin, John M. Miller, Mason M. Marks, Michael S. Cranston, Nicholas Warren and William M. Smith of Portland, OR; Ronald J. Lange, Charla M. Boadle and Jennifer Barret of Spokane, WA; Abbie A. Bonney, Sandy L. Boswell, Janie Ma, Marie I. Matetich and Sharon Pope of Anchorage, AK; Alec Gumpfer, Andrew Kerslake, Andrew P. Larsen, Deanna M. French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Scott Fisher, Scott Garcia, Scott McGilvray, Susan B. Larson all of the city of Bellevue state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, 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 of 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 proper persons.

IN 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 thereto this 29th day of August, 2022.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, 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 purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, 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 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This 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 Mutual Insurance 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 surety 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, shall 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, such instruments 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 prescribe, 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 undertakings, 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 if signed by the president and attested by the secretary.

Certificate 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-in-fact 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 surety obligations.

Authorization – 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 with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby 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 and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of January, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Franklin County - Public Works Dept.

3416 Stearman Avenue
Pasco, Washington 99301

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Burr Canyon Guardrail Replacement - FEMA-4584-DR-WA PW No. 45

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

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

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

Subcontractor Name

Work to be performed

N/A

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

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




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

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

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

Bidder Name: Frank Gurney, Inc.
Name of Contractor/Bidder - Print full legal entity name of firm

By:  Carl M. Stewart
Signature of authorized person Print Name of person making certifications for firm

Title: Vice President **Place:** Spokane Valley, WA
Title of person signing certificate Print city and state where signed

Date: January 9th, 2023

CONTRACT

CONTRACT

PUBLIC WORKS PAYMENT BOND

PUBLIC WORKS PERFORMANCE BOND

CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ day of _____, 2023 between the COUNTY OF FRANKLIN, acting through the BOARD OF COUNTY COMMISSIONERS, under and by virtue of Title 47 RCW as amended, and _____, hereinafter called the Contractor.

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 **CRMP 4584 – Burr Canyon Guardrail Replacement**, in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington State Department of Transportation, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with Contract Documents.

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

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

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

Executed by the Contractor:

Date

Contractor

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Chair

Chair Pro Tem

Member

ATTEST:

Approved as to Form:

Deputy Prosecuting Attorney, Franklin County

PUBLIC WORKS PAYMENT BOND
to Franklin County, WA

Bond No. _____

Franklin County, Washington, (County) has awarded to _____, (Principal) a contract for the construction of the project designated as **CRMP 2020-002 – Burr Canyon Guardrail Replacement**, in Franklin County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

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

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PUBLIC WORKS PERFORMANCE BOND
to Franklin County, WA

Bond No. _____

Franklin County, Washington, (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **CRMP 2020-002 – Burr Canyon Guardrail Replacement**, in Franklin County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US

Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

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

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SPECIAL PROVISIONS

FRANKLIN COUNTY SPECIAL PROVISION

REQUIRED FEDERAL-AID CONTRACT PROVISIONS

1 FRANKLIN COUNTY
2 CRMP 2020-002 – BURR CANYON GUARDRAIL REPLACEMENT
3 FEMA-4584-DR-WA PW NO 45

4 **SPECIAL PROVISIONS**

5
6 **INTRODUCTION TO THE SPECIAL PROVISIONS**

7
8 *(December 10, 2020 APWA GSP)*
9

10 The work on this project shall be accomplished in accordance with the *Standard Specifications*
11 *for Road, Bridge and Municipal Construction*, **2022** 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 Contract Documents, shall govern all of the Work.

16
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 *(March 8, 2013 APWA GSP)*
28 *(April 1, 2013 WSDOT GSP)*
29 *(***** Agency’s GSP)*
30

31 Also incorporated into the Contract Documents by reference are:

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

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

DIVISION 1
GENERAL REQUIREMENTS

Description of Work

(March 13, 1995, WSDOT GSP)

*This Contract provides for the improvements of *** replacing existing guardrail on Burr Canyon Road that was either destroyed or compromised during the 2020 Washington Wildfires and Straight-Line Winds Event Disaster Number FEMA-4584-DR-WA. Approximately, 40 terminals and 11,510 linear feet of guardrail will be replaced. The project site is located on Burr Canyon Road approximately 10 miles south of the City of Kahlotus (46.508383°, -118.657456° to 46.515573°, -118.606367°)*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.*

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

1 **Final Acceptance Date**

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

3
4 Supplement this Section with the following:

5
6 All references in the Standard Specifications or WSDOT General Special Provisions,
7 to the terms "Department of Transportation", "Washington State Transportation
8 Commission", "Commission", "Secretary of Transportation", "Secretary",
9 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

10
11 All references to the terms "State" or "state" shall be revised to read "Contracting
12 Agency" unless the reference is to an administrative agency of the State of
13 Washington, a State statute or regulation, or the context reasonably indicates
14 otherwise.

15
16 All references to "State Materials Laboratory" shall be revised to read "Contracting
17 Agency designated location".

18
19 All references to "final contract voucher certification" shall be interpreted to mean the
20 Contracting Agency form(s) by which final payment is authorized, and final completion
21 and acceptance granted.

22
23 **Additive**

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

27
28 **Alternate**

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

32
33 **Business Day**

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

36
37 **Contract Bond**

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

41
42 **Contract Documents**

43 See definition for "Contract".

44
45 **Contract Time**

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

48
49 **Notice of Award**

50 The written notice from the Contracting Agency to the successful Bidder signifying the
51 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.

1-02.4 Examinations of Plans, Specification, and Site of Work

1-02.4(2) Subsurface Information
(*****)

This section is supplemented with the following:

1 **A geotechnical investigation report was not performed for this project.**

2
3 **1-02.5 Proposal Forms**

4
5 Delete this section and replace it with the following:
6 *(July 31, 2017 APWA GSP)*
7

8 The Proposal Form will identify the project and its location and describe the work. It
9 will also list estimated quantities, units of measurement, the items of work, and the
10 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
11 the proposal form that call for, but are not limited to, unit prices; extensions;
12 summations; the total bid amount; signatures; date; and, where applicable, retail sales
13 taxes and acknowledgment of addenda; the bidder's name, address, telephone
14 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a
15 State of Washington Contractor's Registration Number; and a Business License
16 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by
17 hand, preferably in black ink. The required certifications are included as part of the
18 Proposal Form.
19

20 The Contracting Agency reserves the right to arrange the proposal forms with
21 alternates and additives, if such be to the advantage of the Contracting Agency. The
22 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
23 otherwise specified.
24

25 **1-02.6 Preparation of Proposal**

26
27 Supplement the second paragraph with the following:
28 *(December 10, 2020 APWA GSP, Option B)*
29

- 30 4. If a minimum bid amount has been established for any item, the unit or
31 lump sum price must equal or exceed the minimum amount stated.
32 5. Any correction to a bid made by interlineation, alteration, or erasure, shall
33 be initialed by the signer of the bid.
34

35 Delete the last two paragraphs, and replace them with the following:
36

37 The Bidder shall submit with their Bid a completed Contractor Certification Wage
38 Law Compliance form, provided by the Contracting Agency. Failure to return this
39 certification as part of the Bid Proposal package will make this Bid Nonresponsive
40 and ineligible for Award. A Contractor Certification of Wage Law Compliance form
41 is included in the Proposal Forms.
42

43 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
44 manner.
45

46 A bid by a corporation shall be executed in the corporate name, by the president
47 or a vice president (or other corporate officer accompanied by evidence of authority
48 to sign).
49

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

1
2 A bid by a joint venture shall be executed in the joint venture name and signed by
3 a member of the joint venture. A copy of the joint venture agreement shall be
4 submitted with the Bid Form if any UDBE requirements are to be satisfied through
5 such an agreement.
6

7 **1-02.7 Bid Deposit**

8
9 Supplement this section with the following:
10 *(March 8, 2013 APWA GSP)*
11

12 Bid bonds shall contain the following:

- 13 1. Contracting Agency-assigned number for the project;
- 14 2. Name of the project;
- 15 3. The Contracting Agency named as obligee;
- 16 4. The amount of the bid bond stated either as a dollar figure or as a
17 percentage which represents five percent of the maximum bid amount that
18 could be awarded;
- 19 5. Signature of the bidder's officer empowered to sign official statements. The
20 signature of the person authorized to submit the bid should agree with the
21 signature on the bond, and the title of the person must accompany the said
22 signature;
- 23 6. The signature of the surety's officer empowered to sign the bond and the
24 power of attorney.
25

26 If so stated in the Contract Provisions, bidder must use the bond form included in the
27 Contract Provisions.
28

29 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
30
31

32 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

33
34 Delete this section, and replace it with the following:
35 *(July 23, 2015 APWA GSP)*
36

37 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
38 withdraw, revise, or supplement it if:
39

- 40 1. The Bidder submits a written request signed by an authorized person and
41 physically delivers it to the place designated for receipt of Bid Proposals,
42 and
- 43 2. The Contracting Agency receives the request before the time set for receipt
44 of Bid Proposals, and
- 45 3. The revised or supplemented Bid Proposal (if any) is received by the
46 Contracting Agency before the time set for receipt of Bid Proposals.
47

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

7 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
8 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
9 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.
10

11 **1-02.13 Irregular Proposals**

12
13 Delete this section and replace it with the following:
14 *(October 1, 2020 APWA GSP)*
15

16 1. A Proposal will be considered irregular and will be rejected if:
17

- 18 a. The Bidder is not prequalified when so required;
- 19 b. The authorized Proposal form furnished by the Contracting Agency is not
20 used or is altered;
- 21 c. The completed Proposal form contains any unauthorized additions,
22 deletions, alternate Bids, or conditions;
- 23 d. The Bidder adds provisions reserving the right to reject or accept the award,
24 or enter into the Contract;
- 25 e. A price per unit cannot be determined from the Bid Proposal;
- 26 f. The Proposal form is not properly executed;
- 27 g. The Bidder fails to submit or properly complete a Subcontractor list, if
28 applicable, as required in Section 1-02.6;
- 29 h. The Bidder fails to submit or properly complete an Disadvantaged Business
30 Enterprise Certification, if applicable, as required in Section 1-02.6;
- 31 i. The Bidder fails to submit written confirmation from each DBE firm listed on
32 the Bidder's completed DBE Utilization Certification that they are in
33 agreement with the bidder's DBE participation commitment, if applicable,
34 as required in Section 1-02.6, or if the written confirmation that is submitted
35 fails to meet the requirements of the Special Provisions;
- 36 j. The Bidder fails to submit DBE Good Faith Effort documentation, if
37 applicable, as required in Section 1-02.6, or if the documentation that is
38 submitted fails to demonstrate that a Good Faith Effort to meet the
39 Condition of Award was made;
- 40 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable,
41 as required in Section 1-02.6, or if the documentation that is submitted fails
42 to meet the requirements of the Special Provisions;
- 43 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as
44 required in Section 1-02.6, or if the documentation that is submitted fails to
45 meet the requirements of the Special Provisions;
- 46 m. The Bid Proposal does not constitute a definite and unqualified offer to meet
47 the material terms of the Bid invitation; or

n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:

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

1-02.14 Disqualification of Bidders

Delete this section and replace it with the following:
(May 17, 2018 APWA GSP, Option A)

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

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

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

1-02.15 Pre Award Information

Revise this section to read:
(August 14, 2013 APWA GSP)

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Revise the first paragraph to read:
(January 23, 2006 APWA GSP)

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

1-03.3 Execution of Contract

Revise this section to read:
(January 19, 2022 APWA GSP)

Within **10** calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within **10** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required

by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within **10** calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of **5** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

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

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

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

6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

Revise this section to read:
(November 30, 2018 APWA GSP)

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

1-04 SCOPE OF WORK

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

Revise the second paragraph to read:
(December 10, 2020 APWA GSP)

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):

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

1-04.4 Changes

(January 19, 2022 APWA GSP)

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

1-05 CONTROL OF WORK

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

4 Supplement this section with the following:
5 *(October 1, 2005 APWA GSP)*
6

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

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

21 Direct or indirect costs incurred by the Contracting Agency attributable to correcting
22 and remedying defective or unauthorized work, or work the Contractor failed or refused
23 to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer
24 from monies due, or to become due, the Contractor. Such direct and indirect costs
25 shall include in particular, but without limitation, compensation for additional
26 professional services required, and costs for repair and replacement of work of others
27 destroyed or damaged by correction, removal, or replacement of the Contractor's
28 unauthorized work.
29

30 No adjustment in contract time or compensation will be allowed because of the delay
31 in the performance of the work attributable to the exercise of the Contracting Agency's
32 rights provided by this Section.
33

34 The rights exercised under the provisions of this section shall not diminish the
35 Contracting Agency's right to pursue any other avenue for additional remedy or
36 damages with respect to the Contractor's failure to perform the work as required.
37

38 **1-05.11 Final Inspection**
39

40 Delete this section and replace it with the following:
41 *(October 1, 2005 APWA GSP)*
42

43 **1-05.11 Final Inspections and Operational Testing**
44

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

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

1
2 If, after this inspection, the Engineer concurs with the Contractor that the work is
3 substantially complete and ready for its intended use, the Engineer, by written notice
4 to the Contractor, will set the Substantial Completion Date. If, after this inspection the
5 Engineer does not consider the work substantially complete and ready for its intended
6 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
7 therefore.

8
9 Upon receipt of written notice concurring in or denying substantial completion,
10 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
11 unauthorized interruption, the work necessary to reach Substantial and Physical
12 Completion. The Contractor shall provide the Engineer with a revised schedule
13 indicating when the Contractor expects to reach substantial and physical completion
14 of the work.

15
16 The above process shall be repeated until the Engineer establishes the Substantial
17 Completion Date and the Contractor considers the work physically complete and ready
18 for final inspection.

19 20 **1-05.11(2) Final Inspection and Physical Completion Date**

21
22 When the Contractor considers the work physically complete and ready for final
23 inspection, the Contractor by written notice, shall request the Engineer to schedule a
24 final inspection. The Engineer will set a date for final inspection. The Engineer and the
25 Contractor will then make a final inspection and the Engineer will notify the Contractor
26 in writing of all particulars in which the final inspection reveals the work incomplete or
27 unacceptable. The Contractor shall immediately take such corrective measures as are
28 necessary to remedy the listed deficiencies. Corrective work shall be pursued
29 vigorously, diligently, and without interruption until physical completion of the listed
30 deficiencies. This process will continue until the Engineer is satisfied the listed
31 deficiencies have been corrected.

32
33 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
34 the written notice listing the deficiencies, the Engineer may, upon written notice to the
35 Contractor, take whatever steps are necessary to correct those deficiencies pursuant
36 to Section 1-05.7.

37
38 The Contractor will not be allowed an extension of contract time because of a delay in
39 the performance of the work attributable to the exercise of the Engineer's right
40 hereunder.

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

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

48
49 It is the intent of the Contracting Agency to have at the Physical Completion Date a
50 complete and operable system. Therefore, when the work involves the installation of
51 machinery or other mechanical equipment; street lighting, electrical distribution or
52 signal systems; irrigation systems; buildings; or other similar work it may be desirable

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

Delete the sixth and seventh paragraphs of this section.
(August 14, 2013 APWA GSP)

1-05.15 Method of Serving Notices

Revise the second paragraph to read:
(March 25, 2009 APWA GSP)

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

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-06 CONTROL OF MATERIALS

Section 1-06 is supplemented with the following:
(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.

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

A certification of materials origin will be required for 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

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.

1-07.2 State Taxes

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

(June 27, 2011 APWA GSP)

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

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

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

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

1-07.2(3) Services

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

1-07.9 Wages

1-07.9(2) Posting Notices

Item number 11 in Section 1-07.9(2) is revised to read:

(January 10, 2022 WSDOT GSP)

11. F700-074-000 – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.

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

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).

1-07.11 Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:
(September 3, 2019 WSDOT GSP)

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

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

Women - Statewide

Timetable

Until further notice

Goal

6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

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

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

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

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

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

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

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

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

1. As used in these specifications:

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

1 (3) Asian or Pacific Islander, a person having origins in any of the
2 original peoples of the Pacific rim or the Pacific Islands, the
3 Hawaiian Islands and Samoa.

4
5 (4) American Indian or Alaskan Native, a person having origins in
6 any of the original peoples of North America, and who maintain
7 cultural identification through tribal affiliation or community
8 recognition.
9

10 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion
11 of the work involving any construction trade, it shall physically include in each
12 subcontract in excess of \$10,000 the provisions of these specifications and the
13 Notice which contains the applicable goals for minority and female participation
14 and which is set forth in the solicitations from which this contract resulted.
15

16 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
17 approved by the U.S. Department of Labor in the covered area either individually
18 or through an association, its affirmative action obligations on all work in the Plan
19 area (including goals and timetables) shall be in accordance with that Plan for
20 those trades which have unions participating in the Plan. Contractors must be able
21 to demonstrate their participation in and compliance with the provisions of any
22 such Hometown Plan. Each Contractor or Subcontractor participating in an
23 approved Plan is individually required to comply with its obligations under the EEO
24 clause, and to make a good faith effort to achieve each goal under the Plan in
25 each trade in which it has employees. The overall good faith performance by other
26 Contractors or Subcontractors toward a goal in an approved Plan does not excuse
27 any covered Contractor's or Subcontractor's failure to take good faith effort to
28 achieve the Plan goals and timetables.
29

30 4. The Contractor shall implement the specific affirmative action standards provided
31 in paragraphs 7a through 7p of this Special Provision. The goals set forth in the
32 solicitation from which this contract resulted are expressed as percentages of the
33 total hours of employment and training of minority and female utilization the
34 Contractor should reasonably be able to achieve in each construction trade in
35 which it has employees in the covered area. Covered construction contractors
36 performing construction work in geographical areas where they do not have a
37 Federal or federally assisted construction contract shall apply the minority and
38 female goals established for the geographical area where the work is being
39 performed. The Contractor is expected to make substantially uniform progress in
40 meeting its goals in each craft during the period specified.
41

42 5. Neither the provisions of any collective bargaining agreement, nor the failure by
43 a union with whom the Contractor has a collective bargaining agreement, to refer
44 either minorities or women shall excuse the Contractor's obligations under these
45 specifications, Executive Order 11246, or the regulations promulgated pursuant
46 thereto.
47

48 6. In order for the nonworking training hours of apprentices and trainees to be
49 counted in meeting the goals, such apprentices and trainees must be employed
50 by the Contractor during the training period, and the Contractor must have made
51 a commitment to employ the apprentices and trainees at the completion of their
52 training, subject to the availability of employment opportunities. Trainees must be
53 trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification 1 to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- 1 o. Document and maintain a record of all solicitations of offers for
2 subcontracts from minority and female construction contractors and
3 suppliers, including circulation of solicitations to minority and female
4 contractor associations and other business associations.
5
6 p. Conduct a review, at least annually, of all supervisors' adherence to and
7 performance under the Contractor's EEO policies and affirmative action
8 obligations.
9
- 10 8. Contractors are encouraged to participate in voluntary associations which assist
11 in fulfilling one or more of their affirmative action obligations (7a through 7p). The
12 efforts of a contractor association, joint contractor-union, contractor-community,
13 or other similar group of which the Contractor is a member and participant, may
14 be asserted as fulfilling any one or more of the obligations under 7a through 7p
15 of this Special Provision provided that the Contractor actively participates in the
16 group, makes every effort to assure that the group has a positive impact on the
17 employment of minorities and women in the industry, ensure that the concrete
18 benefits of the program are reflected in the Contractor's minority and female work
19 force participation, makes a good faith effort to meet its individual goals and
20 timetables, and can provide access to documentation which demonstrate the
21 effectiveness of actions taken on behalf of the Contractor. The obligation to
22 comply, however, is the Contractor's and failure of such a group to fulfill an
23 obligation shall not be a defense for the Contractor's noncompliance.
24
- 25 9. Contractor, however, is required to provide equal employment opportunity and to
26 take affirmative action for all minority groups, both male and female, and all
27 women, both minority and non-minority. Consequently, the Contractor
28 may be in violation of the Executive Order if a particular group is employed in
29 substantially disparate manner (for example, even though the Contractor has
30 achieved its goals for women generally, the Contractor may be in violation of the
31 Executive Order if a specific minority group of women is underutilized).
32
- 33 10. The Contractor shall not use the goals and timetables or affirmative action
34 standards to discriminate against any person because of race, color, religion,
35 sex, or national origin.
36
- 37 11. The Contractor shall not enter into any subcontract with any person or firm
38 debarred from Government contracts pursuant to Executive Order 11246.
39
- 40 12. The Contractor shall carry out such sanctions and penalties for violation of these
41 specifications and of the Equal Opportunity Clause, including suspensions,
42 terminations and cancellations of existing subcontracts as may be imposed or
43 ordered pursuant to Executive Order 11246, as amended, and its implementing
44 regulations by the Office of Federal Contract Compliance Programs. Any
45 Contractor who fails to carry out such sanctions and penalties shall be in violation
46 of these specifications and Executive Order 11246, as amended.
47
- 48 13. The Contractor, in fulfilling its obligations under these specifications, shall
49 implement specific affirmative action steps, at least as extensive as those
50 standards prescribed in paragraph 7 of this Special Provision, so as to achieve
51 maximum results from its efforts to ensure equal employment opportunity. If the
52 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 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 A)

Disadvantaged Business Enterprise Participation

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

DBE Abbreviations and Definitions

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

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

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

Commercially Useful Function (CUF)

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

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

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

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

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

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

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

DBE Goals

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

Affirmative Efforts to Solicit DBE Participation

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

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.
2. Establish delivery schedules that encourage participation by DBEs and other small businesses.
3. Participate with a DBE as a joint venture.

DBE Eligibility/Selection of DBEs for Reporting Purposes Only

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

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

Crediting DBE Participation

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

Be advised that although a firm is listed in the directory, there are cases where the listed firm is in a temporary suspension status. The Contractor shall review the OMWBE Suspended DBE Firms list. A DBE firm that is included on this list may not enter into new contracts that count towards participation.

DBE participation is only credited upon payment to the DBE.

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

DBE Prime Contractor

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

DBE Subcontractor

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

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

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

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

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

DBE Subcontract and Lower Tier Subcontract Documents

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

DBE Service Provider

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

Temporary Traffic Control

If the DBE firm is being utilized in the capacity of only "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct

control of the DBE. The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

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

Trucking

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

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

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

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

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

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

DBE Manufacturer and DBE Regular Dealer

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

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

Regular Dealer DBE firms must be approved before being used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is

being requested. The Regular Dealer must submit the Regular Dealer Status Request form a minimum of five days prior to being utilized on the specific project.

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

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

Procedures Between Award and Execution

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

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

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

Procedures After Execution

Commercially Useful Function (CUF)

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

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

1
2 The DBE does not perform a CUF if its role is limited to that of an extra participant
3 in a transaction, contract, or project through which the funds are passed in order to
4 obtain the appearance of DBE participation.
5

6 The following are some of the factors that the Engineer will use in determining
7 whether a DBE trucking company is performing a CUF:
8

- 9 • The DBE shall be responsible for the management and supervision of the
10 entire trucking operation for which it is responsible on the Contract. The
11 owner demonstrates business related knowledge, shows up on site and is
12 determined to be actively running the business.
13
- 14 • The DBE shall with its own workforce, operate at least one fully licensed,
15 insured, and operational truck used on the Contract. The drivers of the
16 trucks owned and leased by the DBE must be exclusively employed by the
17 DBE and reflected on the DBE's payroll.
18
- 19 • Lease agreements for trucks shall indicate that the DBE has exclusive use
20 of and control over the truck(s). This does not preclude the leased truck
21 from working for others provided it is with the consent of the DBE and the
22 lease provides the DBE absolute priority for use of the leased truck.
23
- 24 • Leased trucks shall display the name and identification number of the DBE.
25

26 **Joint Checking**

27 A joint check is a check between a Subcontractor and the Contractor to the supplier
28 of materials/supplies. The check is issued by the Contractor as payer to the
29 Subcontractor and the material supplier jointly for items to be incorporated into the
30 project. The DBE must release the check to the supplier, while the Contractor acts
31 solely as the guarantor.
32

33 A joint check agreement must be approved by the Engineer and requested by the
34 DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to
35 its use. The form must accompany the DBE Joint Check Agreement between the
36 parties involved, including the conditions of the arrangement and expected use of
37 the joint checks.
38

39 The approval to use joint checks and the use will be closely monitored by the
40 Engineer. To receive DBE credit for performing a CUF with respect to obtaining
41 materials and supplies, a DBE must "be responsible for negotiating price,
42 determining quality and quantity, ordering the material and installing and paying for
43 the material itself." The Contractor shall submit DBE Joint Check Request Form for
44 the Engineer approval prior to using a joint check.
45

46 Material costs paid by the Contractor directly to the material supplier is not allowed.
47 If proper procedures are not followed or the Engineer determines that the
48 arrangement results in lack of independence for the DBE involved, no DBE credit
49 will be given for the DBE's participation as it relates to the material cost.
50

1 **Prompt Payment**

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

5
6 **Reporting**

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

10
11 Refer to Section 1-08.1 for additional reporting requirements associated with this
12 Contract.

13
14 **Decertification**

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

20
21 **Consequences of Non-Compliance**

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

24
25 The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of
26 race, color, national origin, or sex in the performance of this contract. The Contractor
27 shall carry out applicable requirements of 49 CFR Part 26 in the award and
28 administration of DOT-assisted contracts. Failure by the Contractor to carry out
29 these requirements is a material breach of this contract, which may result in the
30 termination of this contract or such other remedy as the recipient deems appropriate,
31 which may include, but is not limited to:

- 32
33 (1) Withholding monthly progress payments;
34
35 (2) Assessing sanctions;
36
37 (3) Liquidated damages; and/or
38
39 (4) Disqualifying the Contractor from future bidding as non-responsible.

40
41 **Payment**

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

46
47
48 **1-07.12 Federal Agency Inspection**

49
50 Section 1-07.12 is supplemented with the following:

(July 25, 2022 WSDOT GSP)

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (SHWA 1273) Revised July 5, 2022 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 dimension shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

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

Contracting Agency

Franklin County Public Works
Kathleen Neuman
(509) 545-3514 ext. 2804
kneuman@franklincounty.wa.us

Power Company

Franklin County PUD
(509) 547-5591
agonzalez@FranklinPUD.com

Telephone Company

Lumen (CenturyLink)
Mark Paden
(509) 240-1800
Mark.Paden@lumen.com

1
2 **1-07.18 Public Liability and Property Damage Insurance**

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

5
6 **1-07.18 Insurance**
7 *(January 4, 2016 APWA GSP)*
8

9 **1-07.18(1) General Requirements**

- 10
11 A. The Contractor shall procure and maintain the insurance described in all
12 subsections of section 1-07.18 of these Special Provisions, from insurers with a
13 current A. M. Best rating of not less than A-: VII and licensed to do business in the
14 State of Washington. The Contracting Agency reserves the right to approve or
15 reject the insurance provided, based on the insurer's financial condition.
16
17 B. The Contractor shall keep this insurance in force without interruption from the
18 commencement of the Contractor's Work through the term of the Contract and for
19 thirty (30) days after the Physical Completion date, unless otherwise indicated
20 below.
21
22 C. If any insurance policy is written on a claims made form, its retroactive date, and
23 that of all subsequent renewals, shall be no later than the effective date of this
24 Contract. The policy shall state that coverage is claims made, and state the
25 retroactive date. Claims-made form coverage shall be maintained by the
26 Contractor for a minimum of 36 months following the Completion Date or earlier
27 termination of this Contract, and the Contractor shall annually provide the
28 Contracting Agency with proof of renewal. If renewal of the claims made form of
29 coverage becomes unavailable, or economically prohibitive, the Contractor shall
30 purchase an extended reporting period ("tail") or execute another form of guarantee
31 acceptable to the Contracting Agency to assure financial responsibility for liability
32 for services performed.
33
34 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
35 Umbrella Liability insurance policies shall be primary and non-contributory
36 insurance as respects the Contracting Agency's insurance, self-insurance, or self-
37 insured pool coverage. Any insurance, self-insurance, or self-insured pool
38 coverage maintained by the Contracting Agency shall be excess of the Contractor's
39 insurance and shall not contribute with it.
40
41 E. The Contractor shall provide the Contracting Agency and all additional insureds
42 with written notice of any policy cancellation, within two business days of their
43 receipt of such notice.
44
45 F. The Contractor shall not begin work under the Contract until the required insurance
46 has been obtained and approved by the Contracting Agency
47
48 G. Failure on the part of the Contractor to maintain the insurance as required shall
49 constitute a material breach of contract, upon which the Contracting Agency may,
50 after giving five business days' notice to the Contractor to correct the breach,
51 immediately terminate the Contract or, at its discretion, procure or renew such
52 insurance and pay any and all premiums in connection therewith, with any sums
53 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.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$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.

1-08 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;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and

3. A list of material sources for approval if applicable.

Add the following new section:
(December 8, 2014 APWA GSP)

1-08.0(2) Hours of Work

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

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
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

1 agreement between the Contractor and the subcontractor or between the
2 subcontractor and any lower tier subcontractor has been executed. This certification
3 shall also guarantee that these subcontract agreements include all the documents
4 required by the Special Provision Federal Agency Inspection.

5
6 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work
7 under the contract until the following documents have been completed and submitted
8 to the Engineer:
9

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

13
14 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
15 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly
16 progress payment until every Subcontractor and lower tier Subcontractor's retainage
17 has been released.

18
19 The ninth paragraph, beginning with "On all projects, ..." is revised to read:
20

21 The Contractor shall certify to the actual amount received from the Contracting
22 Agency and amounts paid to all firms that were used as Subcontractors, lower
23 tier subcontractors, manufacturers, regular dealers, or service providers on the
24 Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's
25 Business Enterprise firms. This Certification shall be submitted to the Engineer
26 on a monthly basis each month between Execution of the Contract and Physical
27 Completion of the Contract using the application available at:
28 <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for
29 every month between Execution of the Contract and Physical Completion
30 regardless of whether payments were made or work occurred.
31

32 **1-08.4 Prosecution of Work**

33 Delete this section and replace it with the following:
34

35 **1-08.4 Notice to Proceed and Prosecution of Work** 36 *(July 23, 2015 APWA GSP)* 37

38 Notice to Proceed will be given after the contract has been executed and the
39 contract bond and evidence of insurance have been approved and filed by the
40 Contracting Agency. The Contractor shall not commence with the work until the
41 Notice to Proceed has been given by the Engineer. The Contractor shall
42 commence construction activities on the project site within ten days of the Notice
43 to Proceed Date, unless otherwise approved in writing. The Contractor shall
44 diligently pursue the work to the physical completion date within the time
45 specified in the contract. Voluntary shutdown or slowing of operations by the
46 Contractor shall not relieve the Contractor of the responsibility to complete the
47 work within the time(s) specified in the contract.
48

49 When shown in the Plans, the first order of work shall be the installation of high
50 visibility fencing to delineate all areas for protection or restoration, as described
51 in the Contract. Installation of high visibility fencing adjacent to the roadway shall
52 occur after the placement of all necessary signs and traffic control devices in

1 accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall
2 request the Engineer to inspect the fence. No other work shall be performed on
3 the site until the Contracting Agency has accepted the installation of high visibility
4 fencing, as described in the Contract.

5 6 **1-08.5 Time for Completion**

7
8 Section 1-08.5 is supplemented with the following:
9 *(March 13, 1995 WSDOT GSP)*

10
11 This project shall be physically completed within *****30***** working days.

12
13 Revise the third and fourth paragraphs to read:
14 *(January 19, 2022 APWA GSP, Option A)*

15
16 Contract time shall begin on the first working day following the Notice to Proceed Date.

17
18 Each working day shall be charged to the contract as it occurs, until the contract work
19 is physically complete. If substantial completion has been granted and all the
20 authorized working days have been used, charging of working days will cease. Each
21 week the Engineer will provide the Contractor a statement that shows the number of
22 working days: (1) charged to the contract the week before; (2) specified for the physical
23 completion of the contract; and (3) remaining for the physical completion of the
24 contract. The statement will also show the nonworking days and any partial or whole
25 day the Engineer declares as unworkable. The statement will be identified as a Written
26 Determination by the Engineer. If the Contractor does not agree with the Written
27 Determination of working days, the Contractor shall pursue the protest procedures in
28 accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5,
29 the Contractor shall be deemed as having accepted the statement as correct. If the
30 Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule)
31 and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged
32 as a working day then the fifth day of that week will be charged as a working day
33 whether or not the Contractor works on that day.

34
35 Revise the sixth paragraph to read:

36
37 The Engineer will give the Contractor written notice of the completion date of the
38 contract after all the Contractor's obligations under the contract have been performed
39 by the Contractor. The following events must occur before the Completion Date can
40 be established:

- 41 1. The physical work on the project must be complete; and
- 42 2. The Contractor must furnish all documentation required by the contract and
- 43 required by law, to allow the Contracting Agency to process final acceptance
- 44 of the contract. The following documents must be received by the Project
- 45 Engineer prior to establishing a completion date:
- 46 a. Certified Payrolls (per Section 1-07.9(5)).
- 47 b. Material Acceptance Certification Documents
- 48 c. Monthly Reports of Amounts Credited as DBE Participation, as required
- 49 by the Contract Provisions.
- 50 d. Final Contract Voucher Certification

- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

Replace Section 1-08.9 with the following:
(March 3, 2021 APWA GSP, Option A)

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

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** **\$2,100** *** for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1
2 **1-09.2(1) General Requirements for Weighing Equipment**
3

4 Revise item 4 of the fifth paragraph to read:
5 *(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 Section 1-09.9 is revised to read:
29 *(January 19 22, 2022 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 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
44 established at the preconstruction conference.
45

46 The initial progress estimate will be made not later than 30 days after the Contractor
47 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.
50 The progress estimates are subject to change at any time prior to the calculation of the
51 final payment.

1
2 The value of the progress estimate will be the sum of the following:

- 3 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
4 units of work completed multiplied by the unit price.
- 5 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump
6 sum breakdown for that item, or absent such a breakdown, based on the
7 Engineer's determination.
- 8 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job
9 site or other storage area approved by the Engineer.
- 10 4. Change Orders — entitlement for approved extra cost or completed extra work
11 as determined by the Engineer.

12
13 Progress payments will be made in accordance with the progress estimate less:

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

18
19 Progress payments for work performed shall not be evidence of acceptable
20 performance or an admission by the Contracting Agency that any work has been
21 satisfactorily completed. The determination of payments under the contract will be
22 final in accordance with Section 1-05.1.

23
24 Failure to perform any of the obligations under the Contract by the Contractor may be
25 decreed by the Contracting Agency to be adequate reason for withholding any
26 payments until compliance is achieved.

27
28 Upon completion of all Work and after final inspection (Section 1-05.11), the amount
29 due the Contractor under the Contract will be paid based upon the final estimate made
30 by the Engineer and presentation of a Final Contract Voucher Certification to be signed
31 by the Contractor. The Contractor's signature on such voucher shall be deemed a
32 release of all claims of the Contractor unless a Certified Claim is filed in accordance
33 with the requirements of Section 1-09.11 and is expressly excepted from the
34 Contractor's certification on the Final Contract Voucher Certification. The date the
35 Contracting Agency signs the Final Contract Voucher Certification constitutes the final
36 acceptance date (Section 1-05.12).

37
38 If the Contractor fails, refuses, or is unable to sign and return the Final Contract
39 Voucher Certification or any other documentation required for completion and final
40 acceptance of the Contract, the Contracting Agency reserves the right to establish a
41 Completion Date (for the purpose of meeting the requirements of RCW 60.28) and
42 unilaterally accept the Contract. Unilateral final acceptance will occur only after the
43 Contractor has been provided the opportunity, by written request from the Engineer, to
44 voluntarily submit such documents. If voluntary compliance is not achieved, formal
45 notification of the impending establishment of a Completion Date and unilateral final
46 acceptance will be provided by email with delivery confirmation from the Contracting
47 Agency to the Contractor, which will provide 30 calendar days for the Contractor to

submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

(March 13, 2012 APWA GSP)

Supplement this section with the following:

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

Revise this section to read:

(November 30, 2018 APWA GSP)

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

1-09.13 Claims Resolution

1 **1-09.13 Arbitration**

2
3 **1-09.13(3)A Administration General**

4
5 Revise the third paragraph to read:
6 *(January 19, 2022 APWA GSP)*

7
8 The Contracting Agency and the Contractor mutually agree to be bound by the
9 decision of the arbitrator, and judgment upon the award rendered by the arbitrator
10 may be entered in the Superior Court of the county in which the Contracting Agency's
11 headquarters is located, provided that where claims subject to arbitration are asserted
12 against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior
13 Court. The decision of the arbitrator and the specific basis for the decision shall be in
14 writing. The arbitrator shall use the Contract as a basis for decisions.

15
16 **1-09.13(4) Venue for Litigation**

17
18 Revise this section to read:
19 *(January 19, 2022 APWA GSP)*

20
21 Litigation shall be brought in the Superior Court of the county in which the Contracting
22 Agency's headquarters is located, provided that where claims are asserted against a
23 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It
24 is mutually agreed by the parties that when litigation occurs, the Contractor shall
25 permit the Contracting Agency to have timely access to any records deemed
26 necessary by the Contracting Agency to assist in evaluating the claims or action.

27
28 **1-10 TEMPORARY TRAFFIC CONTROL**

29
30 **1-10.2 Traffic Control Management**

31
32 **1-10.2(1) General**

33
34 Section 1-10.2(1) is supplemented with the following:

35
36 *(January 10, 2022 WSDOT GSP)*

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

38
39 The Northwest Laborers-Employers Training Trust
40 27055 Ohio Ave.
41 Kingston, WA 98346
42 (360) 297-3035
43 <https://www.nwlett.edu>

44
45 Evergreen Safety Council
46 12545 135th 11 Ave. NE
47 Kirkland, WA 98034-8709
48 1-800-521-0778
49 <https://www.esc.org>

50
51 The American Traffic Safety Services Association
52 15 Riverside Parkway, Suite 100
53 Fredericksburg, Virginia 22406-1022

1 Training Dept. Toll Free (877) 642-4637
2 Phone: (540) 368-1701
3 <https://altssa.com/training>

4
5 Integrity Safety
6 13912 NE 20th Ave.
7 Vancouver, WA 98686
8 (360) 574-6071
9 <https://www.integritysafety.com>

10
11 US Safety Alliance
12 (904) 705-5660
13 <https://www.ussafetyalliance.com>

14
15 K&D Services Inc.
16 2719 Rockefeller Ave.
17 Everett, WA 98201
18 (800) 343-4049
19 <https://www.kndservices.net>

20
21 **1-10.3 Traffic Control Labor, Procedures and Devices**

22
23 **1-10.3(3) Traffic Control Devices**

24
25 This section is supplemented with the following:
26 *(August 2, 2004 WSDOT GSP)*

1-10.3(3)C Portable Changeable Message Sign

Section 1-10.3(3)C is revised to read:

(January 10, 2022 WSDOT GSP)

Where shown on a traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain a portable changeable message sign (PCMS), mini portable changeable message sign (mPCMS), or truck-mounted PCMS. mPCMSs are compact version of full-size PCMSs. Truck-mounted PCMSs are permanently affixed to a traffic control vehicle and meant to be mobile.

When feasible, position PCMS or mPCMSs to provide at least 2 feet of lateral clearance from the nearest open lane and transversely delineate with at least 3 channelization devices. For truck-mounted PCMSs, provide 2 feet of lateral clearance when feasible but transverse delineation is not required.

The Contractor shall remove these devices from the work zone clear zone when not in use unless protected by barrier or guardrail.

Portable Changeable Message Signs

Section 9-35.5 is revised to read:

(January 10, 2022 WSDOT GSP)

PCMS, mPCMS, and truck mounted PCMS shall meet the requirements of the MUTCD and the following general requirements:

1. Use light emitting diode (LED) technology capable of emitting a yellow or amber image when displayed with a flat black image matching the background when not activated.
2. Be capable of displaying 3-lines of at least 8 alphanumeric characters with a minimum of one pixel separation between each line.
3. Be capable of displaying 2 phases of messages at 2.0 second display each in addition to 3 phases of messages at 1.5 second display each.
4. PCMS characters shall be at least 18 inches in height.

5. mPCMS characters shall be at least 12 inches in height.
6. Truck-mounted PCMS characters shall be at least 10 inches in 20 height.
7. The sign display shall be covered by a stable, impact resistant polycarbonate face. The sign face shall be non-glare from all angles and shall not degrade due to exposure to ultraviolet light.
8. Be capable of simultaneously activating all pixels for the purpose of pixel diagnostics. This feature shall not occur when the sign is displaying an active message.
9. The light source shall be energized only when the sign is displaying an active message.
10. Primary source of power shall be solar power with a battery backup to provide continuous operation when failure of the primary power source occurs.
11. The sign controller software shall be NTCIP compliant.

The PCMS panels and related equipment shall be permanently mounted on a trailer or truck with all needed controls and power generating equipment

1-10.4 Measurement

1-10.4(1) Measurement

Lump Sum Bid for Project (No Unit Items)

(August 2, 2004 WSDOT GSP)

The proposal contains the item "Project Temporary Traffic Control", lump sum. The provisions of Section 1-10.4(1) shall apply.

1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control

This section is supplemented with the following:

(August 2, 2004 WSDOT GSP)

The bid proposal contains the item "Project Temporary Traffic Control", lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

***** Construction Signs Class "A" *****

**DIVISION 2
EARTHWORK**

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.5 Payment

This section is supplemented with the following:

(*****)

Clearing and grubbing on this project shall be included in related items of work.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

This section is supplemented with the following:

(*****)

Removing Guardrail and Guardrail Anchor

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

Item	Unit	Quantity
Beam Guardrail Terminals and Anchors	EACH	40
Beam Guardrail with Post	LF	11510

Removal of the various types of guardrail and terminals shall be carried out according to WSDOT Standard Specifications 8-11.

2-02.5 Payment

This section is supplemented with the following:

(*****)

“Removal of Structure and Obstruction”, lump sum

The unit Contract price for “Removal of Structure and Obstruction” shall be full pay for all work and materials necessary to remove and dispose of all beam guardrail, transition sections, expansions sections, guardrail anchor rail elements and terminals sections.

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1 **(September 30, 2022)**

2 **Standard Plans**

3 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01,
4 effective September 30, 2022, is made a part of this contract.

5
6 The Standard Plans are revised as follows:

7
8 A-10.30

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

11
12 INSTALLATION detail, SECTION A: The "1/4" callout is revised to read "+/- 1/4" (SEE
13 CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

14
15 B-90.40

16 Valve Detail – DELETED

17
18 C-8

19 DELETED

20
21 C-8A

22 DELETED

23
24 C-23.60

25 DELETED

26
27 D-2.04

28 DELETED

29
30 D-2.06

31 DELETED

32
33 D-2.08

34 DELETED

35
36 D-2.32

37 DELETED

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39 D-2.34

40 DELETED

41
42 D-2.60

43 DELETED

44
45 D-2.62

46 DELETED

47
48 D-2.64

49 DELETED

1 D-2.66

2 DELETED

4 D-2.68

5 DELETED

7 D-2.80

8 DELETED

10 D-2.88

11 DELETED

13 D-3.15

14 DELETED

16 D-3.16

17 DELETED

19 D-3.17

20 DELETED

22 D-3.10

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

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

31 D-3.11

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

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

41 D-10.10

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

47 D-10.15

48 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
49 barriers attached on top of the wall are considered non-standard and shall be designed in
50 accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge
51 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.

F-10.18

Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3". - DELETED

J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

1
2 J-10.18

3 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
4

5 J-20.10

6 Elevation View, horizontal dimension to edge of sidewalk 10" (IN) OR LESS DESIRABLE ~
7 18" (IN) MAXIMUM is revised to read: "10" (IN) MAXIMUM"
8

9 J-20.26

10 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
11 post."
12

13 J-20.16

14 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
15

16 J-21.10

17 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~
18 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO
19 READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER
20 ASSEMBLY"

21 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of
22 the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the
23 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4
24 reinf. Bar.

25 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of
26 the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the
27 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4
28 reinf. Bar.

29 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of
30 the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the
31 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4
32 reinf. Bar.

33 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of
34 the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the
35 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4
36 reinf. Bar.

37 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts
38 (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque
39 Clamping Bolts (see Note 1)"

40 Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is
41 revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"
42

43 J-21.15

44 Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE
45 NIPPLE ~ 1 1/2" (IN) DIAM.
46

47 J-21.16

48 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE
49

50 J-22.15

51 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-40.10

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”

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.

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.

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.”

J-75.41

DELETED

K-80.20

DELETED

L-5.10

Sheet 2, Typical Elevation, callout - “2’ – 0” MIN. LAP SPLICE BETWEEN (mark) A #3 BAR AND WALL REINFORCEMENT ~ TYPICAL” is revised to read: “2’ – 0” MIN. LAP SPLICE BETWEEN (MARK) A #4 BAR AND WALL REINFORCEMENT ~ TYPICAL”

Section C, callout; “(mark) A #3” is revised to read: “(mark) A #4”, callout - “(mark) B #3” is revised to read: “(mark) B #4”, callout - “(mark) C #3 TIE” is revised to read: “(mark) C #4 TIE”

Reinforcing Steel Bending Diagram, (mark) B detail, callout – “128 deg.” is revised to read: “123 deg.”, callout – “51 deg.” is revised to read: “57 deg.”

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.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
A-10.20-00.....10/5/07	A-40.00-01.....7/6/22	A-50.40-01.....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07

1

B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-02.....3/15/22
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-02.....8/17/21	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-01.....3/15/22	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		

2

C-1.....9/8/22	C-22.40-09.....9/8/22	C-60.70-01.....9/8/22
C-1b.....9/8/22	C-22.45-06.....9/8/22	C-60.80-01.....9/8/22
C-1d.....10/31/03	C-23.70-00.....8/22/22	C-70.15-00.....8/17/21
C-2c.....8/12/19	C-24.10-03.....7/24/22	C-70.10-03.....8/20/21
C-4f.....8/12/19	C-24.15-00.....3/15/22	C-75.10-02.....9/16/20
C-6a.....9/8/22	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
C-7.....9/8/22	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
C-7a.....9/8/22	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
C-20.10-08.....9/8/22	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
C-20.14-05.....9/8/22	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
C-20.15-02.....6/11/14	C-60.10-02.....9/8/22	C-80.40-01.....6/11/14
C-20.18-04.....9/8/22	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
C-20.40-09.....9/8/22	C-60.20-01.....9/8/22	C-85.11-01.....9/16/20
C-20.41-04.....8/22/22	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
C-20.42-05.....7/14/15	C-60.40-00.....8/17/21	C-85-18-03.....9/8/22
C-20.43-00.....8/22/22	C-60.45-00.....8/17/21	
C-20.45.03.....9/8/22	C-60.50-00.....8/17/21	
C-22.16-07.....9/16/20	C-60.60-00.....8/17/21	

3

D-2.36-03.....6/11/14	D-4.....12/11/98	D-10.35-00.....7/8/08
D-2.46-02.....8/13/21	D-6.....6/19/98	D-10.40-01.....12/2/08
D-2.84-00.....11/10/05	D-10.10-01.....12/2/08	D-10.45-01.....12/2/08
D-2.92-01.....4/26/22	D-10.15-01.....12/2/08	
D-3.09-00.....5/17/12	D-10.20-01.....8/7/19	
D-3.10-01.....5/29/13	D-10.25-01.....8/7/19	
D-3.11-03.....6/11/14	D-10.30-00.....7/8/08	

4

	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
1	F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-03.....3/28/22	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
2	G-10.10-00.....9/20/07	G-26.10-00.....7/31/19	
	G-20.10-03.....8/20/21	G-30.10-04.....6/23/15	
	G-22.10-04.....6/28/18	G-50.10-03.....6/28/18	
	G-24.10-00.....11/8/07	G-90.10-03.....7/11/17	
	G-24.20-01.....2/7/12	G-90.20-05.....7/11/17	
	G-24.30-02.....6/28/18	G-90.30-04.....7/11/17	
	G-24.40-07.....6/28/18	G-95.10-02.....6/28/18	
	G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
	G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
	G-25.10-05.....9/16/20		
3	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
4	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-02.....7/6/22
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
5	J-05.50-00.....8/30/22	J-28.10-02.....8/7/19	J-50.25-00.....6/3/11
	J-10.....7/18/97	J-28.22-00.....8/07/07	J-50.30-00.....6/3/11
	J-10.10-04.....9/16/20	J-28.24-02.....9/16/20	J-60.05-01.....7/21/16
	J-10.12-00.....9/16/20	J-28.26-01.....12/02/08	J-60.11-00.....5/20/13
	J-10.14-00.....9/16/20	J-28.30-03.....6/11/14	J-60.12-00.....5/20/13
	J-10.15-01.....6/11/14	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.16-02.....8/18/21	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.17-02.....8/18/21	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.18-02.....8/18/21	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.20-04.....8/18/21	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.21-02.....8/18/21	J-28.60-03.....8/27/21	J-75.50-00.....8/30/22
	J-10.22-02.....8/18/21	J-28.70-04.....8/30/22	J-75.55-00.....8/30/22
	J-10.25-00.....7/11/17	J-29.10-02.....8/26/22	J-80.05-00.....8/30/22
	J-10.26-00.....8/30/22	J-29.15-01.....7/21/16	J-80.10-01.....8/18/21
	J-12.15-00.....6/28/18	J-29.16-02.....7/21/16	J-80.12-00.....8/18/21
	J-12.16-00.....6/28/18	J-30.10-01.....8/26/22	J-80.15-00.....6/28/18
	J-15.10-01.....6/11/14	J-40.01-00.....8/30/22	J-81.10-02.....8/18/21
	J-15.15-02.....7/10/15	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
	J-20.01-00.....8/30/22	J-40.10-04.....4/28/16	J-84.05-00.....8/30/22
	J-20.10-04.....7/31/19	J-40.20-03.....4/28/16	J-86.10-00.....6/28/18
	J-20.11-03.....7/31/19	J-40.30-04.....4/28/16	J-90.10-03.....6/28/18

J-20.15-03.....6/30/14	J-40.35-01.....5/29/13	J-90.20-03.....6/28/18
J-20.16-02.....6/30/14	J-40.36-02.....7/21/17	J-90.21-02.....6/28/18
J-20.20-02.....5/20/13	J-40.37-02.....7/21/17	J-90.50-00.....6/28/18
J-20.26-01.....7/12/12	J-40.38-01.....5/20/13	
J-21.10-04.....6/30/14	J-40.39-00.....5/20/13	
J-21.15-01.....6/10/13	J-40.40-02.....7/31/19	
J-21.16-01.....6/10/13	J-45.36-00.....7/21/17	
J-21.17-01.....6/10/13	J-50.05-00.....7/21/17	
J-21.20-01.....6/10/13	J-50.10-01.....7/31/19	
J-22.15-02.....7/10/15	J-50.11-02.....7/31/19	
J-22.16-03.....7/10/15	J-50.12-02.....8/7/19	
J-26.10-03.....7/21/16	J-50.13-01.....8/30/22	
J-26.15-01.....5/17/12	J-50.15-01.....7/21/17	
J-26.20-01.....6/28/18	J-50.16-01.....3/22/13	
J-27.10-01.....7/21/16	J-50.18-00.....8/7/19	
J-27.15-00.....3/15/12	J-50.19-00.....8/7/19	
J-28.01-00.....8/30/22	J-50.20-00.....6/3/11	

1

K-70.20-01.....6/1/16	K-80.32-00.....8/17/21	K-80.35-01.....9/16/20
K-80.10-02.....9/25/20	K-80.34-00.....8/17/21	K-80.37-01.....9/16/20

2

L-5.10-00.....9/19/22	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12
L-5.15-00.....9/19/22	L-30.10-02.....6/11/14	L-70.10-01.....5/21/08
L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08

3

M-1.20-04.....9/25/20	M-11.10-04.....8/2/22	M-40.20-00.....10/12/07
M-1.40-03.....9/25/20	M-12.10-03.....8/2/22	M-40.30-01.....7/11/17
M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-04.....8/2/22	M-40.60-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
M-3.20-04.....8/2/22	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	

4

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or 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 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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

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

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

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

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

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

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

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

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

WAGE RATES

STATE WAGE RATES

BENEFIT CODE KEY

WASHINGTON L&I POLICY STATEMENT

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 01/11/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Franklin	Asbestos Abatement Workers	Journey Level	\$47.62	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Franklin	Boilermakers	Journey Level	\$72.54	<u>5N</u>	<u>1C</u>		View
Franklin	Brick Mason	Journey Level	\$55.44	<u>5A</u>	<u>1M</u>		View
Franklin	Building Service Employees	Janitor	\$15.74		<u>1</u>		View
Franklin	Building Service Employees	Shampooer	\$15.74		<u>1</u>		View
Franklin	Building Service Employees	Waxer	\$15.74		<u>1</u>		View
Franklin	Building Service Employees	Window Cleaner	\$15.74		<u>1</u>		View
Franklin	Cabinet Makers (In Shop)	Journey Level	\$15.74		<u>1</u>		View
Franklin	Carpenters	Acoustical Worker	\$53.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Carpenters	Bridge, Dock & Wharf Carpenter	\$57.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Carpenters	Floor Layer & Floor Finisher	\$53.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Carpenters	Form Builder	\$53.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Carpenters	General Carpenter	\$53.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Carpenters	Heavy Construction Carpenter	\$57.36	<u>7E</u>	<u>4X</u>	<u>9E</u>	View
Franklin	Carpenters	Scaffold/Shoring Erecting & Dismantling	\$57.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Cement Masons	Journey Level	\$52.83	<u>7B</u>	<u>1N</u>		View
Franklin	Divers & Tenders	Assistant Tender	\$61.33	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Bell/Vehicle or Submersible Operator Not Under Pressure	\$64.43	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Dive Supervisors	\$112.37	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Diver	\$110.87	<u>7E</u>	<u>4X</u>	<u>8V</u>	View
Franklin	Divers & Tenders	Diver on Standby	\$63.43	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Diver Tender	\$64.43	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Diving Master	\$74.42	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Manifold Operator	\$64.43	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Manifold Operator Mixed Gas	\$68.43	<u>7E</u>	<u>4X</u>		View
Franklin	Divers & Tenders	Remote Operated Vehicle Operator	\$64.43	<u>7E</u>	<u>4X</u>		View

Franklin	Divers & Tenders	Remote Operated Vehicle Tender/Technician	\$61.33	<u>7E</u>	<u>4X</u>		View
Franklin	Dredge Workers	Assistant Engineer	\$76.56	<u>5D</u>	<u>3F</u>		View
Franklin	Dredge Workers	Assistant Mate (Deckhand)	\$75.97	<u>5D</u>	<u>3F</u>		View
Franklin	Dredge Workers	Boatmen	\$76.56	<u>5D</u>	<u>3F</u>		View
Franklin	Dredge Workers	Engineer Welder	\$78.03	<u>5D</u>	<u>3F</u>		View
Franklin	Dredge Workers	Leverman, Hydraulic	\$79.59	<u>5D</u>	<u>3F</u>		View
Franklin	Dredge Workers	Mates	\$76.56	<u>5D</u>	<u>3F</u>		View
Franklin	Dredge Workers	Oiler	\$75.97	<u>5D</u>	<u>3F</u>		View
Franklin	Drywall Applicator	Journey Level	\$53.36	<u>7E</u>	<u>4X</u>	<u>8N</u>	View
Franklin	Drywall Tapers	Journey Level	\$48.58	<u>7E</u>	<u>1P</u>		View
Franklin	Electrical Fixture Maintenance Workers	Journey Level	\$15.74		<u>1</u>		View
Franklin	Electricians - Inside	Cable Splicer	\$79.12	<u>5A</u>	<u>11F</u>		View
Franklin	Electricians - Inside	Journey Level	\$76.43	<u>5A</u>	<u>11F</u>		View
Franklin	Electricians - Inside	Welder	\$81.81	<u>5A</u>	<u>11F</u>		View
Franklin	Electricians - Motor Shop	Craftsman	\$15.74		<u>1</u>		View
Franklin	Electricians - Motor Shop	Journey Level	\$15.74		<u>1</u>		View
Franklin	Electricians - Powerline Construction	Cable Splicer	\$88.89	<u>5A</u>	<u>4D</u>		View
Franklin	Electricians - Powerline Construction	Certified Line Welder	\$81.65	<u>5A</u>	<u>4D</u>		View
Franklin	Electricians - Powerline Construction	Groundperson	\$52.91	<u>5A</u>	<u>4D</u>		View
Franklin	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$81.65	<u>5A</u>	<u>4D</u>		View
Franklin	Electricians - Powerline Construction	Journey Level Lineperson	\$81.65	<u>5A</u>	<u>4D</u>		View
Franklin	Electricians - Powerline Construction	Line Equipment Operator	\$70.02	<u>5A</u>	<u>4D</u>		View
Franklin	Electricians - Powerline Construction	Meter Installer	\$52.91	<u>5A</u>	<u>4D</u>	<u>8W</u>	View
Franklin	Electricians - Powerline Construction	Pole Sprayer	\$81.65	<u>5A</u>	<u>4D</u>		View
Franklin	Electricians - Powerline Construction	Powderperson	\$60.75	<u>5A</u>	<u>4D</u>		View
Franklin	Electronic Technicians	Journey Level	\$50.82	<u>5I</u>	<u>1B</u>		View
Franklin	Elevator Constructors	Mechanic	\$103.81	<u>7D</u>	<u>4A</u>		View
Franklin	Elevator Constructors	Mechanic In Charge	\$112.09	<u>7D</u>	<u>4A</u>		View
Franklin	Fabricated Precast Concrete Products	Journey Level	\$15.74		<u>1</u>		View
Franklin	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$15.74		<u>1</u>		View
Franklin	Fence Erectors	Fence Erector	\$47.62	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Franklin	Flaggers	Journey Level	\$44.88	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View
Franklin	Glaziers	Journey Level	\$40.20	<u>7L</u>	<u>4L</u>		View
Franklin	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$59.24	<u>5K</u>	<u>1U</u>		View
Franklin	Heating Equipment Mechanics	Journey Level	\$71.93	<u>5A</u>	<u>1X</u>		View
Franklin	Hod Carriers & Mason Tenders	Journey Level	\$44.89	<u>7B</u>	<u>1M</u>	<u>8Z</u>	View

Franklin	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		1		View
Franklin	Inland Boatmen	Journey Level	\$15.74		1		View
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$15.74		1		View
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		1		View
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$15.74		1		View
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$15.74		1		View
Franklin	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$15.74		1		View
Franklin	Insulation Applicators	Journey Level	\$53.36	7E	4X	8N	View
Franklin	Ironworkers	Journeyman	\$67.91	7N	1O		View
Franklin	Laborers	Air And Hydraulic Track Drill	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Asphalt Raker	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Asphalt Roller, Walking	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Brick Pavers	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Brush Hog Feeder	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Brush Machine	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Caisson Worker, Free Air	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Carpenter Tender	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Cement Finisher Tender	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Cement Handler	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Chain Saw Operator & Faller	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Clean-up Laborer	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Compaction Equipment	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Concrete Crewman	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Concrete Saw, Walking	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Concrete Signalman	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Concrete Stack	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Confined Space Attendant	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Construction Specialist	\$48.39	7B	1M	8Z	View
Franklin	Laborers	Crusher Feeder	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Demolition	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Demolition Torch	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Dope Pot Fireman, Non-mechanical	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Driller Helper (when Required To Move & Position Machine)	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Drills With Dual Masts	\$48.50	7B	1M	8Z	View
Franklin	Laborers	Dry Stack Walls	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Dumpman	\$47.62	7B	1M	8Z	View

Franklin	Laborers	Erosion Control Laborer	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Firewatch	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Form Cleaning Machine Feeder, Stacker	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Form Setter, Paving	\$47.91	7B	1M	8Z	View
Franklin	Laborers	General Laborer	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Grade Checker	\$50.33	7B	1M	8Z	View
Franklin	Laborers	Grout Machine Header Tender	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Guard Rail	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Gunite	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Hazardous Waste Worker (level A)	\$48.50	7B	1M	8Z	View
Franklin	Laborers	Hazardous Waste Worker (level B)	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Hazardous Waste Worker (level C)	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Hazardous Waste Worker (level D)	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Hdpe Or Similar Liner Installer	\$47.62	7B	1M	8Z	View
Franklin	Laborers	High Scaler	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Industrial Technician	\$61.41	7B	1M	8Z	View
Franklin	Laborers	Jackhammer Operator Miner, Class "b"	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Laser Beam Operator	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Miner, Class "a"	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Miner, Class "c"	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Miner, Class "d"	\$48.50	7B	1M	8Z	View
Franklin	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Mortar Mixer	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Nipper	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Nozzleman	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Pavement Breaker, 90 Lbs. & Over	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Pavement Breaker, Under 90 Lbs.	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Pilot Car	\$44.88	7B	1M	8Z	View
Franklin	Laborers	Pipelayer	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate.	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Pipewrapper	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Plasterer Tenders	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Pot Tender	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Powderman	\$49.97	7B	1M	8Z	View
Franklin	Laborers	Powderman Helper	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Power Buggy Operator	\$47.91	7B	1M	8Z	View

Franklin	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Rad-Con Technician	\$61.41	7B	1M	8Z	View
Franklin	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Remote Equipment Operator	\$48.50	7B	1M	8Z	View
Franklin	Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Rigger/signal Person	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Riprap Person	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Rodder & Spreader	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Sand Hogs Under Compressed Air Conditions	\$95.15	7B	1M	8Z	View
Franklin	Laborers	Sandblast Tailhoseman	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Scaffold Erector, Wood Or Steel	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Scaleman	\$44.88	7B	1M	8Z	View
Franklin	Laborers	Stake Jumper	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Structural Mover	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Tailhoseman (water Nozzle)	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Timber Buckler & Faller (by Hand)	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Track Laborer (rr)	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Traffic Control Laborer	\$44.88	7B	1M	8Z	View
Franklin	Laborers	Traffic Control Supervisor	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Trencher, Shawnee	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Trenchless Technology Technician	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Truck Loader	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Truck Mounted Attenuator	\$44.88	7B	1M	8Z	View
Franklin	Laborers	Tugger Operator	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Vibrators, All	\$48.20	7B	1M	8Z	View
Franklin	Laborers	Wagon Drills	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Water Pipe Liner	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$48.50	7B	1M	8Z	View
Franklin	Laborers	Well-point Person	\$47.62	7B	1M	8Z	View
Franklin	Laborers	Wheelbarrow, Power Driven	\$47.91	7B	1M	8Z	View
Franklin	Laborers	Window Washer, Cleaner	\$44.88	7B	1M	8Z	View
Franklin	Laborers - Underground Sewer & Water	General Laborer & Topman	\$48.20	7B	1M	8Z	View
Franklin	Laborers - Underground Sewer & Water	Pipe Layer	\$48.20	7B	1M	8Z	View
Franklin	Landscape Construction	Landscape Laborer	\$44.88	7B	1M	8Z	View
Franklin	Landscape Construction	Landscape Operator	\$55.13	7Z	4S	9A	View

Franklin	Landscape Maintenance	Groundskeeper	\$15.74		1		View
Franklin	Lathers	Journey Level	\$53.36	7E	4X	8N	View
Franklin	Marble Setters	Journey Level	\$55.44	5A	1M		View
Franklin	Metal Fabrication (In Shop)	Fitter	\$15.74		1		View
Franklin	Metal Fabrication (In Shop)	Laborer	\$15.74		1		View
Franklin	Metal Fabrication (In Shop)	Machine Operator	\$15.74		1		View
Franklin	Metal Fabrication (In Shop)	Painter	\$15.74		1		View
Franklin	Metal Fabrication (In Shop)	Welder	\$15.74		1		View
Franklin	Millwright	Journey Level	\$73.35	5A	1B		View
Franklin	Modular Buildings	Journey Level	\$15.74		1		View
Franklin	Painters	Commercial Painter	\$43.01	6Z	1W		View
Franklin	Painters	Industrial Painter	\$50.32	6Z	1W	9D	View
Franklin	Pile Driver	Journey Level	\$57.36	7E	4X	8N	View
Franklin	Plasterers	Journey Level	\$53.51	7K	1N		View
Franklin	Playground & Park Equipment Installers	Journey Level	\$15.74		1		View
Franklin	Plumbers & Pipefitters	Journey Level	\$88.41	6Z	1Q		View
Franklin	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$54.96	7Z	4S	9A	View
Franklin	Power Equipment Operators	A-frame Truck (single Drum)	\$54.30	7Z	4S	9A	View
Franklin	Power Equipment Operators	All Tower Cranes	\$59.25	7Z	4S	9A	View
Franklin	Power Equipment Operators	Asphalt Plant Operator	\$55.61	7Z	4S	9A	View
Franklin	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$54.30	7Z	4S	9A	View
Franklin	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$54.96	7Z	4S	9A	View
Franklin	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$54.30	7Z	4S	9A	View
Franklin	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$55.61	7Z	4S	9A	View
Franklin	Power Equipment Operators	Backfillers (cleveland & Similar)	\$54.96	7Z	4S	9A	View
Franklin	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$55.31	7Z	4S	9A	View
Franklin	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$55.31	7Z	4S	9A	View
Franklin	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$55.61	7Z	4S	9A	View
Franklin	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$55.90	7Z	4S	9A	View
Franklin	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$55.90	7Z	4S	9A	View
Franklin	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$55.61	7Z	4S	9A	View
Franklin	Power Equipment Operators	Bagley Or Stationary Scraper	\$54.30	7Z	4S	9A	View
Franklin	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$55.61	7Z	4S	9A	View
Franklin	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$54.96	7Z	4S	9A	View
Franklin	Power Equipment Operators	Batch Plant (over 4 Units)	\$55.61	7Z	4S	9A	View

Franklin	Power Equipment Operators	Belt Finishing Machine	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Bending Machine	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Bit Grinders	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Blower Operator (cement)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Boat Operator	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Bob Cat (skid Steer)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Bolt Threading Machine	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Boom Cats (side)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Boring Machine (earth)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Bump Cutter (wayne, Saginaw Or Similar)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Cableway Controller (dispatcher)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Cableway Operators	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Canal Lining Machine (concrete)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$55.31	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Cement Hog	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Clamshell, Dragline	\$57.63	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Compactor (self-propelled With Blade)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Concrete Pump Boon Truck	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Concrete Saw (multiple Cut)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Concrete Slip Form Paver	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View

Franklin	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Crane Oiler & Cable Tender, Mucking Machine	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Crane Oiler - Driver (cdl Required)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Cranes (100 to 299 Tons) All Attachments	\$58.49	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Cranes (25 Tons To And Including 44 Tons), All Attachments Incl. Clamshell, Dragline	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Cranes (300 Tons and Over) All Attachments	\$59.25	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Cranes (45 Tons To 55 Tons), All Attachments Incl. Clamshell And Dragline	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Cranes (56 to 99 tons) and overhead, rail and Quick Tower. All attachment incl. Clamshell, Dragline	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Crusher Feeder	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Deck Engineer	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Deck Hand	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Distributor Leverman	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Ditch Witch Or Similar	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Dope Pots (power Agitated	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Dozer, 834 R/t & Similar	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Drill Doctor	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Driller Licensed	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Drillers Helper	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Elevating Belt (holland Type)	\$55.90	ZZ	4S	9A	View

Franklin	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Elevator Hoisting Materials	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Fireman & Heater Tender	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Gin Trucks (pipeline)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Grade Checker	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Guniting Combination Mixer & Compressor	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	H.d. Mechanic	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	H.d. Welder	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Heavy Equipment Robotics Operator	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Helicopter Pilot	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Hoe Ram	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Hoist, Single Drum	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds.)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Locomotive Engineer	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators	Longitudinal Float	\$54.30	ZZ	4S	9A	View

Franklin	Power Equipment Operators	Master Environmental Maintenance Technician	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Mixer (portable - Concrete)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Mixermobile	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Mucking Machine	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Paving (dual Drum)	\$55.31	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Piledriving Engineers	\$55.31	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Plant Oiler	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Posthole Auger Or Punch	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Power Broom	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Pump (grout Or Jet)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Pumpman	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Quad-track Or Similar Equipment	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$55.31	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$55.31	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
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	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Roto Mill (pavement Grinder)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Rotomill Groundsman	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Scrapers, All, Rubber-tired	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Screed Operator	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View

Franklin	Power Equipment Operators	Shovels (3 Yds. & Over)	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Shovels (under 3 Yds.)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$55.31	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Spray Curing Machine (concrete)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Spreader Box (self-propelled)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Spreader Machine	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Steam Cleaner	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Surface Heater & Planer Machine	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Traverse Finish Machine	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Tug Boat Operator	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Tugger Operator	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Turnhead (with Re-screening)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Turnhead Operator	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Vacuum Blasting Machine Operator	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Welding Machine	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators	Whirleys & Hammerheads, All	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (single Drum)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	All Tower Cranes	\$59.25	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$54.30	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View

Franklin	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Backfillers (cleveland & Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Backhoe (over 110,000 Gw)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Bagley Or Stationary Scraper	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Batch Plant (over 4 Units)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Belt Finishing Machine	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Belt Loader (kocal Or Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Bending Machine	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Bit Grinders	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Blower Operator (cement)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Bob Cat (skid Steer)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Bolt Threading Machine	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Boom Cats (side)	\$55.61	ZZ	4S	9A	View

Franklin	Power Equipment Operators-Underground Sewer & Water	Boring Machine (earth)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Bump Cutter (wayne, Saginaw Or Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cableway Controller (dispatcher)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cableway Operators	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Canal Lining Machine (concrete)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cement Hog	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Clamshell, Dragline	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Compactor (self-propelled With Blade)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Concrete Pump Boon Truck	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Concrete Saw (multiple Cut)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Concrete Slip Form Paver	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Crane Oiler & Cable Tender, Mucking Machine	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Crane Oiler - Driver (cdl Required)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cranes (100 to 299 Tons) All Attachments	\$58.49	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$55.31	ZZ	4S	9A	View

Franklin	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons To And Including 44 Tons), All Attachments Incl. Clamshell, Dragline	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cranes (300 Tons and Over) All Attachments	\$59.25	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cranes (45 Tons To 55 Tons), All Attachments Incl. Clamshell And Dragline	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Cranes (56 to 99 tons) and overhead, rail and Quick Tower. All attachment incl. Clamshell, Dragline	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Crusher Feeder	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Deck Engineer	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Deck Hand	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Distributor Leverman	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Ditch Witch Or Similar	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Dope Pots (power Agitated	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Dozer, 834 R/t & Similar	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Drill Doctor	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Driller Licensed	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Drillers Helper	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Elevating Belt (holland Type)	\$55.90	ZZ	4S	9A	View

Franklin	Power Equipment Operators-Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Elevator Hoisting Materials	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Fireman & Heater Tender	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Gin Trucks (pipeline)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Grade Checker	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Gunit Combination Mixer & Compressor	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	H.d. Mechanic	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	H.d. Welder	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Helicopter Pilot	\$57.63	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Hoe Ram	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Hoist, Single Drum	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Lime Brain Operator (recycle Train)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	\$54.30	ZZ	4S	9A	View

Franklin	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds.)	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$55.13	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Locomotive Engineer	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Longitudinal Float	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Technician	\$55.90	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Mixer (portable - Concrete)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Mixermobile	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Mucking Machine	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Multiple Dozer Units With Single Blade	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Paving (dual Drum)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Paving Machine (asphalt And Concrete)	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Piledriving Engineers	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Plant Oiler	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Posthole Auger Or Punch	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Power Broom	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Pump (grout Or Jet)	\$54.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Pumpman	\$53.96	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Quad-track Or Similar Equipment	\$55.61	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	\$54.30	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	\$55.31	ZZ	4S	9A	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	\$55.13	ZZ	4S	9A	View

Franklin	Power Equipment Operators-Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	\$55.61	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
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	\$53.96	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Roto Mill (pavement Grinder)	\$55.61	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Rotomill Groundsman	\$55.13	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$55.90	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	\$55.13	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Scrapers, All, Rubber-tired	\$55.61	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Screed Operator	\$55.61	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Shovels (3 Yds. & Over)	\$55.90	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Shovels (under 3 Yds.)	\$55.61	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$55.31	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	\$54.96	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Spray Curing Machine (concrete)	\$54.30	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Spreader Box (self-propelled)	\$54.30	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Spreader Machine	\$54.96	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Steam Cleaner	\$53.96	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	\$54.30	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Surface Heater & Planer Machine	\$55.13	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$54.30	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Traverse Finish Machine	\$54.96	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	\$55.61	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	\$55.13	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Tug Boat Operator	\$55.61	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Tugger Operator	\$54.30	<u>ZZ</u>	<u>4S</u>	<u>9A</u>	View

Franklin	Power Equipment Operators-Underground Sewer & Water	Turnhead (with Re-screening)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Turnhead Operator	\$54.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Vactor Guzzler, Super Sucker	\$55.61	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$55.13	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Welding Machine	\$53.96	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Equipment Operators-Underground Sewer & Water	Whirleys & Hammerheads, All	\$55.90	<u>7Z</u>	<u>4S</u>	<u>9A</u>	View
Franklin	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	<u>5A</u>	<u>4A</u>		View
Franklin	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	<u>5A</u>	<u>4A</u>		View
Franklin	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	<u>5A</u>	<u>4A</u>		View
Franklin	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	<u>5A</u>	<u>4A</u>		View
Franklin	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>		View
Franklin	Refrigeration & Air Conditioning Mechanics	Journey Level	\$88.41	<u>6Z</u>	<u>1Q</u>		View
Franklin	Residential Brick Mason	Journey Level	\$28.42		<u>1</u>		View
Franklin	Residential Carpenters	Journey Level	\$21.60		<u>1</u>		View
Franklin	Residential Cement Masons	Journey Level	\$52.83	<u>7B</u>	<u>1N</u>		View
Franklin	Residential Drywall Applicators	Journey Level	\$20.46		<u>1</u>		View
Franklin	Residential Drywall Tapers	Journey Level	\$19.32		<u>1</u>		View
Franklin	Residential Electricians	Journey Level	\$22.73		<u>1</u>		View
Franklin	Residential Glaziers	Journey Level	\$23.10		<u>1</u>		View
Franklin	Residential Insulation Applicators	Journey Level	\$15.74		<u>1</u>		View
Franklin	Residential Laborers	Journey Level	\$15.74		<u>1</u>		View
Franklin	Residential Marble Setters	Journey Level	\$28.42		<u>1</u>		View
Franklin	Residential Painters	Journey Level	\$15.74		<u>1</u>		View
Franklin	Residential Plumbers & Pipefitters	Journey Level	\$29.71		<u>1</u>		View
Franklin	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$17.24		<u>1</u>		View
Franklin	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$52.13	<u>5A</u>	<u>1X</u>		View
Franklin	Residential Soft Floor Layers	Journey Level	\$23.11	<u>5A</u>	<u>1N</u>		View
Franklin	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.74		<u>1</u>		View
Franklin	Residential Stone Masons	Journey Level	\$28.42		<u>1</u>		View

Franklin	Residential Terrazzo Workers	Journey Level	\$15.74		1		View
Franklin	Residential Terrazzo/Tile Finishers	Journey Level	\$15.74		1		View
Franklin	Residential Tile Setters	Journey Level	\$19.23		1		View
Franklin	Roofers	Irritable Bituminous Roofer	\$47.53	7G	4I		View
Franklin	Roofers	Journeyman Roofer, Waterproofing, Kettleman	\$44.53	7G	4I		View
Franklin	Sheet Metal Workers	Journey Level (Field or Shop)	\$71.93	5A	1X		View
Franklin	Sign Makers & Installers (Electrical)	Journey Level	\$15.74		1		View
Franklin	Sign Makers & Installers (Non-Electrical)	Journey Level	\$15.74		1		View
Franklin	Soft Floor Layers	Journey Level	\$55.56	5A	3J		View
Franklin	Solar Controls For Windows	Journey Level	\$15.74		1		View
Franklin	Sprinkler Fitters (Fire Protection)	Journey Level	\$64.44	7J	1R		View
Franklin	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		1		View
Franklin	Stone Masons	Journey Level	\$55.44	5A	1M		View
Franklin	Street And Parking Lot Sweeper Workers	Journey Level	\$15.74		1		View
Franklin	Surveyors	All Classifications	\$23.49	0	1		View
Franklin	Telecommunication Technicians	Journey Level	\$50.82	5I	1B		View
Franklin	Telephone Line Construction - Outside	Cable Splicer	\$39.15	5A	2B		View
Franklin	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.29	5A	2B		View
Franklin	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.72	5A	2B		View
Franklin	Telephone Line Construction - Outside	Telephone Lineperson	\$37.00	5A	2B		View
Franklin	Terrazzo Workers	Journey Level	\$43.81	5A	1M		View
Franklin	Tile Setters	Journey Level	\$43.81	5A	1M		View
Franklin	Tile, Marble & Terrazzo Finishers	Journey Level	\$35.93	5A	1M		View
Franklin	Traffic Control Stripers	Journey Level	\$51.90	7A	1K		View
Franklin	Truck Drivers	Asphalt Mix Over 20 Yards	\$54.60	5D	1V	8M	View
Franklin	Truck Drivers	Asphalt Mix To 20 Yards	\$54.40	5D	1V	8M	View
Franklin	Truck Drivers	Dump Truck	\$54.40	5D	1V	8M	View
Franklin	Truck Drivers	Dump Truck & Trailer	\$54.60	5D	1V	8M	View
Franklin	Truck Drivers	Other Trucks	\$54.29	5D	1V	8M	View
Franklin	Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	\$54.60	5D	1V	8M	View
Franklin	Truck Drivers - Ready Mix	Transit Mixers over 20 yards	\$54.94	5D	1V	8M	View
Franklin	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.45		1		View
Franklin	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		1		View
Franklin	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

Benefit Code Key – Effective 8/31/2022 thru 3/2/2023

Overtime Codes

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - 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 (1 ½) the straight time rate.

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

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

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

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

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

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.

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

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

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

Overtime Codes Continued

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

Overtime Codes Continued

11. I. 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. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

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).

Holiday Codes Continued

6. L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- 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.

Holiday Codes Continued

7. D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

Holiday Codes Continued

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.
- 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.

Holiday Codes Continued

7. L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
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.

Holiday Codes Continued

15. 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.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

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.

Note Codes Continued

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

- 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.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

- 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 - Manufacturers - Fabricators**

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

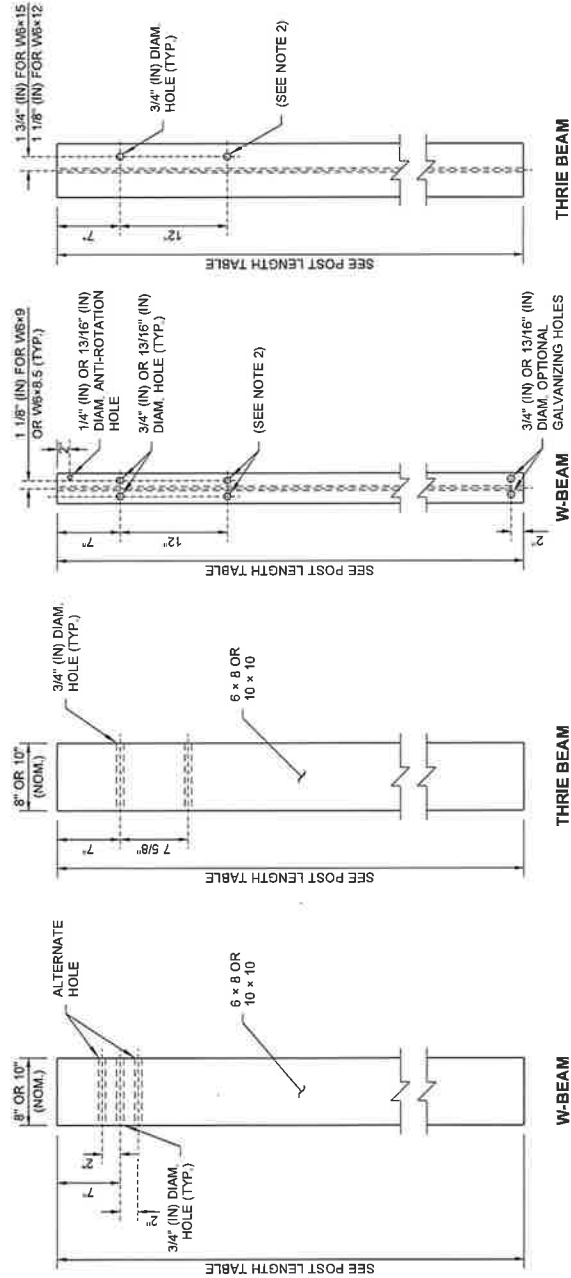
(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or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

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

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

STANDARD PLANS

- NOTES**
1. Wood posts for all guardrail placement plans shall be 6 x 8 except where noted otherwise.
 2. Lower hole is for w-beam rub rail of Beam Guardrail Type 31-Buried Terminal Type 2.
 3. W6x8.5 or W6x9 steel posts and timber blocks are alternates for 6x8 timber posts and blocks. W6x15 steel posts and timber blocks are alternates for 10x10 timber posts and blocks.
 4. Attach blockouts to steel posts using bolt holes on approaching traffic side of post web.
 5. When "Beam Guardrail Type - Ft. Long Post" is specified in the Contract, the post length shall be stamped with numbers, 1 1/2" (in) min. high and 3/4" (in) wide at the location where the letter "H" is shown in the ASSEMBLY DETAIL. For wood post applications, the letter shall be stamped to a minimum depth of 1/4" (in). For steel post applications, the letter shall be legible after the post is galvanized. After post installation, it shall be the Contractor's responsibility to ensure the stamped numbers remain visible.



STEEL POST
(SEE NOTES 3 AND 4)

POST LENGTH TABLE	
GUARDRAIL TYPE	LENGTH
TYPE 31	6' - 0" *
THIRIE BEAM	VARIES **

* SEE CONTRACT FOR "BEAM GUARDRAIL TYPE - FT. LONG POST" LENGTHS. (SEE NOTE 5)

** SEE STANDARD PLANS FOR THIRIE BEAM POST LENGTHS

WOOD POST

THIRIE BEAM

W-BEAM

THIRIE BEAM

W-BEAM

STEEL POST

WOOD POST

THIRIE BEAM

W-BEAM

STEEL POST

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BEAM GUARDRAIL TYPE 31

6' - 3"

6' - 3"

6' - 3"

3' - 1 1/2"

2"

MID SPAN SPURCE

GROUND LINE

13' - 6 1/2"

TYPICAL ELEVATION

3' - 1 1/2"

6' - 3"

3' - 1 1/2"

4 1/4" (TYP.)

4 1/4" (TYP.)

SYMMETRICAL ABOUT C

3/4" (IN) X 2 1/2" (IN) SLOT (TYP.)

2" (TYP.)

TYPICAL RAIL ELEMENT

1. Refer to **Standard Plan C-1b** for additional details not shown on this plan.
2. Extend shoulder pavement to provide a base for the extruded curb. See Contract Plans for exceptions to distances shown.
3. Use a single block or combination of blocks (no more than two (2) to achieve the actual 12" (in) offset. See **Standard Specification, Section 9-16.3(2)**. Wood blocks shall be secured to the posts with anti-rotation nails. If combination blocks are used, the adjacent blocks shall be toenailed with two (2) 6d galvanized nails to prevent block rotation.
4. Wood blocks are shown. Blocks of an approved alternative material may be used. See **Standard Specification, Section 9-16.3(2)**.
5. All posts for any standard barrier run shall be of the same type: timber or steel.
6. Attach blockouts to steel posts using bolt holes on approaching traffic side of post web.
7. Anti-rotation holes in steel posts are not required when using blocks with anti-rotation features (e.g., routed blocks).

[illegible]

3/4" (IN) DIAM. HOLE THROUGH
BLOCK FOR STEEL POST
ATTACHMENT

EXTRUDED CURB TYPE 1, 2, 3, 4, 5,
OR 6. (SEE CONTRACT FOR TYPE).
FOR EXTRUDED CURB DETAILS.

POST LENGTH	SLOPE	W (FT)
5-FOOT	2H : 1V OR FLATTER	2.5 MIN.
6-FOOT	1H : 1V OR FLATTER	4.0 MIN.
8-FOOT	STEEPER THAN 2H : 1V TO 1H : 1V	2.5 MIN.
8-FOOT	2H : 1V	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
* 9-FOOT	STEEPER THAN 2H : 1V TO 1.5H : 1V	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
* 11-FOOT	STEEPER THAN 1.5H : 1V TO 1H : 1V	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

1/4" (IN) OR 13/16" (IN) DIAM. HOLE FOR TIMBER OR 1/4" NAIL (1 1/4" DIAM. HOLE SHOWN) (SEE NOTE 7)

1 1/8"

2" (TYP.)

3/4" OR 13/16" DIAM. HOLE FOR BUTTON HEAD BOLT (TYP.)

STEEL POST

W6 x 8.5 x 6' (FT) OR W6 x 9 x 6' (FT) LONG STEEL POST (SEE NOTES 1 & 5)

5/8" (IN) RECESSED HEX NUT (TYP.)

CUT WASHER (TYP.) ANTI-ROTATION NAIL 16d (TYP.) (SEE NOTE 3)

6 x 8 x 6' (FT) LONG TIMBER POST (SEE NOTES 1 & 5) (SEE NOTE 3)

ANTI-ROTATION NAIL 16d (TYP.)

ANTI-ROTATION NAIL 16d (TYP.)

RAIL ELEMENT (TYP.)

5/8" (IN) x 22" (IN) BUTTON HEAD BOLT WITH 7/32" (IN) OVAL GRIP AND RECESSED HEX NUT (TYP.)

DIRECTION OF TRAVEL

6 x 8 TIMBER POST OR W6 x 8.5 OR W6 x 9 STEEL POST (TYP.) (SEE NOTE 3)

5/8" (IN) x 1 1/4" (IN) BUTTON HEAD BOLT
WITH 7/32" (IN) OVAL GRIP (TYP.)
AND RECESSED HEX NUTS ~
EIGHT (8) REQUIRED PER SPLICE

SHEET 1 OF 1 SHEET

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Sep 8, 2022

STATE OF NEW YORK

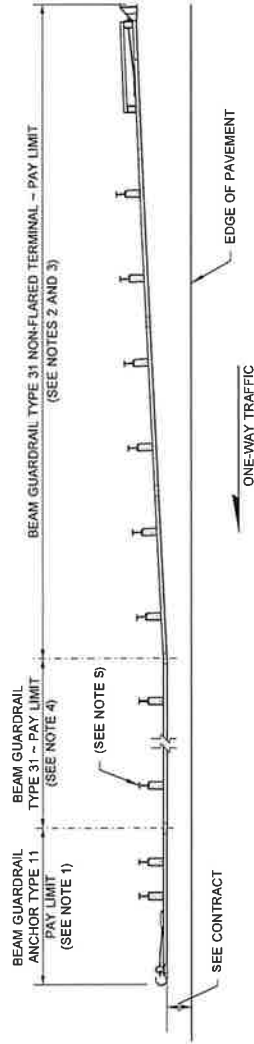
Washington State Department of Transportation



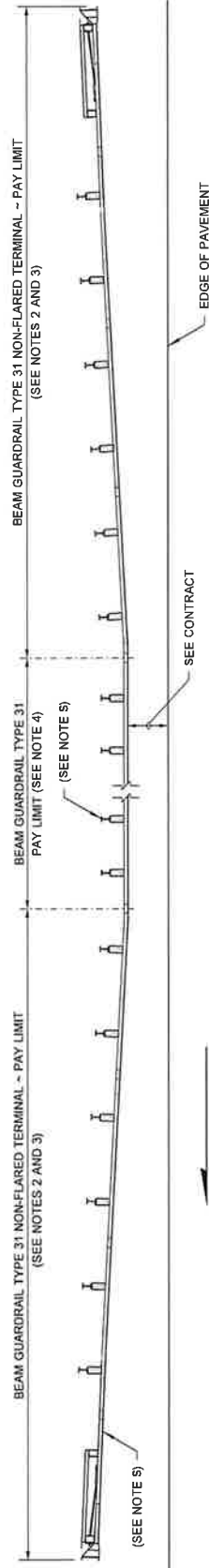
Sen 8 2022

NOTES

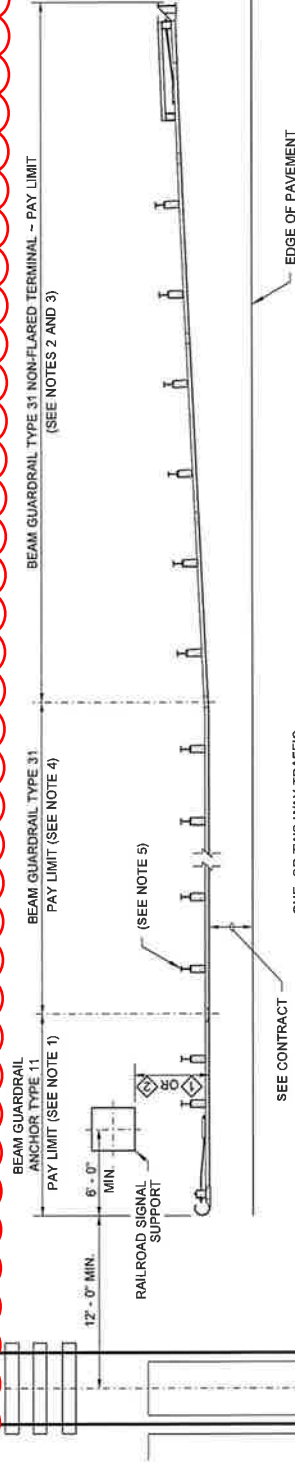
1. Where a crashworthy terminal is not required, use Beam Guardrail Anchor Type 11, see **Standard Plan C-23.70**.
2. Where a crashworthy terminal is required, use a Beam Guardrail Type 31 Non-Flared Terminal; see **Standard Plan C-22.40 or C-22.45**.
3. For terminal type and details, see Contract Plans and applicable drawings.
4. For additional details not shown on this plan, refer to **Standard Plan C-20.10**.
5. Timber or steel post, Steel post shown.



CASE 1-31



CASE 2-31



KEY NOTES

1. 9' - 0" Min. when railroad signal support is located 25-feet or less from end of guardrail run.
2. 5' - 0" Min. when railroad signal support is located greater than 25-feet from end of guardrail run.



Sep 8, 2022

BEAM GUARDRAIL TYPE 31 PLACEMENT (CASES 1-31, 2-31 & 3-31) STANDARD PLAN C-20.14-05

SHEET 1 OF 1 SHEET

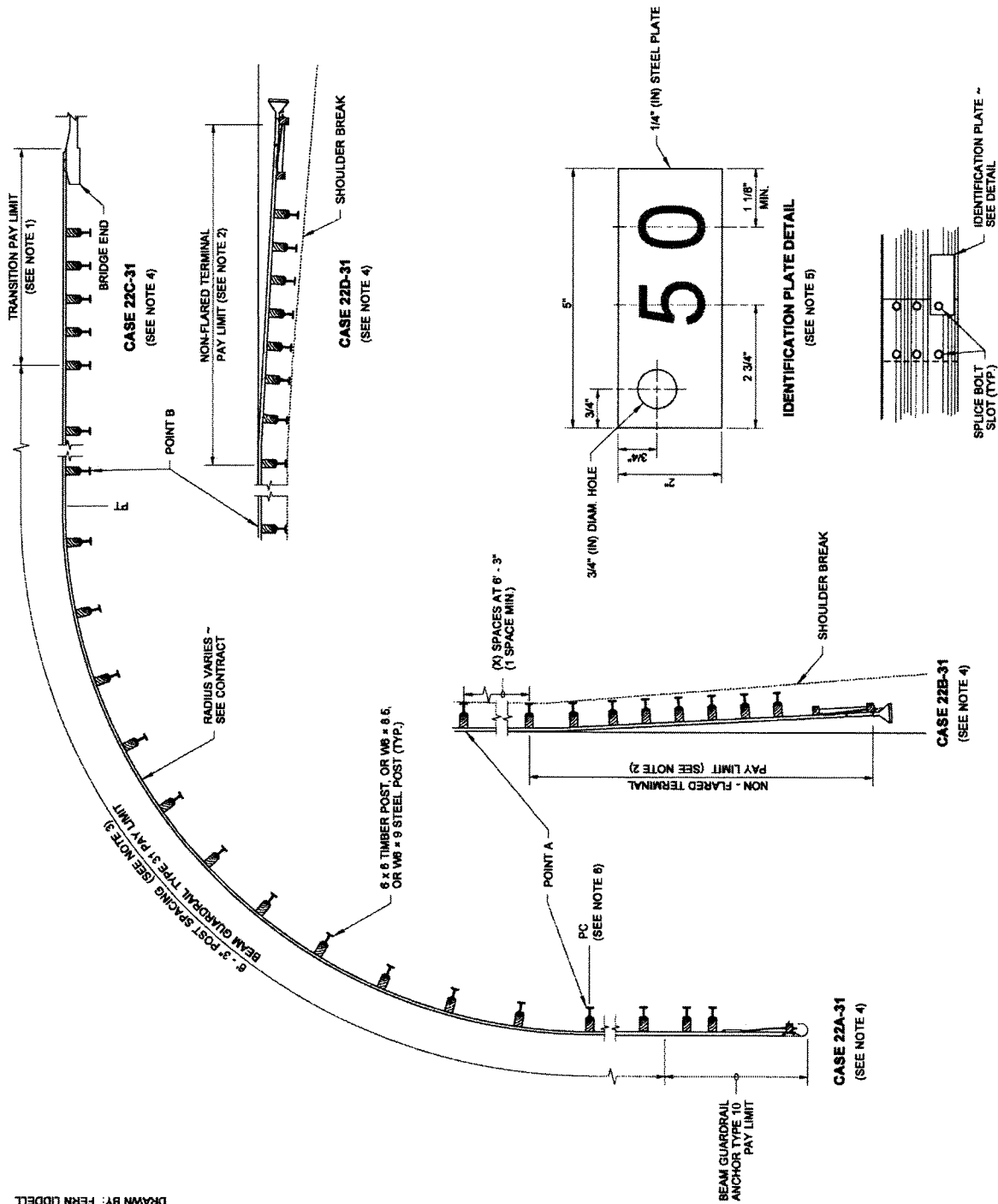
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Sep 8, 2022

STATE DESIGN ENGINEER

Washington State Department of Transportation





NOTES

1. See Contract for transition and connection type.
2. For additional installation requirements for Non-Flared Terminal placement, see **Standard Plan C-22.40**.
3. Guardrail installation shall be Beam Guardrail Type 31 with standard post and block. See **Standard Plan C-20.10** for additional details.
4. The first letter of case designation indicates the end 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 connection on the main road would be Case 22BC-31.
5. The radius dimension shall be etched into the plate as shown in the example on the Identification Plate Detail. Numerals shall be 1 1/2" (in) high minimum, and 3/4" (in) wide maximum. Plate shall be galvanized after etching and the letter shall remain permanently legible.
6. 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.



Barry, Ed
Jul 14 2015 8:00 AM

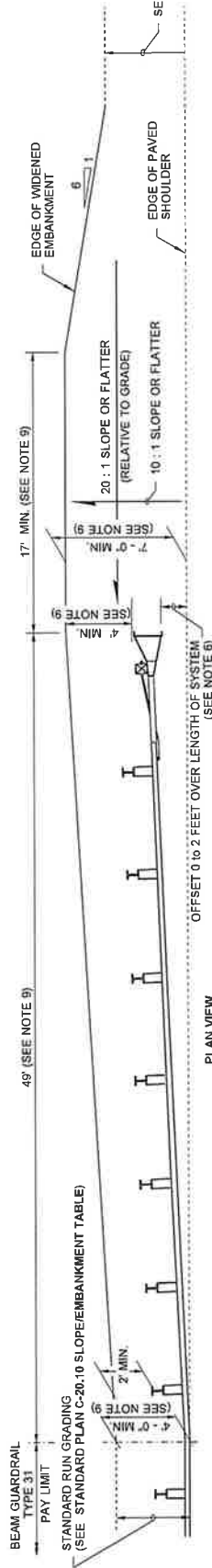
GUARDRAIL PLACEMENT STRONG POST ~ TYPE 31 INTERSECTION DESIGN STANDARD PLAN C-20.42-05

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Carpenter, Jeff
Jul 14 2015 11:27 AM

STATE ENGINEER

Washington State Department of Transportation



NOTES

1. The implementation of the Manual for Assessment of Safety Hardware (MASH) criteria may result in the acceptance of guardrail terminal systems currently not shown on this plan. Non-flared terminals shall be selected from the WSDOT Qualified Products List (QPL) or approved through the WSDOT Request for Approval of Materials (RAM) process.
2. This terminal is MASH compliant at Test Level Three (TL-3) and may be used for all posted speeds.
3. An MSKT-SP-MGS (TL-3) as manufactured by Road Systems, Inc., SOFTSTOP (TL-3) as manufactured by Trinity Highway Products, LLC, or MAX-TENSION (TL-3) as manufactured by Lindsay Transportation Solutions, shall be installed according to manufacturer's recommendations.
4. A reflectorized object marker shall be installed according to manufacturer's recommendations.
5. Snow load rail washers shall not be installed within the terminal limits.
6. Provide an offset between 0 to 2' (ft) so that the impact head does not encroach onto the paved shoulder. The offset is provided over the length of the terminal system from the center of the last post splice to either:
 - (1) The face of the impact head at its leading edge (MSKT-SP-MGS), or
 - (2) The center of Anchor Post 0 (Softstop or Max-Tension). Provide maximum offset where practicable.
7. For terminal details, see WSDOT approved manufacturer's drawings.
8. These terminals are supplied with steel posts only. They can be used with beam guardrail Type 31 runs composed of steel or wood guardrail posts.
9. The widened embankment dimensions shown on this plan will satisfy the installation requirements of all 3 guardrail terminal systems shown on this plan.



Sep 8, 2022

BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL (ALL POSTED SPEEDS) STANDARD PLAN C-22.40-09

SHEET 1 OF 1 SHEET

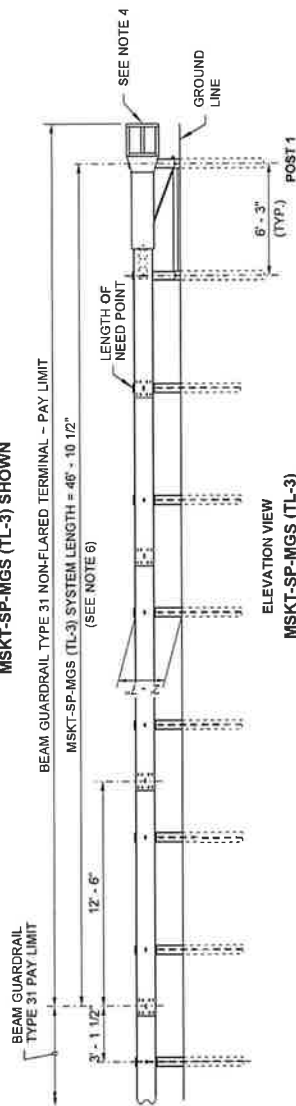
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Mark Chahal
Sep 8, 2022

STATE DESIGN ENGINEER

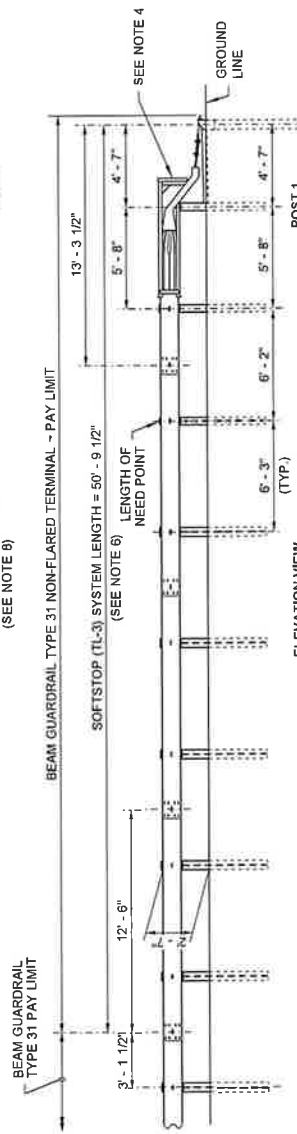
Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

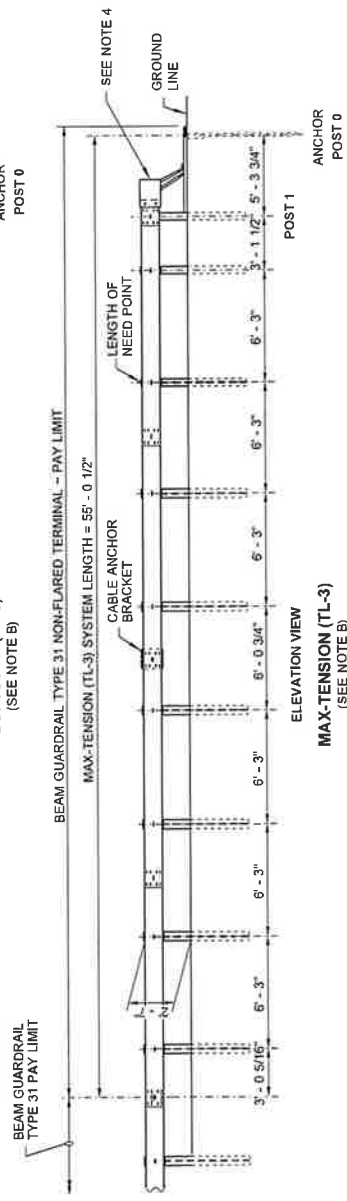
PLAN VIEW MSKT-SP-MGS (TL-3) SHOWN



ELEVATION VIEW MSKT-SP-MGS (TL-3) (SEE NOTE 8)



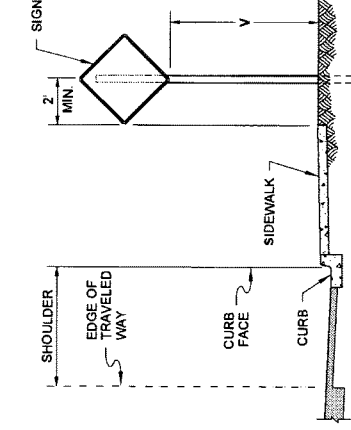
ELEVATION VIEW SOFTSTOP (TL-3) (SEE NOTE 8)



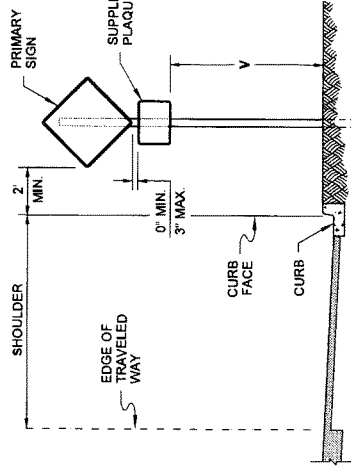
ELEVATION VIEW MAX-TENSION (TL-3) (SEE NOTE 8)

NOTES

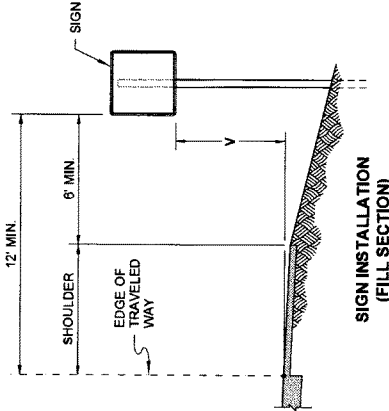
- For sign installation details, see **Standard Plan G - series**.
- Where it is impractical to locate a sign with the lateral offset, a minimum of 2 (ft) offset may be used. A 1 (ft) lateral offset may be used in business, commercial or residential areas.
- The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.



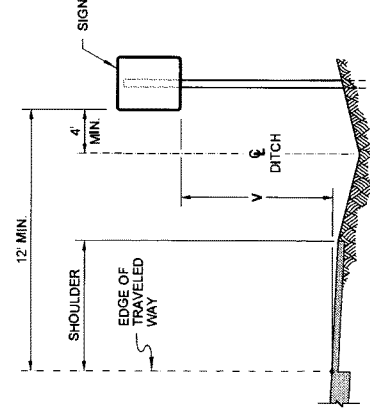
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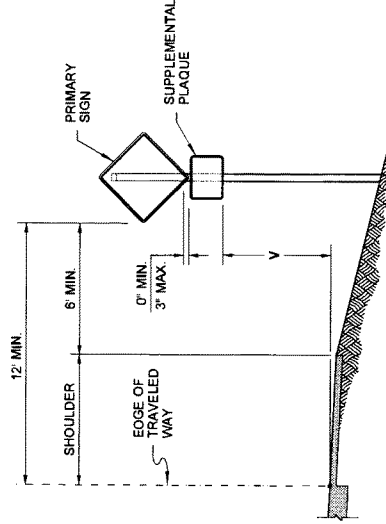
SIGN INSTALLATION
(CURB SECTION)



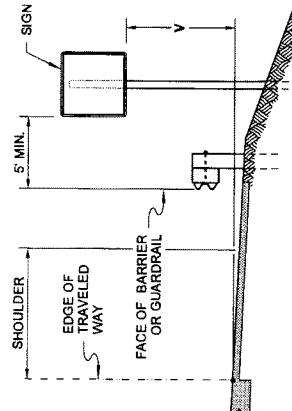
SIGN INSTALLATION
(FILL SECTION)



SIGN INSTALLATION
(DITCH SECTION)



SIGN WITH SUPPLEMENTAL
PLAQUE INSTALLATION
(FILL SECTION)



SIGN INSTALLATION
(BEHIND TRAFFIC BARRIER)

HEIGHT V	
TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)	TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)
RURAL	5' MINIMUM
URBAN	7' MINIMUM



2020.09.23 13:48:58
-0700

CLASS A
CONSTRUCTION SIGNING
INSTALLATION
STANDARD PLAN K-80.10-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Date: 2020.09.25
14:46:01 -0700
STATE DESIGN ENGINEER
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CONSTRUCTION DRAWINGS



FRANKLIN COUNTY

PUBLIC WORKS DEPARTMENT

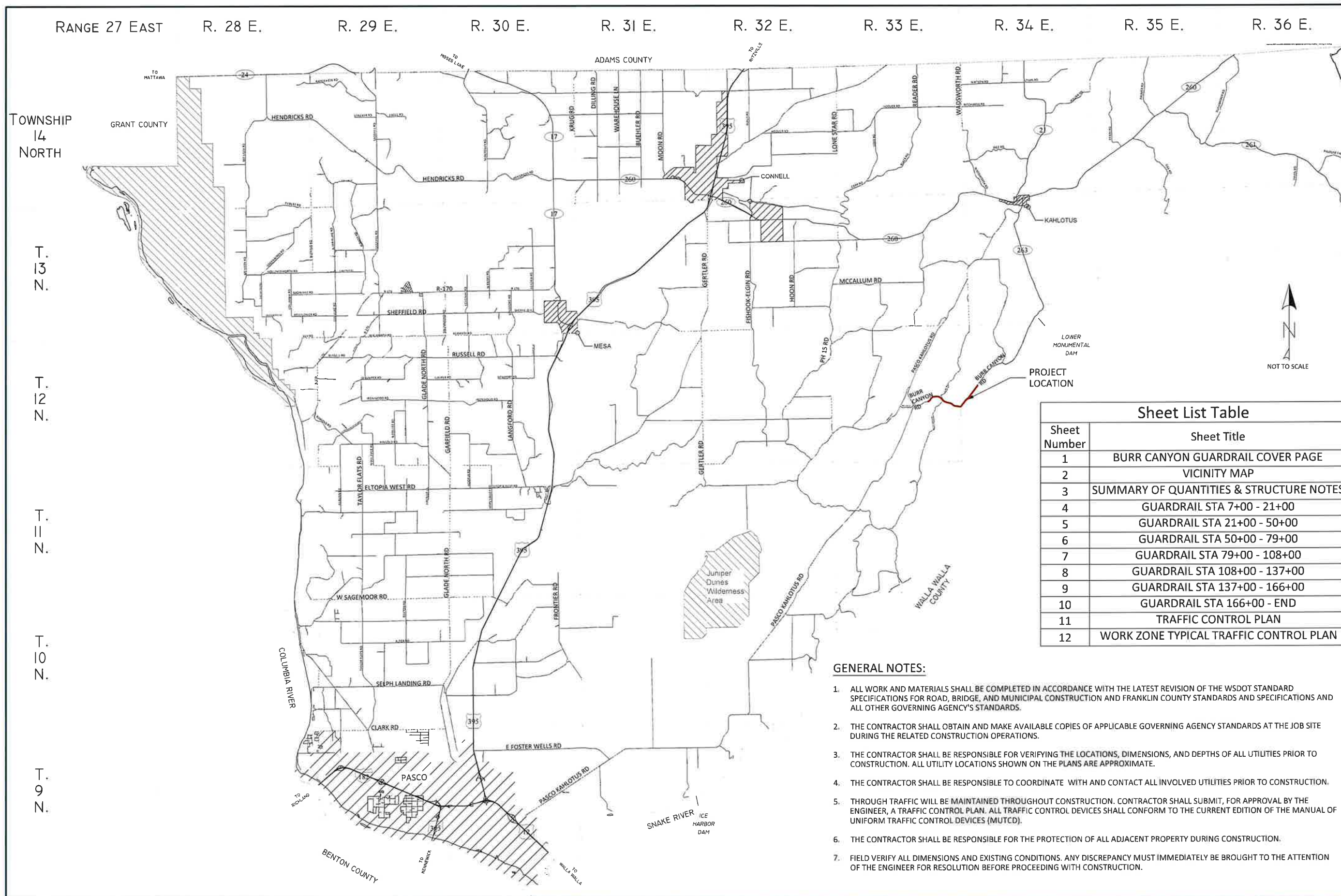
3416 STEARMAN AVE.
PASCO, WA 99301
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WEB:WWW.CO.FRANKLIN.WA.US



BURR CANYON GUARDRAIL

FEMA-4584-DR-WA

DATE:	Dec. 14, 22
CADD DWG	
BURR CANYON GENERAL	
REF. NO.	SHEET
G100	1 OF 12



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(509)545-3514
WEB: WWW.CO.FRANKLIN.WA.US

[illegible]

BURR CANYON GUARDRAIL

VICINITY MAP



FEDERAL AID NUMBER	
FEMA-4584-DR-WA	
CONTRACT NUMBER	
CRMP 4584	
STATE	REGION
WA	##
PLAN CHECK	
DRAWN BY:	AMN
DESIGNED BY:	AMN
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CADD DWG	

REF. NO.	SHEET
G001	2 OF 12

Sheet List Table

Sheet Number	Sheet Title
1	BURR CANYON GUARDRAIL COVER PAGE
2	VICINITY MAP
3	SUMMARY OF QUANTITIES & STRUCTURE NOTES
4	GUARDRAIL STA 7+00 - 21+00
5	GUARDRAIL STA 21+00 - 50+00
6	GUARDRAIL STA 50+00 - 79+00
7	GUARDRAIL STA 79+00 - 108+00
8	GUARDRAIL STA 108+00 - 137+00
9	GUARDRAIL STA 137+00 - 166+00
10	GUARDRAIL STA 166+00 - END
11	TRAFFIC CONTROL PLAN
12	WORK ZONE TYPICAL TRAFFIC CONTROL PLAN

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 INVOLVED UTILITIES PRIOR TO CONSTRUCTION.
5. THROUGH TRAFFIC WILL 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.

SUMMARY OF QUANTITIES			
BURR CANYON RD GUARDRAIL - FEMA			
ITEM NO.	UNIT	DESCRIPTION	QUANTITY
		PREPARATION	
1	L.S.	MOBILIZATION	L.S.
2	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	L.S.
		TRAFFIC	
3	L.F.	BEAM GUARDRAIL TYPE 31 - 8' POSTS	8640
4	L.F.	BEAM GUARDRAIL TYPE 31 - 11' POSTS	2870
5	EA	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	40
6	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.
7	S.F.	CONSTRUCTION SIGNS CLASS A	58
		OTHER ITEMS	
8	L.S.	TRIMMING AND CLEANUP	L.S.
9	L.S.	SPCC PLAN	L.S.

		① BEAM GUARDRAIL TYPE 31 8' POSTS	① BEAM GUARDRAIL TYPE 31 11' POSTS	② BEAM GUARDRAIL TERMINAL
SHEET #	STATION	L.F.	L.F.	EA
	HUNT RD			
7	6+18 TO 7+00 LT.	118		
7	6+18 TO 7+00 RT.	132		
7	7+00 TO 9+50 LT.		250	
7	7+00 TO 9+50 RT.		250	
7	10+00 LT. & RT.			2
	BURR CANYON RD			
4	13+50 RT.			1
4	14+00 TO 18+75 RT	475		
4	19+25 RT			1
4	14+40 LT.			1
4	14+90 TO 17+00 LT.	210		
4	17+50 LT.			1
5	22+15 RT			1
5	22+65 TO 28+50 RT	585		
5	29+00 RT			1
5	31+75 RT			1
5	32+25 TO 34+50	225		
5	35+00 RT.			1
5	33+00 LT.			1
5	33+50 TO 36+50 LT.	300		
5	37+00 LT.			1
6	51+50 LT.			1
6	52+00 TO 59+85 LT.	785		
6	60+35 LT.			1
6	61+50 LT.			1
6	62+00 TO 65+50 LT.	350		
6	66+00 LT.			1
6	74+00 LT.			1
6	74+50 TO 83+00 LT.	850		
6	76+75 RT.			1
6	77+25 TO 81+50 RT.	425		
7	82+00 RT.			1
7	84+50 TO 89+00 LT.	450		
7	89+50 LT.			1

		① BEAM GUARDRAIL TYPE 31 8' POSTS	① BEAM GUARDRAIL TYPE 31 11' POSTS	② BEAM GUARDRAIL TERMINAL
SHEET #	STATION	L.F.	L.F.	EA
	BURR CANYON RD			
7	93+15 LT.			1
7	93+65 TO 98+50 LT.	485		
7	99+00 LT.			1
7	99+50 LT.			1
7	100+00 TO 105+50 LT.	550		
7	106+00 LT.			1
8	108+00 LT.			1
8	108+50 TO 116+10 LT.	760		
8	116+60 LT.			1
8	117+00 RT.			1
8	117+50 TO 134+50 RT.	1700		
8	122+00 LT.			1
8	122+50 TO 123+50 LT.	100		
8	124+00 LT.			1
8	127+70 LT.			1
8	128+20 TO 128+50 LT.	30		
8	129+00 LT.			1
8-9	134+50 TO 140+80 RT.		630	
9	141+30 RT.			1
9	143+00 RT.			1
9	143+50 TO 144+50 RT.		100	
9	144+50 TO 145+60 RT.	110		
9	146+10 RT.			1
9	149+50 RT.			1
9	150+00 TO 155+75 RT.		575	
9	156+25 RT.			1
9	152+75 LT.			1
9	153+25 TO 153+90 LT.		65	
9	154+40 LT.			1
9	160+00 RT.			1
9-10	160+50 TO 170+50 RT.		1000	
10	171+00 RT.			1

CONSTRUCTION NOTES:

DETAILS ARE TO BE FOUND IN THE WASHINGTON STATE
STANDARD PLANS FOR ROAD, BRIDGE AND MUNICIPAL
CONSTRUCTION

- ① BEAM GUARDRAIL (TYPE 31), SEE STD PLAN C20-10-08.
- ② BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL (ALL POSTED SPEEDS), SEE STD PLAN C-22.40-09.



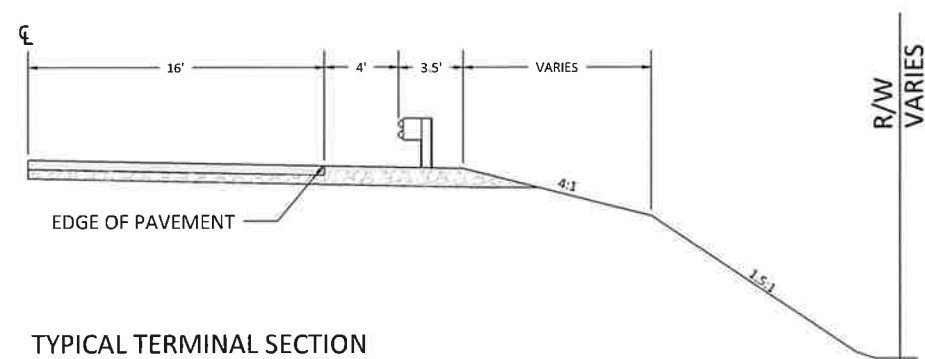
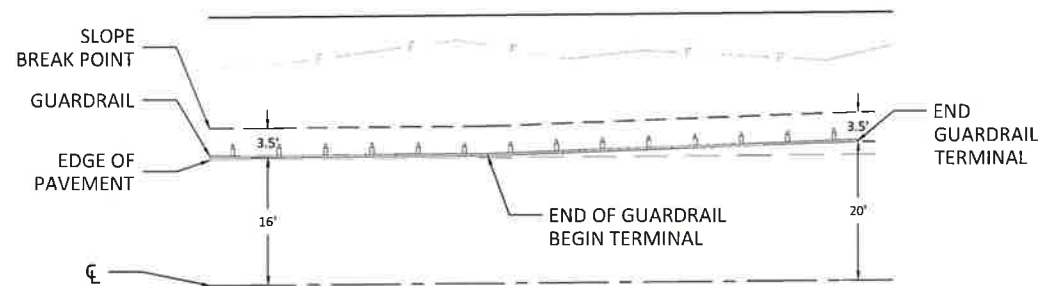
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3416 STEARMAN AVE..
PASCO, WA 99301
(509)545-3514
WEB: WWW.CO.FRANKLIN.WA.US

[illegible]Burr Canyon
Guardrail

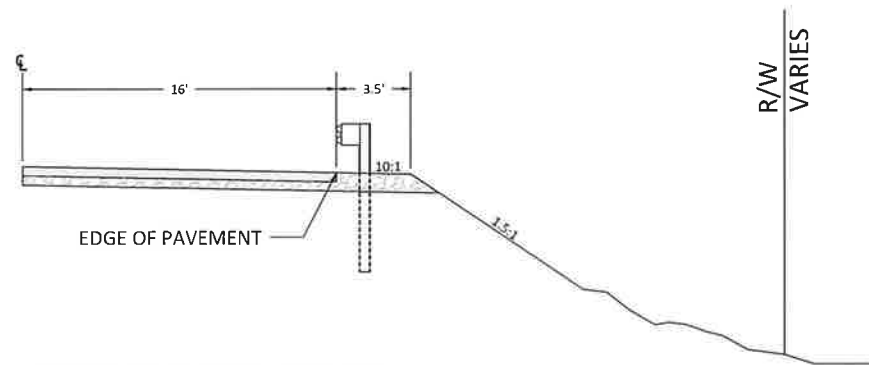
SUMMARY OF QUANTITIES & STRUCTURE NOTES



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CONTRACT NUMBER	
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WA	##
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BURN CANYON GUARDRAIL - GENERAL	
REF. NO.	SHEET
G102	3 OF 12



TYPICAL TERMINAL SECTION

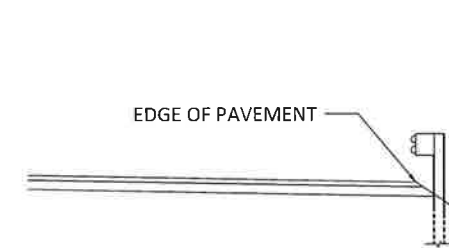


TYPICAL GUARDRAIL SECTION

GUARDRAIL - 8' STEEL POSTS
SEE STANDARD PLAN BEAM GUARDRAIL TYPE 31
C-20.10-08

NOTES:

1. ALL GUARDRAIL POSTS SHALL BE STEEL POSTS UNLESS OTHERWISE REQUIRED.



GUARDRAIL - 11' STEEL POSTS



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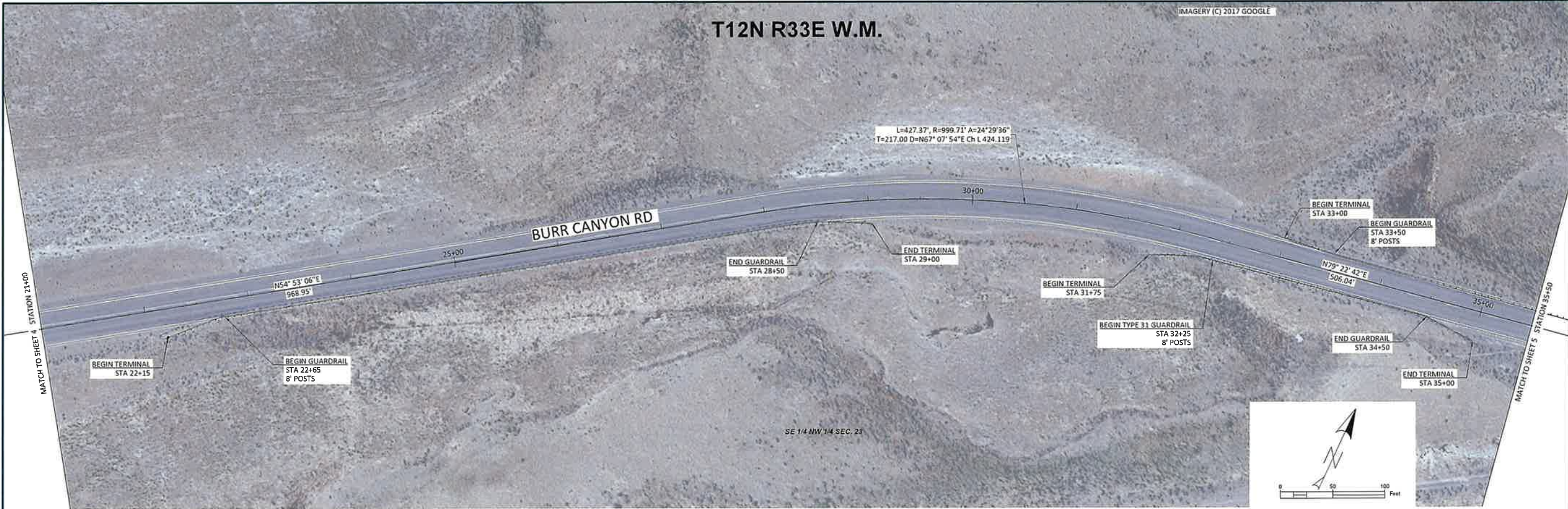
BURR CANYON ROAD
GUARDRAIL

GUARDRAIL STA 7+00 - 21+00



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WA ##
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C001 4 OF 12



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NO.	DESCRIPTION	BY	DATE

BURR CANYON ROAD
GUARDRAIL
GUARDRAIL STA 21+00 - 50+00



FEDERAL AID NUMBER	FEMA-4584-OR-WA
CONTRACT NUMBER	CRMP 4534
STATE	WA
REGION	##
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REF. NO.	SHEET
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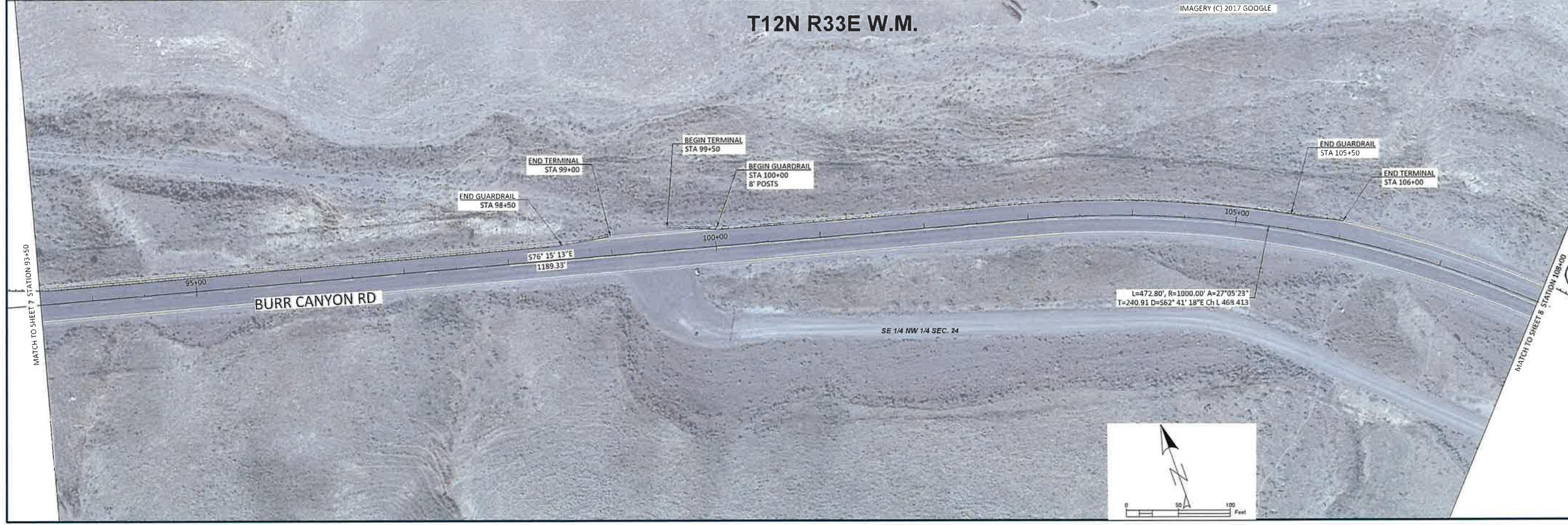
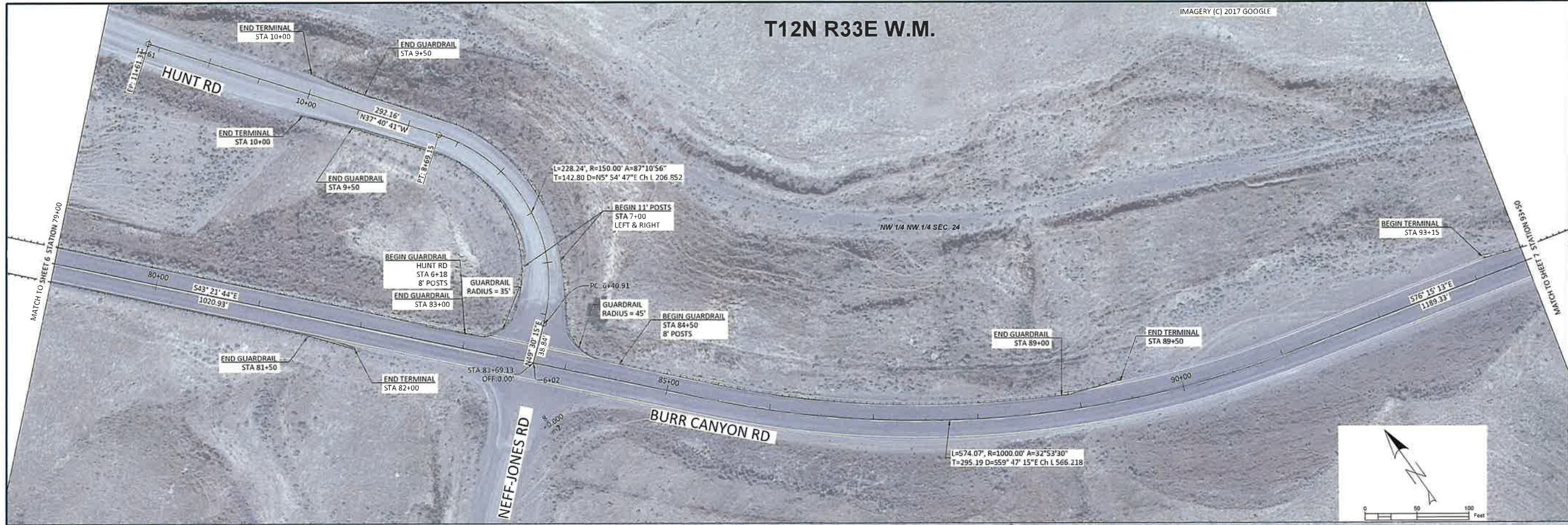
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**BURR CANYON ROAD
GUARDRAIL**

GUARDRAIL STA 50+00 - 79+00



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CONTRACT NUMBER	CRMP 4584
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REGION	##
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REF. NO.	SHEET
C003	6 OF 12






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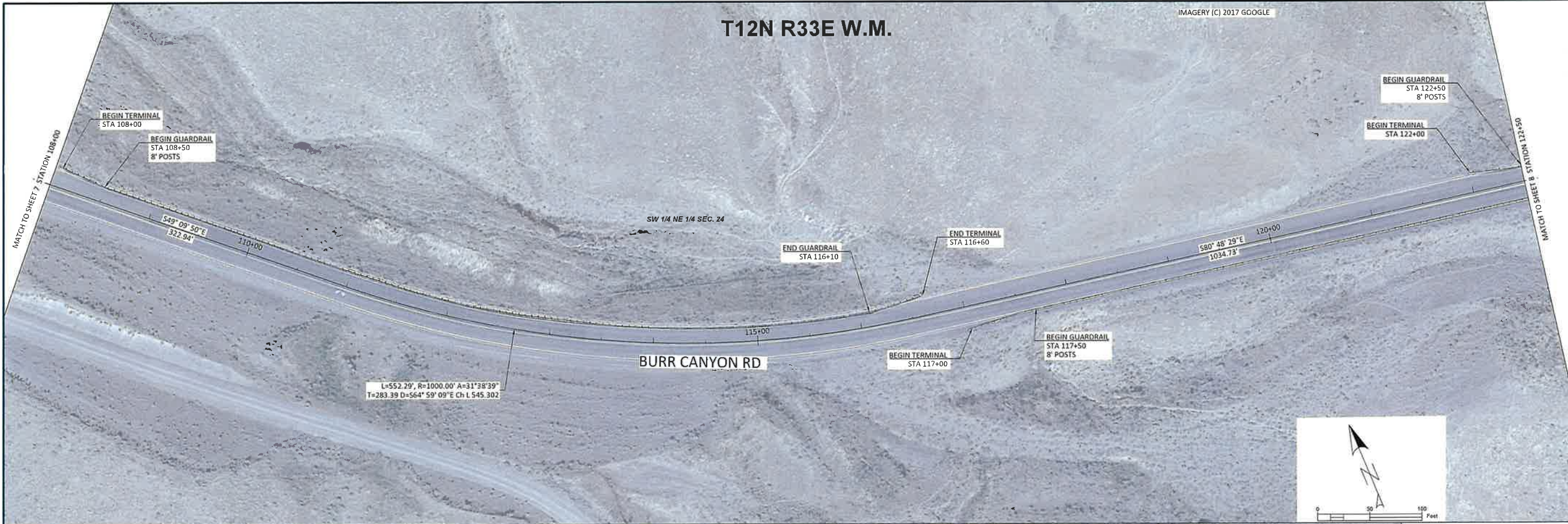
BURR CANYON ROAD
GUARDRAIL


GUARDRAIL STA 79+00 - 108+00



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CONTRACT NUMBER
CRMP 4584
STATE
WA
REGION

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REF. NO. SHEET
C004 7 OF 12






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NO.	DESCRIPTION	BY	DATE

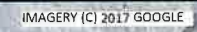
**BURR CANYON ROAD
GUARDRAIL**

GUARDRAIL STA 108+00 - 137+00



PRELIMINARY
52118
REGISTERED
12/14/2022

FEDERAL AID NUMBER
FEMA-4584-DR-WA
CONTRACT NUMBER
CRMP 4584
STATE WA REGION ##
PLAN CHECK
DRAWN BY: AMN
DESIGNED BY: AMN
CHECKED BY: CBE
DATE 2022-12-15 16:34:15
CADD DWG
BURR CANYON GUARDRAIL
REF. NO. SHEET
C005 8 OF 12



NW 1/4 NW 1/4 SEC. 19

SW 1/4 NW 1/4 SEC. 19

BURR CANYON RD

N37° 36' 55"
1612.43'

END GUARDRAIL
STA 140+80

STA 141+30

BEGIN TERMINAL
STA 143+00

BEGIN GUARDRAIL
STA 143+50
11' POSTS

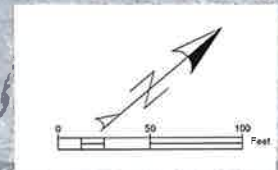
STA 144+50
8' POSTS

END GUARDRAIL
STA 145+60

END TERMINAL
STA 146+10

BEGIN TERMINAL
STA 149+50

BEGIN GUARDRAIL
STA 150+00
11' POSTS



IMAGERY (C) 2017 GOOGLE

SE 1/4 SW 1/4 SEC. 18

NE 1/4 NW 1/4 SEC. 19.

BEGIN TERMINA
STA 152+7

BEGIN GUARDRA
STA 153+25
11' POSTS

END GUARDRAIL
STA 153+90

END TERMINAL
STA 154+40

BURR CANYON RD

N45° 19' 55"
1028.27'

L=323.06', R=1909.86' A=9°41'30"
T=161.91 D=N40° 31' 39"E Ch L 322.671

N45° 19' 55"
1028.27'

END GUARDRAIL
STA 155+75

END TERMINAL
STA 156+25

BEGIN TERMINAL
STA 160+00

BEGIN GUARDRAIL
STA 160+50
11' POSTS

N35° 51' 21"
1076.06'



FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT
3416 STEARMAN AVE.
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[illegible]

BURR CANYON ROAD
GUARDRAIL

GUARDRAIL STA 137+00 - 166+00



FEDERAL AID NUMBER	
FEMA-4584-DR-WA	
CONTRACT NUMBER	
CRMP 4584	
STATE	REGION
WA	##
PLAN CHECK	
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CADD DWG	
BURR CANYON GUARDRAIL	
REF. NO.	SHEET

C006 9 OF 12



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1883

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NO.	DESCRIPTION	BY	DATE

BURR CANYON ROAD
GUARDRAIL

GUARDRAIL STA 166+00 - END

Professional Engineer

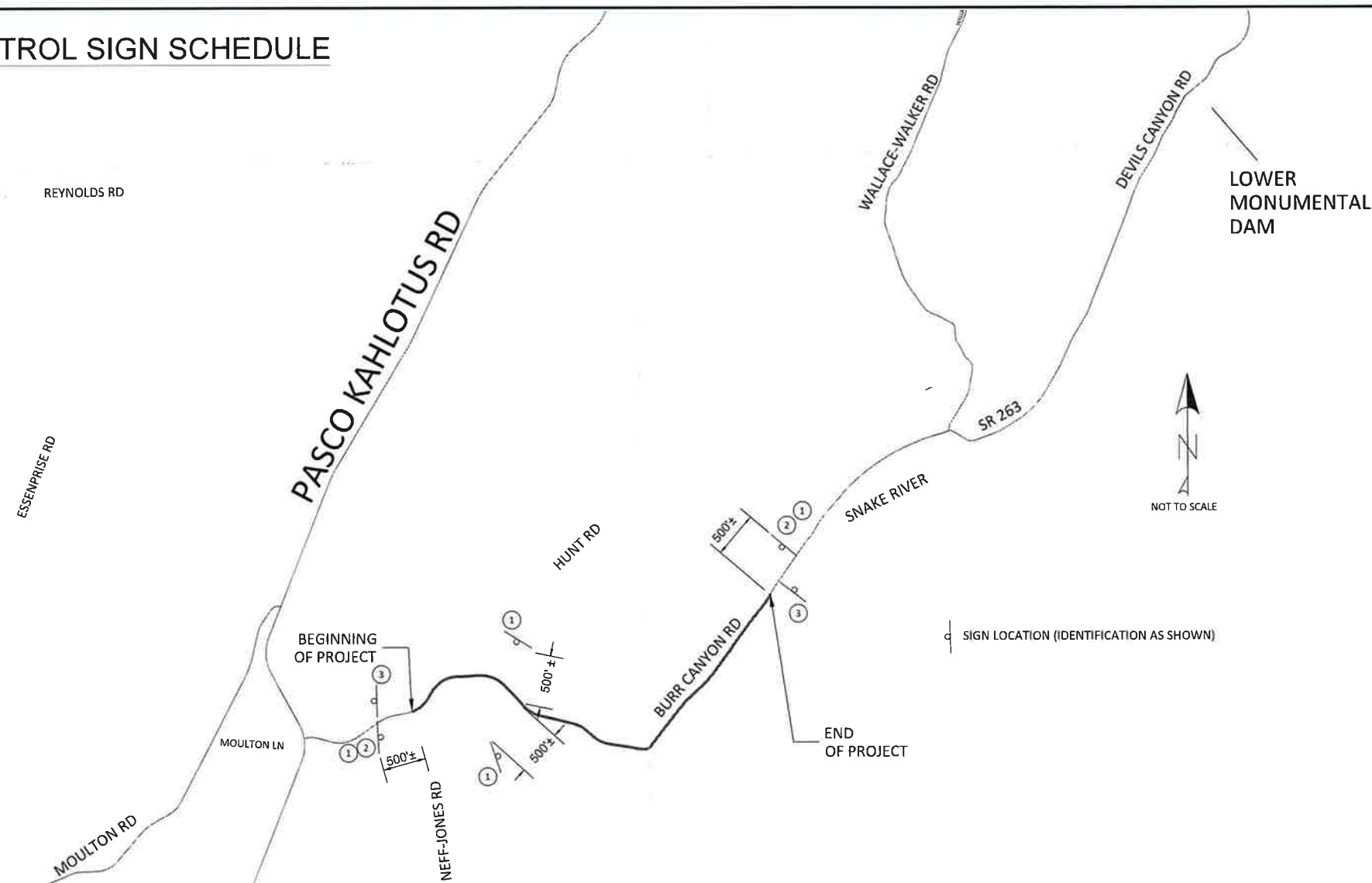
52118

12/14/2022

FEDERAL AID NUMBER
FEMA-4584-DR-WA
CONTRACT NUMBER
CRMP 4584
STATE
WA
REGION

PLAN CHECK
DRAWN BY: AMN
DESIGNED BY: AMN
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DATE: 2022-12-15 16:34:24
CADD DWG
BURR CANYON GUARDRAIL
REF. NO. SHEET
C007 10 OF 12

TRAFFIC CONTROL SIGN SCHEDULE



NOTES

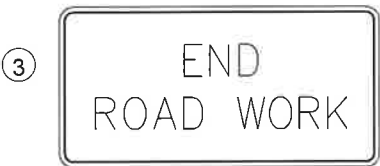
- 1. ALL REGULATORY TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE M.U.T.C.D.
- 2. ALL TRAFFIC CONTROL SIGNS AND DEVICES USED ON THIS PROJECT SHALL BE NEW OR LIKE NEW CONDITION.
- 3. LOCATION OF ALL SIGNS SHALL BE AS APPROVED BY THE ENGINEER.
- 4. REMOVE, COVER OR RELOCATE SIGNS AS REQUIRED DURING VARIOUS CONSTRUCTION STAGES.
- 5. ACCESS SHALL BE PROVIDED AT ALL TIMES TO PROPERTY OWNERS WITHIN PROJECT LIMITS.
- 6. SIGNS "1" AND "2" TO BE ON SAME POLE.
- 7. POST SIGNS ON 4x4 WOOD POSTS.
- 8. SIGN SET BACK 6 TO 12 FEET FROM EDGE OF TRAVELED WAY.
- 9. ALL CLASS A SIGNS SPACED AT 500 FEET.



W20-1
36" X 36"
4 EACH



W7-3A 24" x 18"
2 EACH



G20-2
48" x 24"
2 EACH

CLASS A SIGN LEGEND



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BURR CANYON
GUARDRAIL
TRAFFIC CONTROL PLAN

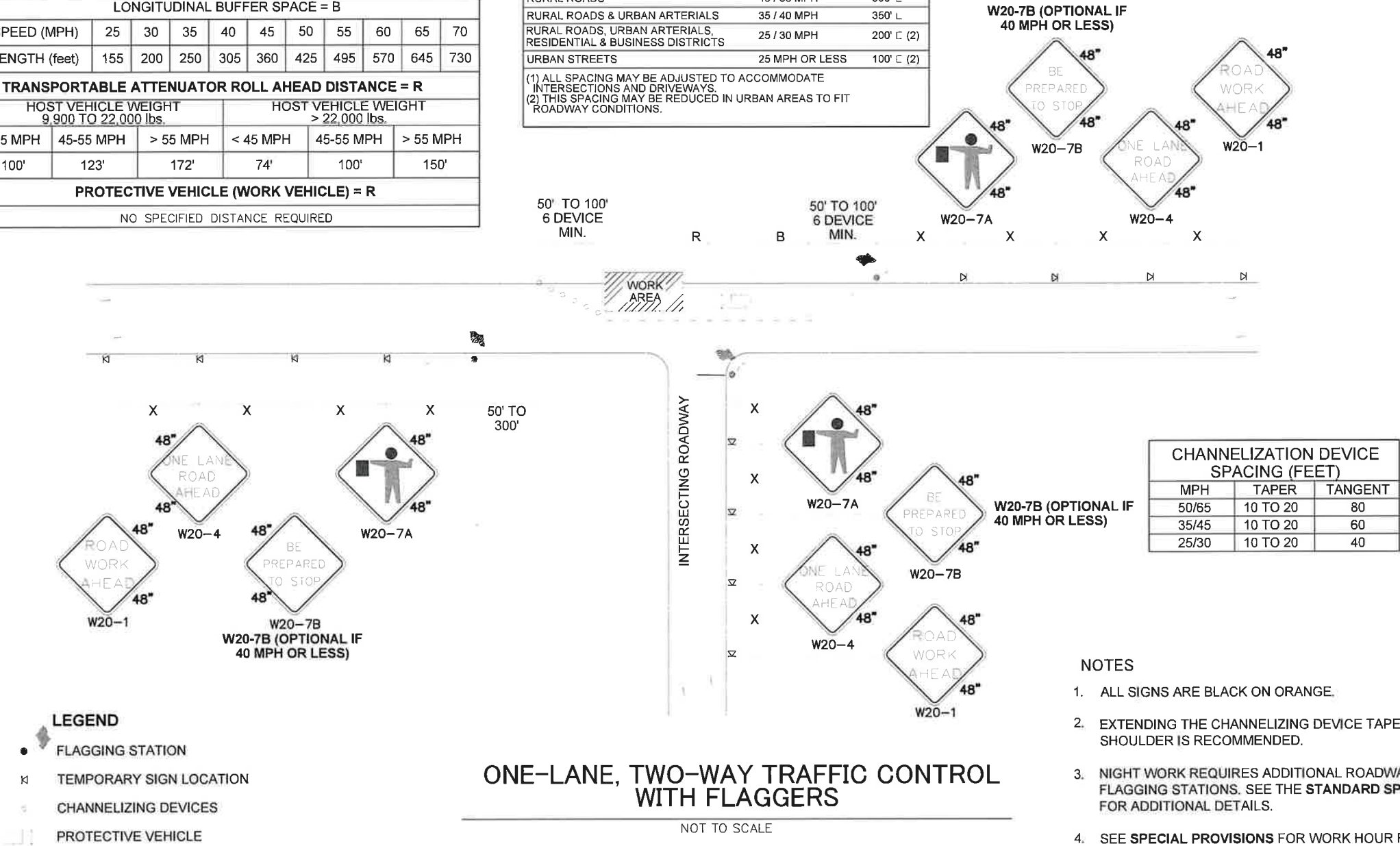


FEDERAL AID NUMBER	FEMA-4584-DR-WA
CONTRACT NUMBER	CRMP 4584
STATE	WA
REGION	##
PLAN CHECK	
DRAWN BY:	AMN
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CHECKED BY:	CBE
DATE	2022-12-15 16:45:01
CADD DWG	
BURR CANYON GUARDRAIL - GENERAL	
REF. NO.	SHEET
TC1	11 OF 12

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.					HOST VEHICLE WEIGHT > 22,000 lbs.					
< 45 MPH	45-55 MPH	> 55 MPH		< 45 MPH	45-55 MPH	> 55 MPH				
100'	123'	172'		74'	100'	150'				
PROTECTIVE VEHICLE (WORK VEHICLE) = R										
NO SPECIFIED DISTANCE REQUIRED										

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' L
RURAL ROADS	45 / 55 MPH	500' C
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' L
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' C (2)
URBAN STREETS	25 MPH OR LESS	100' C (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/65	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40

- NOTES
- ALL SIGNS ARE BLACK ON ORANGE.
 - EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
 - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
 - SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.



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NO.	DESCRIPTION	BY	DATE

BURR CANYON
GUARDRAIL

WORK ZONE TYPICAL TRAFFIC CONTROL PLAN



FEDERAL AID NUMBER	
FEMA-4584-DR-WA	
CONTRACT NUMBER	
CRMP 4584	
STATE	REGION
WA	##
PLAN CHECK	
DRAWN BY:	AMN
DESIGNED BY:	AMN
CHECKED BY:	CBE
DATE:	2022-12-15 16:45:03
CADD DWG	
BURR CANYON GUARDRAIL - GENERAL	
REF. NO.	SHEET
TC2	12 OF 12