



**BID AND CONTRACT DOCUMENTS
AND SPECIFICATIONS
FOR**

MILITARY ROAD SOUTH PRESERVATION PROJECT

**PROJECT # 36236
RFB # 23-005
GRANT FUNDING # STBGUL-1031(006)**

***City of Federal Way
Public Works Department
33325 8th Avenue South
Federal Way, WA 98003***

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FOR
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Bids Accepted Until 3:00 p.m., December 11, 2023 at
City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003

Prepared By:
City of Federal Way
Public Works Department

The contract plans and specifications for this Project have been reviewed and approved by:



Jenni S. Wilson
Public Works Director / Deputy Public Works Director

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*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

ADVERTISEMENT FOR BIDS

MILITARY ROAD SOUTH PRESERVATION PROJECT

SUBMITTAL OF SEALED BIDS: Notice is hereby given that the City of Federal Way will receive sealed bids through December 11, 2023, at 3:00 p.m. at the City Hall Finance Department at 33325 8th Avenue South, Federal Way, Washington 98003. Proposals received after said date and time will not be considered. All timely bids will be opened and read publicly aloud in the City Hylebos Conference Room, City Hall 33325 8th Avenue South, Federal Way, Washington 98003 at 3:05 p.m. on December 11, 2023.

This project shall consist of: Furnishing all materials, equipment, tools, labor, and other work or items incidental thereto, for the construction, sequencing and traffic control plan for overlaying existing asphalt concrete pavement within the City of Federal Way.

The City anticipates awarding this project to the successful bidder and intends to give Notice to Proceed as soon as the Contract and all required documents are executed in full. Regardless of the date of award or Notice to Proceed, the Contractor must complete all work within 50 working days.

BID DOCUMENTS: Plans, Specifications, Addenda, and plan holders list are available on-line through Builders Exchange of Washington at www.bxwa.com. Click on: "Posted Projects," "Public Works," and "City of Federal Way." It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Bidders List." Bidders that do not register will need to periodically check on-line for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with access or registration. An informational copy of plans, specifications, and addenda are available for viewing only at the City of Federal Way Finance Department.

QUESTIONS: Any questions must be directed to Jeff Huynh, by email at Jeff.Huynh@cityoffederalway.com, or by letter addressed to same. Questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of bids.

OTHER PROVISIONS: All bids and this Project shall be governed by the Contract, as defined by the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2023 (Standard Specifications), which is incorporated by this reference as though set forth in full.

All bid proposals shall be in accordance with the Contract and all bid proposals shall be accompanied by a bid deposit or bond in the amount required in the Contract. Forfeiture of the proposal bond or deposit to the City shall be in accordance with the Contract.

The recipient, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. The City encourages minority and women-owned firms to submit bids consistent with the City's policy to ensure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

DATES OF PUBLICATION:

Daily Journal of Commerce
Federal Way Mirror

Publish November 17, 2023 and November 24, 2023
Publish November 17, 2023 and November 24, 2023

INSTRUCTIONS TO BIDDERS & CHECKLISTS

(1) ADVERTISEMENT FOR BIDS AND CONTRACT DOCUMENTS

The Advertisement for Bids and Contract Documents contain bidder instructions that must be complied with.

(2) EXAMINATION OF BID AND CONTRACT DOCUMENTS – BIDDER RESPONSIBILITIES

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and Contract Documents, the Project site, the availability of materials and labor, publically available information, and has reviewed and inspected all applicable federal, state, and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

(3) INTERPRETATION OF BID AND CONTRACT DOCUMENTS

No oral clarifications, interpretations, or representation will be made to any bidder as to the meaning of the bid or Contract Documents. Bidders shall not rely upon any oral statement or conversation they may have with City's employees, agents, representatives, consultants, or design professionals regarding the Contract Documents, whether at the pre-bid meeting or otherwise and no oral communications will be binding upon the City. Any questions must be directed to Jeff Huynh, Civil Engineer, by email at Jeff.Huynh@cityoffederalway.com, or by letter addressed to same. The questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an Addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such Addenda shall become part of the bid.

(4) BID PRICE

The bid price shall include everything necessary for the completion of the Contract and the Work including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the Contract Documents. All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law. The offer shall remain in effect ninety (90) days after the bid opening.

(5) POSTPONEMENT OF BID OPENING

The City reserves the right to postpone the date and time for the opening of bids by Addendum at any time prior to the bid opening date and time announced in these documents.

(6) REJECTION OF BIDS

The City reserves the right to reject any bid for any reason including, but not limited to, the reasons listed in Special Provisions Section 1-02.13. The City further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids. If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered.

(7) RECYCLED PRODUCTS

The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

(8) BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required. Failure to comply may result in rejection of any bid not so complying.

- Bid Proposal**: The Bid Proposal shall be completed and fully executed, including filling in the total bid amount.
- Bid Bond**: This form is to be executed by the bidder (and the surety company as appropriate, depending upon the option selected by the bidder).
- Subcontractor List**: The Subcontractor List shall be filled in by the bidder.
- Contractor Certification – Wage Law Compliance**: This form shall be filled in and fully executed by the bidder.
- Proposal for Incorporating Recycled Materials**: This form shall be filled in and executed by the bidder.
- DBE Utilization Certification**: This form shall be filled in by the bidder.
- DBE Written Confirmation**: Part A of this form shall be filled in by the bidder and Part B shall be signed by UDBE firm.

(9) CONTRACT CHECKLIST

The following documents are to be executed and delivered to the City after the Bid is awarded:

- Public Works Contract**: The successful bidder will fully execute and deliver to the City the Public Works Contract ("Contract") from these Bid Documents.
- Certificate of Insurance**: The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.
- Performance/Payment Bond**: The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.
- Business License**: The successful bidder will provide a copy of a current Business License with the City of Federal Way.

BID PROPOSAL
MILITARY ROAD SOUTH PRESERVATION PROJECT

PROPOSAL SUBMITTED TO:

City of Federal Way
ATTN: FINANCE DEPARTMENT
33325 8th Ave South
Federal Way, Washington 98003-6325

PROPOSAL SUBMITTED BY:

Bidder: _____
Full Legal Name of Firm

Contact: _____
Individual with Legal Authority to sign Bid and Contract

Address: _____
Street Address

City, State Zip

Phone: _____

E-Mail: _____

- Select One of the Following:
- Corporation
 - Partnership.
 - Individual
 - Other

State Contractor's License No.: _____

State Contractor's License Expiration Date: _____ / _____ / _____
Month Day Year

State UBI No.: _____

State Worker's Comp. Account No.: _____

NOTE: All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

SCHEDULE A: MILITARY ROAD SOUTH PRESERVATION PROJECT						
<i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
1	1-05	ADA FEATURES SURVEYING	LS	1	\$	\$
2	1-07	SPCC PLAN	LS	1	\$	\$
3	1-09	MOBILIZATION	LS	1	\$	\$
4	1-10	TRAFFIC CONTROL SUPERVISOR	LS	1	\$	\$
5	1-10	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	LS	1	\$	\$
6	1-10	FLAGGERS	HR	1,400	\$	\$
7	1-10	OTHER TRAFFIC CONTROL LABOR	HR	120	\$	\$
8	1-10	CONSTRUCTION CLASS A SIGN	SF	64	\$	\$
9	1-10	SEQUENTIAL ARROW SIGN	HR	560	\$	\$
10	1-10	PORTABLE CHANGEABLE MESSAGE SIGN	HR	800	\$	\$
11	1-10	WORK ZONE SAFETY CONTINGENCY	FA	1	\$25,000.00	\$25,000.00
12	2-01	ROADSIDE CLEANUP	FA	1	\$5,000.00	\$5,000.00
13	2-02	ASPHALT CONC. SAWCUTTING	LF	209	\$	\$
14	2-02	CEMENT CONC. SAWCUTTING	LF	167	\$	\$
15	2-03	ROADWAY EXCAVATION INCL. HAUL	CY	50	\$	\$
16	4-04	MAINTENANCE ROCK FOR SHOULDER RECONSTRUCTION, INCL. HAUL	TN	35	\$	\$
17	5-04	PAVEMENT REPAIR EXCAVATION INCL. HAUL	CY	135	\$	\$

18	5-04	PLANING BITUMINOUS PAVEMENT	SY	10,812	\$	\$
19	5-04	HMA CL. ½ IN PG 58H-22	TN	3,290	\$	\$
20	5-04	COMMERCIAL HMA CL. ½ IN PG 58H-22 FOR PAVEMENT REPAIR	TN	286	\$	\$
21	5-04	ASPHALT PRICE ADJUSTMENT	CALC	1	\$5,000.00	\$5,000.00
22	7-05	ADJUST MANHOLE	EA	3	\$	\$
23	7-05	ADJUST CATCH BASIN	EA	1	\$	\$
24	7-05	HEAVY DUTY ROUND SOLID LOCKING CASTING	EA	3	\$	\$
25	7-05	HIGH IMPACT RISER	EA	3	\$	\$
26	8-01	EROSION/WATER POLLUTION CONTROL	FA	1	\$3,000.00	\$3,000.00
27	8-01	INLET PROTECTION	EA	34	\$	\$
28	8-02	SOD LAWN, INCL. 4 IN TOPSOIL	SY	15	\$	\$
29	8-02	PROPERTY RESTORATION	FA	1	\$3,000.00	\$3,000.00
30	8-04	CEMENT CONC. CURB AND GUTTER	LF	177	\$	\$
31	8-04	CEMENT CONC. PEDESTRIAN CURB	LF	51	\$	\$
32	8-09	RAISED PAVEMENT MARKER, TYPE 2	HUND	10.4	\$	\$
33	8-09	HYDRANT MARKER, TYPE 2BB	EA	4	\$	\$
34	8-13	ADJUST MONUMENT CASE AND COVER	EA	4	\$	\$
35	8-14	CEMENT CONC. SIDEWALK	SY	110	\$	\$
36	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR	EA	5	\$	\$
37	8-14	CEMENT CONC. CURB RAMP TYPE PARALLEL	EA	1	\$	\$
38	8-14	CEMENT CONC. CURB RAMP TYPE COMBINATION	EA	1	\$	\$
39	8-14	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION	EA	1	\$	\$

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

40	8-22	PLASTIC LINE	LF	8,102	\$	\$
41	8-22	PROFILED PLASTIC LINE	LF	11,810	\$	\$
42	8-22	PROFILED PLASTIC WIDE LINE	LF	1,066	\$	\$
43	8-22	PLASTIC CROSSWALK LINE	SF	175	\$	\$
44	8-22	PLASTIC STOP LINE	LF	34	\$	\$
45	8-22	PLASTIC TRAFFIC ARROW	EA	22	\$	\$
46	8-22	REMOVING PAVEMENT MARKING	LS	1	\$	\$
47	8-23	TEMPORARY PAVEMENT MARKING – SHORT DURATION	LF	13,500	\$	\$
TOTAL – SCHEDULE A						\$

BID SUMMARY	
ITEM	BID AMOUNT
SCHEDULE A: MILITARY ROAD SOUTH PRESERVATION PROJECT	\$
TOTAL BID AMOUNT <i>(including Washington State sales tax, all other government taxes, assessments and charges)</i>	\$

The documents incorporated by reference, as if fully set forth, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor’s Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

Pursuant to and in compliance with the Advertisement for Bids for the Project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents, considered conditions which may affect the delivery, supply and maintenance for the Project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the referenced bid amount, inclusive of Washington State sales tax and all other government taxes, assessments and charges as required by law.

NON-COLLUSION AFFIDAVIT

By signing this proposal, the undersigned acknowledges that the 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 this project.

To report rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the 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.

CONFLICTS OF INTEREST, GRATUITIES, & NON-COMPETITIVE PRACTICES

By signing this proposal, the undersigned agrees as follows:

- (1) That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require; and
- (2) That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- (3) That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

AFFIDAVIT OF ELIGIBILITY

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

CERTIFICATION OF LAWFUL EMPLOYMENT

The Contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act now or as herein after amended, 8 U.S.C. 1101 et. Seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

Receipt of the following Addendums is hereby acknowledged:

Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____

The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

By: _____
Signature

Printed Name

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary

Printed name of Notary
Notary Public in and for the State of Washington
My commission expires: _____

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

SUBCONTRACTOR LIST



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

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

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

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

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

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

DOT Form 271-015
Revised 06/2020

CONTRACTOR WAGE LAW COMPLIANCE CERTIFICATION

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 Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Bidder Name: _____
Print Full Legal Name of Firm

By: _____
Signature of Authorized Person *Print Name of Person Making Certifications for Firm*

Title: _____
Title of Person Signing Certificate Place: _____
Print City and State Where Signed

Date: _____

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS



APWA-WA Division 1 Committee

rev. 1/8/2016

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____

Date: _____

DBE WRITTEN CONFIRMATION DOCUMENT



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

Dollar Amount to be Subcontracted to DBE*: _____
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

DOT Form 422-031
Revised 07/2016

DBE BID ITEM BREAKDOWN



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number	2. Contract Name
3. Prime Contractor	4. Prime Contractor Representative Name
5. Prime Contractor Representative Phone Number	6. Prime Contractor Representative Email

Column 1 Name of UDBE <small>(See Instructions)</small>	Column 2 Bid Item # <small>(See Instructions)</small>	Column 3 Full/Partial <small>(See Instructions)</small>	Column 4 Quantity <small>(See Instructions)</small>	Column 5 Description <small>(See Instructions)</small>	Column 6 Unit Price <small>(See Instructions)</small>	Column 7 Total Unit Cost <small>(See Instructions)</small>	Column 8 Dollar Amount to be Applied Towards Goal <small>(See Instructions)</small>
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

DOT Form 272-054
Revised 09/2020

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

DBE BID ITEM TRUCKING CREDIT



Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

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

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

Use additional sheets as necessary.

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

DOT Form 272-058
Revised 09/2020

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 20____ and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and _____, a _____ ("Contractor"), for the project known as Military Road South Preservation Project (the "Project").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

Contractor shall perform all Work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the Project. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors and in accordance with and as described in the Contract Documents, which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

2. TERM

2.1 This Contract shall commence on the effective date of this Contract and continue until the Project is formally accepted as complete by the City Council, Notice of Project Completion is filed with State agencies, and all bonds for the Project are released by the City.

2.2 The Contractor must complete the Work in accordance with the number of Working Days for the Project as identified in the Contract Documents. With regard to obtaining Substantial Completion and the Completion Date by the Contractor, time is of the essence. In the event the Work is not substantially completed within the time specified in the Contract Documents, Contractor agrees to pay to the City liquidated damages in the amount set forth in the Contract Documents. The parties acknowledge that delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision of the Project and diverting City resources from other projects and obligations.

2.3 If the Contractor is unreasonably delayed by others, notification shall be made in writing to the Engineer in accordance with the Contract Documents. Any request for a time extension or additional compensation (including expectancy or consequential damages) allegedly resulting from such delay shall be made in accordance with the procedures of the Contract Documents. Failure to follow the notice procedures in the Contract Documents is a full and complete waiver of Contractor's right to additional time, money, damages, or other relief (including expectancy or consequential damages) as a result of the event or condition giving rise to such request.

3. COMPENSATION

3.1 In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed _____ and ____/100 Dollars (\$ _____), which amount shall constitute full and complete payment by the City ("Total Compensation"). The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

3.2 The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid Proposal, which is incorporated herein and made a part hereof by this reference, and as detailed in the Contract Documents. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole and absolute discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City. Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

3.3 In addition to the requirements set forth in the Contract Documents, the Contractor shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record, at the time incurred, all costs (1) directly associated with each work activity, (2) directly or indirectly resulting from any event, occurrence, condition, or direction for which Contractor seeks an adjustment in Contract price Contract time, or related to any other Claim or protest. Any work performed for which Contractor intends to seek an adjustment in Contract Price or Contract Time, or related to any other Claim or protest, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.

4. INDEPENDENT CONTRACTOR

4.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall not conduct itself as nor claim to be an officer or employee of the City. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Nothing contained in this Contract shall create a contractual or direct relationship with or a cause of action in favor of a Subcontractor or third party against the City, or by the Contractor against the Engineer, or against any of their agents, employees, engineers, or consultants.

4.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

5. INDEMNIFICATION

5.1 Contractor Indemnification.

5.1.1 The Contractor shall indemnify, defend, and hold the City, its elected officials, officers, employees, agents, consultants, and volunteers (collectively "the Indemnified Parties") harmless from any costs or losses, and pay and damages or judgments, related to any claim brought by any person employed in any capacity by the Contractor or subcontractor or supplier (of any tier) performing the Work, with respect to the payment of wages, salaries, or other compensation or benefits including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

5.1.2. To the fullest extent permitted by law, the Contractor shall defend, release, indemnify, and hold harmless the City and the Indemnified Parties for, from, and against any and all claims, demands, losses, costs, damages, suits, actions, expenses, fines, penalties, response costs, and liabilities (including costs and all attorney and expert fees and internal personnel costs of investigation) of whatsoever kind or nature to the extent arising from, resulting from, connected with, or incident to the Contractor's performance or failure to perform this Contract or the Work or its breach of this Contract; provided, however, that if the provisions of RCW 4.24.155 apply to the Work and any injuries to persons or property arising out of the performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents, employees, or anyone for whom they are legally liable, and an Indemnified Party, the indemnification and defense obligations under this Section 5.1.2 apply only to the extent of the negligence of the Contractor, its subcontractors, agents, employees, and anyone for whom they are legally liable.

5.1.3 Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any Indemnified Party, and for that purpose Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Provided, however, the Contractor's waiver of immunity by the

provisions of this paragraph extends only to claims against the Contractor by any Indemnified party, and does not include, or extend to, any claims by the Contractor's employee directly against the Contractor. The Contractor recognizes that this waiver was specifically entered into.

5.2 Contractor Release. Any deviation, alteration, variation, addition, or omission in the Work by Contractor from the Contract Documents shall preclude Contractor from bringing any Claim or request for additional time or compensation on the basis of an alleged defect or error in the Contract Documents related to or arising, in any way, from that deviation, alteration, variation, addition, or omission. The Contractor further warrants that any alteration, variation, deletion, or omission fully complies with or exceeds all requirements of the Contract Documents and assumes all risk thereof.

5.3 Survival. The provisions of this Section shall (1) survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination, final payment hereunder, and any applicable statute of repose with respect to claims, fines, costs or damages brought or made against any Indemnified Party; (2) shall not be limited by RCW 4.16326(g); and (3) are in addition to any other rights or remedies which the City and/or any of the Indemnified Parties may have by law or under this Contract.

5.4 Offset. In the event of any claim or demand made against any Indemnified Party hereunder, the City may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Contract or any other agreement or contract with the City for the purpose of resolving such claims; provided, however, that the City may, in the City's sole discretion, release such funds if the Contractor provides the City with adequate assurance of the protection of the City's and the other Indemnified Parties interests.

5.5 The Contractor shall ensure that each Subcontract includes a provision requiring each Subcontractor to indemnify and defend the City and the Indemnified Parties in the same manner, to the same extent, and for the same duration as Contractor agrees to indemnify and defend the City and the Indemnified Parties in this Section 5.

6. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work, whether or not required to be furnished to the City, shall become the property of the City, shall be delivered to the City at its request, and may be used by the City without restriction.

7. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

7.1 Any patentable result or material suitable for copyright arising out of this Contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

7.2 The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data"), is hereby irrevocably transferred and assigned to the City and shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City. The Contractor shall execute and deliver such instruments and take such other action(s) as may be requested by the City to perfect or protect the City's rights to such Subject Data and work product, and to perfect the assignments and transfers contemplated in Sections 6 and 7.

7.3 All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

7.4 The Contractor shall ensure that substantially the foregoing paragraphs in Sections 6 and 7 are included in each subcontract for the work on the Project.

8. **GENERAL PROVISIONS**

8.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. In entering into this Contract, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other party except for those expressly contained in the Contract Documents.

8.2 Documents. The documents incorporated by reference, as if fully set forth in this Contract, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

8.3 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest in accordance with the Contract Documents.

8.4 Change Orders. In addition to its rights under the Contract Documents, the City may unilaterally issue a Change Order at any time making changes within the general scope of the Contract, without invalidating the Contract and without providing notice to sureties. The City's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded the City, including its right to reject a prior protest or request for change or Claim due to untimeliness or the Contractor's failure to fully comply with the requirements of the Contract Documents, or to void the unilateral Change Order due to unilateral mistake, misrepresentation, or fraud.

8.5 Total Cost Method / Claims. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract price. For the purpose of this provision, any cost method, or variety of cost methods, using the difference between the actual cost of the Work and the Bid or Contract price of the Work to calculate any additional compensation or money owed to the Contractor shall be considered a Total Cost Method. In addition, the City shall not be responsible for, and the Contractor shall not be entitled to, any compensation for unallowable costs. Unallowable costs include, but are not limited to: (i) interest or attorneys' fees, except as mandated by statute; (ii) Claim preparation or filing costs; (iii) the costs of preparing notices or protests; (iv) lost profits, lost income, or lost earnings; (v) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site; (vi) claims consulting costs; (vii) expert fees and costs; (viii) loss of other business; and/or (ix) any other special, consequential, expectancy, incidental, or indirect damages incurred by the Contractor, Subcontractors, or suppliers.

8.6 Warranties and Guarantees. In addition to the requirements of the Contract Documents, the Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's guarantee or warranty shall be performed in such a manner so as to preserve all rights under such guarantees or warranties. If the City attempts to enforce a claim based upon a manufacturer's or supplier's guarantee or warranty and such manufacturer or supplier refuses to honor such guarantee or warranty based, in whole or in part, on a claim of defective installation by the Contractor or a Subcontractor, the Contractor shall be responsible for any resulting loss or damage, and repairs, incurred by the City as a result of the manufacturer's or supplier's refusal to honor such guarantee or warranty. This obligation survives termination of this Contract.

8.7 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

8.8 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

8.9 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

8.10 Time Limitation and Venue. For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims, causes of action, or disputes which the Contractor has against the City arising from the Contract shall be brought within the following time period: (i) 180 calendar days from the date of Substantial Completion for those claims, causes of action, or disputes arising prior to the date of Substantial Completion, and (ii) 180 calendar days from the date of Final Acceptance of the Contract by the City for those claims, causes of action, or dispute arising after the date of Substantial Completion. It is further agreed that the venue for any claim, cause of action, or dispute related to this Contract shall be King County, Washington, which shall have exclusive jurisdiction over any such case, controversy, or dispute. 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, causes of action, or disputes which the Contractor asserts against the City arising from the Contract are filed with the City or initiated in court, the Contractor shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims, action, or dispute.

8.11 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

8.12 Sole Authority/Discretion/Judgment. Where the Contract Documents provide the City or its Engineer with "sole" authority, discretion, or judgment, such authority, discretion, or judgment shall be considered unconditional and absolute.

8.13 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

8.14 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

8.15 Engineer. The Engineer is the City's representative who directly supervises the engineering and administration of a construction Contract. The Engineer's authorities, duties, and responsibilities are limited to those specifically identified in the Contract Documents. Designation of an individual or entity as the Engineer for the Project is solely to identify the representative of the City as the entity to act as the Engineer as described in the Contract Documents. Using the term "engineer" does not imply that such entity or person is a licensed professional engineer or an engineering company and does not import any additional obligations upon the actions of the Engineer that may govern licensed professional engineers when performing engineering services.

The Engineer for this Project is designated as: [STAFF - INSERT NAME OF COMPANY RETAINED TO PERFORM AS THE ENGINEER OR NAME & TITLE OF CFW PROJECT ENGR IF CM SERVICES ARE BEING PROVIDED IN-HOUSE]

8.16 Notices. Any notices required to be given to Contractor or to the Engineer shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

CONTRACTOR: Company
Attn: Individual to receive notices
Street Address
City, State, Zip

ENGINEER: City of Federal Way
Attn: Jeff Huynh
33325 8th Ave S
Federal Way, WA 98003

8.17 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

8.18 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

8.19 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

9. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010, the Contractor's payment and performance bonds must be conditioned upon: (i) faithful performance of all of the provisions of the Contract, including warranty obligations; (ii) the payment of all laborers, mechanics, Subcontractors, and Suppliers, and all persons who supply such persons with provisions or supplies in carrying out the Work; and (iii) payment of any taxes, liabilities, increases, or penalties incurred on the Project under Titles 50, 51, and 82 RCW which may be due on (a) projects referred to in RCW 60.28.011(1)(b), and (b) projects for which the bond is conditioned on the payment of such taxes, liabilities, increases, or penalties. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

DATED the day and year set forth above.

[SIGNATURE PAGE TO FOLLOW]

CITY OF FEDERAL WAY:

CONTRACTOR:

Jim Ferrell, Mayor
33325 8th Avenue South
Federal Way, WA 98003-6325

Signature of Authorized Individual

Printed Name of Authorized Individual

ATTEST:

Stephanie Courtney, CMC, City Clerk

Street Address

APPROVED AS TO FORM:

City, State, Zip

J. Ryan Call, City Attorney

NOTARY OF CONTRACTOR'S SIGNATURE:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

STAFF - USE FOR CORPORATE NOTARY OR DELETE & REPLACE WITH INDIVIDUAL NOTARY.

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20__.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

STAFF - USE FOR INDIVIDUAL NOTARY OR DELETE

On this day personally appeared before me _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that they executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this _____ day of _____, 20__.

(typed/printed name of notary)
Notary Public in and for the State of Washington.
My commission expires _____

SAMPLE CONTRACT CHANGE ORDER

PROJECT NUMBER	AGREEMENT NUMBER	CHANGE ORDER NUMBER	EFFECTIVE DATE
PROJECT TITLE			CONTRACTOR

SUMMARY OF PROPOSED CHANGES:

This Change Order covers the work changes summarized below:

The time provided for completion in the Contract is

- Unchanged
- Increased by ___ Working Day(s)
- Decreased by ___ Working Day(s)

This Document shall become an Amendment to the Contract and all provisions of the Contract not amended herein will apply to this Change Order.

Will this change affect expiration or extent of Insurance coverage? Yes No
If "Yes" Will the Policies Be Extended? Yes No

MODIFICATIONS TO UNIT PRICES:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>PREVIOUS UNIT PRICE</u>	<u>REVISED UNIT PRICE</u>	<u>ADD OR DELETE</u>
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THESE ITEMS ARE APPROXIMATE OR ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>ADD OR DELETE</u>
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TOTAL NET CONTRACT: INCREASE \$ DECREASE \$

DEPARTMENT RECAP TO DATE:

ORIGINAL CONTRACT AMOUNT	\$ _____
PREVIOUS CHANGE ORDERS	\$ _____
THIS CHANGE ORDER	\$ _____
NEW CONTRACT AMOUNT	\$ _____

STATEMENT:

Payment for the above work will be in accordance with applicable portions of the standard specifications, and with the understanding that all materials, workmanship and measurements shall be in accordance with the provisions of the standard specifications, the contract plans, and the special provisions governing the types of construction. The execution of this Change Order shall constitute full satisfaction and a waiver of any and all

CITY OF FEDERAL WAY

RFB-27
CFW RFB VERSION 2023-APR

MILITARY ROAD SOUTH PRESERVATION
PROJECT #36236

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

CERTIFICATE OF INSURANCE

*Contractor's Certificate of
Insurance to be inserted
here during Contract
Execution*

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

LOCAL OFFICE/AGENT OF SURETY:

Name

Street Address

City, State, Zip

Telephone

BOND NO.: _____

APPROVED AS TO FORM: _____
J. Ryan Call, City Attorney

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

APPENDIX A

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(April 12, 2018 CFW GSP)

*(***PROJECT-SPECIFIC SPECIAL PROVISION***)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Federal Way Public Works Development Standards
- National Electric Code, current edition

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

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of the Military Road South Preservation Project Improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract.”

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large Plans (e.g., 22" x 34")	1	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 Examination of Plans, Specifications, and Site Work

(June 27, 2011 APWA GSP)

1-02.4(1) General

(December 30, 2022 APWA GSP, Option B)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal
(December 10, 2020 APWA GSP, OPTION B)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

Add the following new section:

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

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

1-02.9 Delivery of Proposal

(January 19, 2022 APWA GSP, OPTION B)

Delete this section and replace it with the following:

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

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

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

DBE Utilization Certification

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

DBE Written Confirmation and/or GFE Documentation

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

DBE Bid Item Breakdown and DBE Trucking Credit Form

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

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to the following e-mail address: Jeff.Huynh@cityoffederalway.com

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

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

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

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals
(December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;

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

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, OPTION B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. Subcontractor Responsibility

- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating

circumstances and such circumstances are deemed acceptable to the Contracting Agency

- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria.

Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids ***(December 30, 2022 APWA GSP)***

Revise the first paragraph to read:

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

1-03.1(1) Identical Bid Totals ***(December 30, 2022 APWA GSP)***

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract ***(January 19, 2022 APWA GSP)***

Revise this section to read:

Within 3 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 20 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, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. 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 the 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
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors,

lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

All 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 THE WORK

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

(January 13, 2021 WSDOT GSP, OPTION 2)

Section 1-05.4 is supplemented with the following:

Contractor Surveying – Roadway

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)

Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment)
		±0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

(March 9, 2023, WSDOT GSP, OPTION 4)

Section 1-05.4 is supplemented with the following:

Contractor Surveying - ADA Features

ADA Feature Staking Requirements

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

ADA Feature Contract Compliance

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature As-Built Measurements

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Inspection Form(s) (WSDOT Form 224-020).

The completed ADA Inspection Form(s) (WSDOT Form 224-020) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will submit the final form(s) to the WSDOT ADA Steward.

Payment

Payment will be made for the following bid item that is included in the Proposal:

"ADA Features Surveying", lump sum.

The lump sum Contract price for "ADA Features Surveying" shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the as-built measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit Contract prices 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.

1-05.12 Final Acceptance ***(April 12, 2019 CFW GSP)***

Delete the third and fourth sentences in the first paragraph and replace it with the following:
Final acceptance date of the work shall be the date the Federal Way City Council accepts the project as complete.

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices ***(December 30, 2022 APWA GSP)***

Revise the second paragraph to read:

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.

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-05.17 As-Built Survey and Record Drawings

(March 22, 2023 CFW GSP)

Section 1-05.17 is a new section:

As-Built Survey

After construction has been completed the Contractor shall perform an as-built survey and provide the information (including point files) in a format compatible with AutoCAD 2019 or later version file to the Engineer.

The applicable tolerance limits for the as-built survey include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

This as-built survey shall consist of the following:

- Survey of rim elevation, sump elevations, and invert elevations of all storm drainage structures installed, modified or left in place within the limits of this contract. Storm pipe diameter and material; drainage structure type, size, lid type (solid cover or grate, standard or heavy duty), and lid shape; model No. of CB water quality treatment inserts installed, flowline of open channel conveyance systems at 50-foot max. intervals, and retaining wall footing drains, including cleanouts.
- Survey of all monuments shown on the plans or discovered within the project limits. City of Federal Way Monument Record forms shall be completed by a Professional Land Surveyor and submitted to the Project Engineer for each monument.
- Finished grade shots on all utility appurtenances within the limits of this contract, including, but not limited to vaults, handholes, valves, fire hydrants, water meters, junction boxes, signal poles, etc. Appurtenances with round covers should have

one survey shot in the center of the manhole or valve cover, or at the center of the fire hydrant. Utility handholes and boxes shall have two shots on opposite corners of the cover.

- Final curb elevations, with a minimum of 8 shots at each curb return. Also, final shots along all curb and gutter, block curb, integral curb and extruded curb installed in this contract (at flowline of the curbs).
- Final elevations at the front and back of walk throughout the project limits.
- Final wall elevations at the face and top of all walls installed in this contract.
- Shots of all signs, trees, illumination and signal equipment installed as part of this contract.
- Shots to delineate all channelization installed in this contract.

Record Drawings

Throughout construction, the Contractor shall be responsible for tracking all relevant field changes to the approved construction drawings. These changes shall be clearly identified in red ink in a comprehensive manner on one set of full size Plans. These Record Drawing shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. The Record Drawings shall be kept on site, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

Upon completion of construction, the Contractor shall submit to the City a clean set of marked-up drawings in electronic PDF format that are signed and certified by the Contractor or their surveyor. The Certification on each page of the record drawings shall state that said drawings are an accurate depiction of built conditions. City acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

The certified Record Drawings shall, at a minimum, consist of the following:

- Existing or abandoned utilities that were encountered during construction that were not shown on the approved construction drawings.
- Accurate locations of storm drainage (including invert elevations), sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, channelization and pavement markings, etc. Record drawings shall reflect actual dimensions, arrangement, and materials used when different than shown in the Plans. As-built survey information shall be used to confirm information shown on record drawings.
- Changes made by Change Order or Field Directive
- Changes made by the Contractor as approved by the Engineer.
- Pothole information gathered by the Contractor.

Payment

"As-Built Survey and Record Drawings", lump sum.

The lump sum contract price for "As-Built Survey and Record Drawings " shall be full pay for all labor, equipment, materials, and supervision utilized to perform the work specified, including any surveying, checking, correction of errors, preparation of record drawings, and coordination efforts. Payment will be made after AutoCad files and record drawings are submitted to and approved by the City. No partial payments will be made.

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

Build America/Buy America

(June 6, 2023, WSDOT GSP, OPTION 2(A))

General Requirements

In accordance with Division G, Title IX – Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

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

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

Definitions

1. Construction material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;

- b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- c. Glass (including optic glass);
- d. Lumber; or
- e. Drywall.

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

2. **Manufactured Product:** A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
3. **Manufactured in the United States:** A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.
4. **Structural Steel:** Defined as all structural steel products included in the project.
5. **United States:** To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Steel and Iron Requirements

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

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

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

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the BABA requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the BABA 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, BABA requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore 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 all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109.

Manufactured Products

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

Construction Material Requirements

A Contractor provided certificate of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is

received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-110 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-110.

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

Section 1-07.1 is supplemented with the following:

CITY OF FEDERAL WAY

SP-26

**MILITARY ROAD SOUTH PRESERVATION
PROJECT #36236**

(April 3, 2006 WSDOT GSP, OPTION 3)

Confined Space

Confined spaces are known to exist at the following locations:

Existing storm drainage, sanitary sewer, and other utility systems, vaults, and structures, along with all new similar new construction items that meet the requirements of WAC 296-809-100.

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractors Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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).

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP, OPTION 6)

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitate hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9 Wages

1-07.9(1) General

(January 9, 2023 WSDOT GSP, OPTION 1)

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

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20230001.

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

1-07.9(5)A Required Documents
(December 30, 2022 APWA GSP)

This section is revised to read as follows:

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

1-07.11 Requirements for Nondiscrimination
(October 3, 2022 WSDOT GSP, OPTION 1)

Section 1-07.11 is supplemented with the following:

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

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

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA	2.8
WA Spokane.	

Non-SMSA Counties	3.0
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WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln; WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA:

SMSA Counties:

Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	

Non-SMSA Counties	3.6
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WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA	9.7
WA Yakima.	

Non-SMSA Counties 7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2
WA King; WA Snohomish.

Tacoma, WA 6.2
WA Pierce.

Non-SMSA Counties 6.1

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

Portland, OR:

SMSA Counties:

Portland, OR-WA 4.5
WA Clark.

Non-SMSA Counties 3.8

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

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 time tables 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

2. 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.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
 - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith

effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority 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 any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training

organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - 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 non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will 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>

(October 1, 2020, APWA GSP, OPTION B)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

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

DBE Abbreviations and Definitions

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

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

Certified Firm Directory – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to 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.”

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

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

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

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

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

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

DBE Commitment – The dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed. Any changes to the DBE Commitment require the Engineer’s prior written approval.

DBE Condition of Award (COA) Goal – An assigned numerical amount specified as a percentage of the Contract. Initially, this is the minimum amount that the

Bidder must commit to by submission of the Utilization Certification Form and/or by Good Faith Effort (GFE).

DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: *** 15% ***

Crediting DBE Participation

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

DBE participation is only credited upon payment to the DBE.

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

DBE Prime Contractor

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

DBE Subcontractor

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

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

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

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

1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.
2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.
3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

DBE Subcontract and Lower Tier Subcontract Documents

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

DBE Service Provider

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

Force Account Work

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

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

Temporary Traffic Control

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

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

Trucking

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

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

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

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

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

DBE Manufacturer and DBE Regular Dealer

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

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

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

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

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

Disadvantaged Business Enterprise Utilization

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

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

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

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

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

Disadvantaged Business Enterprise Written Confirmation Document(s)

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

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

A DBE Written Confirmation Document (form No. 422-031) is included in the Proposal package for this purpose.

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

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

Selection of Successful Bidder/Good Faith Efforts (GFE)

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

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

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

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

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

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

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

Good Faith Effort (GFE) Documentation

GFE is evaluated when:

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

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

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

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

Administrative Reconsideration of GFE Documentation

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

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

DBE Bid Item Breakdown

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

DBE Trucking Credit Form

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

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

Procedures between Award and Execution

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

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

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

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be

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

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

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

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

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

UDBE/DBE/FSBE Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle registrations, and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted to the Engineer prior to any trucking

services being performed for DBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

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

Joint Checking

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

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

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

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

Prompt Payment

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

Subcontracts

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

NWRegionOEO@wsdot.wa.gov

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

Reporting

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

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

Changes in COA Work Committed to DBE

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

Owner Initiated Changes

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

Contractor Initiated Changes

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

Original Quantity Underruns

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

Contractor Proposed DBE Substitutions

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

DBE Termination

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

Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to

terminate DBE Work and the reasons for doing so. The DBE shall have five (5) days to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

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

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

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

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

Good cause does not exist if:

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.

- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Decertification

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

Consequences of Non-Compliance

Breach of Contract

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

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

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

Notice

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

Sanctions

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

Payment

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

1-07.12 Federal Agency Inspection

(October 3, 2023 WSDOT GSP, OPT 1)

Section 1-07.12 is supplemented with the following:

Required Federal Aid Provisions

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

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 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.

1-07.16 Protection and Restoration of Property

1-07.16(2) Vegetation Protection and Restoration

(August 2, 2010 WSDOT GSP)

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP, OPTION 1)

Section 1-07.17 is supplemented with the following:

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

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

UTILITY CONTACTS

Puget Sound Energy (Power)

Attn: Jason Airey
3130 S 38th St
Tacoma, WA 98409
Telephone: (206) 348-9637

Puget Sound Energy (Gas)

Attn: Katie Dierick
Katie.Dierick@pse.com
Cell: (253) 268-6331

Lakehaven Water & Sewer District

Attn: Naveen Chandra, P.E.
31623 1st Avenue S
Federal Way, WA 98063-4249
NChandra@lakehaven.org
Telephone: (253) 946-5440
Cell: (206) 966-8185

Zayo

Attn: Jason Tesdal
4905 Pacific Hwy E, Suite 4
Fife, WA 98424
Jason.Tesdal@zayo.com
Telephone: (253) 221-7585

King Co. Traffic (Signals & Lighting)

Attn: Mark Parrett
155 Monroe Ave NE
Renton, WA 98056
Telephone: (206) 296-8153

ADDITIONAL CONTACTS

King County Metro Transit

81270 6th Ave S, Bldg 2
Seattle, WA 98134
Telephone: (206) 684-2785

City of Federal Way Police

33325 8th Ave S
Federal Way, WA 98003
Telephone: (253) 835-6701
(for officer traffic control scheduling)
Telephone: (253) 835-6767
(for traffic / road closure issues)

Lumen

Attn: Lara Lant
1208 NE 64th St
Seattle, WA 98115
Lara.Lant@Lumen.com
Telephone: (206) 765-9885

Comcast

Attn: Kyle Kinney
410 Valley Ave NW
Puyallup, WA 98371
Kyle_Kinney@comcast.com
Telephone: (253) 293-3838

AT&T

Attn: Steve Duppenhaler
11241 Willows Rd NE, #130
Redmond, WA 98052
Telephone: (425)286-3822

City of FW IT Dept (City Fiber)

Attn: Thomas Fichtner
33325 8th Ave S
Federal Way, WA 98003
Telephone: (253) 835-2547

South King Fire & Rescue

31617 1st Ave S
Federal Way, WA 98003
Telephone: (253) 946-7253

Federal Way School District

Attn: Transportation Department
1211 S. 332nd St
Federal Way, WA 98003
Telephone: (253) 945-5960

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 30, 2022 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

(March 9, 2023 WSDOT GSP)

Section 1-07.18(1) is supplemented with the following:

Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this section. A wrap up policy is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

(December 30, 2022 APWA GSP, cont.)

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 offense
\$1,000,000	Stop Gap / Employers' Liability each Accident

(August 27, 2021 CFW GSP)

The Commercial General Liability minimum coverage limit, per each occurrence shown in Section 1-07.18(5)A of the APWA Special Provision included herein is modified as follows:

The minimum limit for Commercial General Liability Insurance, per each occurrence shall be \$2,000,000.

(December 30, 2022 APWA GSP, cont.)

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.18(5)J Pollution Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:
\$2,000,000 each loss and annual aggregate

1-07.23 Public Convenience and Safety

Construction Under Traffic

(February 6, 2023 WSDOT GSP, OPTION 5)

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

Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

- Lane closures shall not impact business access. All businesses shall remain accessible by vehicles and pedestrian during business hours.
- Lane closures shall not restrict vehicular access for buses through the project site. Bus stops shall remain ADA accessible to pedestrians at all times throughout the project.
- The Contractor shall be responsible for notifying all affected property owners and tenants prior to commencing the barricading of streets, alleys, sidewalks and driveways. Notifications should be at least 48 hours in advance of closures, if possible.
- Only one lane of traffic (northbound or southbound) may be closed to traffic between the hours of 7:00 AM and 3:30 PM.
- Left turns may be restricted (by the Contractor) within the project limits at the discretion of the Project Engineer.
- Only one lane of traffic (northbound or southbound) may be closed to traffic between the hours of 7:00 AM and 3:30 PM. Contractor will be allowed a total of four (4) working days to complete the paving operation with working hours between 7:00 AM and 6:00 PM.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12:00 PM (noon) on the day prior to a holiday or holiday weekend, and
4. Before 7:00 AM on the day after the holiday or holiday weekend.
5. Within the City Center zone from the Friday after Thanksgiving Day (“Black Friday”) until the first City recognized business day of the following year without written approval by the Engineer. The boundaries of the City Center zone are identified in the City of Federal Way Comprehensive Plan. In general, it is the area located within the following boundaries:
 - Northern boundary: S 312th Street
 - Southern boundary: S 324th Street
 - Eastern boundary: Interstate 5
 - Western boundary: 14th Ave S (future extension) / Federal Way 320th Library / 11th Pl S

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than two minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than two minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the two minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the two minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

General Restrictions

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.
2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

Advance Notification

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

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

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available

or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

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

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

1-07.29 Coordination with Transit Agencies
(December 1, 2021 CFW GSP)

Section 1-07.29 is added:

The Contractor is required to coordinate with impacted transit agencies. King County Metro and/or Pierce Transit personnel will remove and reinstall all existing bus stop signs and supports within the project limits. A copy of all communications between the contractor and transit agencies shall be forwarded to the City of Federal Way.

King County Metro: King County should be notified in writing at construction.coord@kingcounty.gov a minimum of five business days prior to starting any work impacting bus stops, a temporary lane or road closure. Work requiring removing a bus shelter or sign requires notification in writing a minimum of 30 business days.

Pierce Transit: Pierce Transit should be notified at (253) 581-8130 to coordinate.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

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

1. To review the initial progress schedule;

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

The Contractor shall prepare and submit at the preconstruction meeting 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.

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Add the following new section:

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 noon two 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 30, 2022 APWA GSP, OPTION A)

Section 1-08 is supplemented with the following:

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

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

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

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

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

1-08.3 Progress Schedule

1-08.3(1) General Requirements
(October 3, 2022 WSDOT GSP, OPTION 2)

Section 1-08.3(1) is supplemented with the following:

In addition to information required in Items 1 through 6, the Progress Schedule shall include the following milestones and/or activities:

7. Materials requiring long procurement or fabrication periods, such as signal or light poles, structural elements, or mechanical items.

1-08.3(2) A Type A Progress Schedule
(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit 2 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, OPTION A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours

a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

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

(March 13, 1995 WSDOT GSP, OPTION 7)

Section 1-08.5 is supplemented with the following:

This project shall be physically complete within 50 working days.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, OPTION A)

Replace Section 1-08.9 with the following:

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 ***\$2,000*** 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(1) General Requirements for Weighing Equipment

(December 30, 2022 APWA GSP, OPTION 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(1)A1 Equipment

(March 9, 2023 WSDOT GSP)

Item number 1 in the first paragraph of Section 1-09.2(1)A1 is revised to read:

1. The ETS shall generate an E-ticket in PDF format meeting the requirements of 1-09.2(1)A2. The information shall be immediately uploaded to a designated site so the information can be accessed by the Inspector located at the material delivery site.

1-09.2(5) Measurement

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount

of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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

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

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

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

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

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

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

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

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily

completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

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

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

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

1-09.9(1) Retainage

(June 27, 2011 WSDOT GSP, OPTION 1)

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

Vacant

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar

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

1-09.13 Claim Resolution

1-09.13(3)A Arbitration General
(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

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

Revise this section to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

1-10.1(2) Description
(April 12, 2018 CFW GSP)

Section 1-10.1(2) is supplemented with the following:

Business Open During Construction Signs

The Contractor shall provide a "Business Open During Construction" sign at every non-residential driveway approach within the project limits. Business Open During Construction Signs shall be considered Construction Signs Class A.

City of Federal Way Project Signs

City of Federal Way Project signs shall be considered Construction Signs Class A. The Contractor shall provide two (2) project signs (4' x 8') per the detail available from the City.

1-10.2 Traffic Control Management

(November 2, 2022 WSDOT GSP, OPTION 1)

Section 1-10.2 is supplemented with the following:

Work Zone Safety Contingency

Enhancements to improve the effectiveness of the accepted traffic control plans to increase the safety of the work zones shall be discussed on a weekly basis between the Contractor and the Contracting Agency. Enhancements shall be mutually agreed upon by the Contractor and Engineer prior to performing any Work to implement the enhancement.

Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to the allowed work hour restrictions, or changes to the staging plans in the Contract (if applicable). If allowed by the Engineer, these items will be addressed in accordance with Section 1-04.4.

The Contractor shall be solely responsible for submitting any traffic control plan revision to implement the enhancement in accordance with Section 1-10.2(2).

1-10.2(1) General

(October 3, 2022 WSDOT GSP, OPTION 1)

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

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

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

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

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

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

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

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

1-10.2(2) Traffic Control Plans
(April 12, 2018 CFW GSP)

Section 1-10.2(2) is supplemented with the following:

The following minimum Traffic Control requirements shall be maintained during the construction of the project:

1. If the Contractor opts to utilize traffic control plans other than those provided in these Contract Documents, the Contractor shall provide traffic control plans to the City of Federal Way for review and approval a minimum of five (5) working days prior to implementation. These plans shall supplement Construction Staging Plans. The plans as provided by the Contractor shall include and not be limited to the following information:
 - Stop line locations with station and offset to verify safety of intersection turning radius for vehicles.
 - Minimum lane widths provided for vehicular travel.
 - Turn pocket length, gap, and tapers in conformance with the City of Federal Way Standard Detail DWG 3-19A.
2. Detours will not be allowed except as noted herein or Section 1-07.23(2) as amended.
3. Temporary paint striping, reflective marking tape, and/or retroreflective tubular markers shall be required for each shift of traffic control. The Contractor shall provide temporary striping, reflective marking tape, and/or reflective tubular markers as required at the direction of the Engineer.
4. The Contractor provided Traffic Control Plans shall lay out traffic control device spacing, tapers, etc., to scale, and shall contain accurate dimensions and legends and shall be signed by the preparer.

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(1)C Signalized Intersection Traffic Control
(September 3, 2021 CFW GSP)

Section 1-10.3(1)C is a new section:

Signalized Intersection Traffic Control is required when a signal system is in flashing mode, or is not operational. Signalized intersection traffic may not be flagged with an active signal in full operation.

Placing a signalized intersection into flash mode requires an approved traffic control plan. Additionally, the days/times that a signal is placed into flash mode must be pre-approved by the City. The signal should only be switched into flash

mode by the City. The type of work that requires signals to be placed into flash mode may include, but is not limited to: installation of signal poles, signal switchover, paving, striping, or excavation in the intersection.

The Contractor shall minimize the limits of the work zone area at intersections whenever possible in order to avoid having the signal be placed into flash mode.

Signalized Intersection Traffic Control Labor shall conform to WAC 468-95-302 and approved traffic control plans.

1-10.4 Measurement

1-10.4(2) Item Bids with Lump Sum for Incidentals ***(October 3, 2023 CFW GSP)***

Section 1-10.4(2) is supplemented with the following:

Work Zone Safety Contingency will be measured by force account.

1-10.5 Payment

1-10.5(2) Item Bids with Lump Sum for Incidentals ***(October 3, 2023 CFW GSP)***

Section 1-10.5(2) is supplemented with the following:

All costs as authorized by the Engineer will be paid for by force account as specified in Section 1-09.6.

(November 2, 2022 WSDOT GSP, OTION 7)

“Work Zone Safety Contingency”, by force account.

For purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item “Work Zone Safety Contingency” in the Proposal to become a part of the Contractor’s total bid.

The Engineer may choose to use existing bid items for the implementation of the agreed upon enhancement.

END OF DIVISION 1

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

(March 13, 1995 WSDOT GSP, OPTION 1)

Section 2-01.1 is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

Limits for clearing & grubbing shall be as shown on the plans. Clearing shall include removal of trees as noted on the plans or as directed by the Engineer to accommodate the improvements. Tree removal shall include removal of stumps and/or grinding of stumps to a depth at least two feet below finish grade.

2-01.3 Construction Requirements

2-01.3(3) Clearing Limit Fence

(April 12, 2018 CFW GSP)

Section 2-01.3(3) is a new section:

Clearing limit fence shall be 4-feet high, orange, high density polyethylene fencing with mesh openings 1½-inch by 3-inches nominal and weigh at least 7 oz. per linear foot. Either wood or steel posts shall be used. Wood posts shall have minimum dimensions of 1½ inches by 1½ inches by the minimum length of 5 feet, and shall be free of knots, splits, or gouges. Steel posts shall consist of either size No. 6 rebar or larger, ASTM A 120 steel pipe with a minimum diameter of 1 inch, U, T, L or C shape steel posts with a minimum weight of 1.35 lbs./ft. or other steel posts having equivalent strength and bending resistance to the post sizes listed. The spacing of the support posts shall be a maximum of 6½ feet.

2-01.3(4) Roadside Cleanup

(January 5, 1998 WSDOT GSP, OPTION 1)

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

The Contractor shall restore, repair or correct all portions of the roadside or adjacent landscapes that were unavoidably damaged due to the performance or installation of the specified work. Unavoidable damage shall be determined only by the Engineer. All materials utilized shall be in accordance with Sections 9-14 and 9-15 and other applicable sections of the Standard Specifications or Special Provisions, whichever may apply. All work shall be performed in accordance with Sections 8-02 and 8-03 and other applicable sections of the Standard Specifications. The Contractor shall review the work with the Engineer and receive approval to proceed prior to commencing the work.

2-01.4 Measurement

(April 12, 2018 CFW GSP)

Section 2-01.4 is supplemented with the following:

“Clearing and Grubbing” will be measured on a lump sum basis. Installation, maintenance, and removal of the Clearing Limit Fence shall be included in the Clearing and Grubbing bid item.

“Roadside Cleanup”, will be measured by force account.

2-01.5 Payment

(April 12, 2018 CFW GSP)

Section 2-01.5 is supplemented with the following:

“Clearing and Grubbing”, lump sum.

“Roadside Cleanup”, force account.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

(September 7, 2021 WSDOT GSP, OPTION 1)

Section 2-02.3 is supplemented with the following:

Removal of Obstructions

The following miscellaneous Obstructions shall be removed and disposed of:

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

(April 12, 2018 CFW GSP)

Section 2-02.3(3) is supplemented with the following:

Prior to removal of pavement, the Contractor shall make a full-depth sawcut to delineate the areas of pavement removal from those areas of pavement to remain.

The Engineer shall approve the equipment and procedures used to make the full-depth sawcut. No wastewater from the sawcutting operation shall be released directly to any stream or storm sewer system.

2-02.3(5) Adjust Existing Utility to Grade

(April 12, 2018 CFW GSP)

2-02.3(5) is a new section:

As shown in the Plans, existing utilities such as monuments, manholes, catch basin frames and grates, water valves, and meter boxes shall be adjusted to finished grade. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. The Contractor shall adjust City-owned utilities. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface. Unless otherwise provided for in the Special Provisions and Proposal, costs for adjusting utilities to grade, including coordinating the work with other utilities, shall be incidental to the various items of work and no additional compensation will be allowed.

Existing facilities shall be adjusted to the finished grade as shown in the Drawings and as further specified herein. Existing box, ring, grate, and cover shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations. Any damage occurring to the manholes, concrete inlets, monument cases, valve boxes, or water mains, due to the Contractor’s operations, shall be repaired at the Contractor’s own expense. Adjustments shall be made using bricks, concrete blocks, or cement, and the interior of the manhole adjustment shall be mortared smoothly. All covers and frames shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all manholes, catch basins, monument cases, meter boxes, and valve boxes encountered, and shall submit a copy of these references to the Engineer.

The manholes, catch basins, monument cases, meter boxes, and valve boxes shall be adjusted to grade in accordance with Section 1-05.3(1). Final restoration of finished grade surfaces shall be performed in the following manner:

1. Within a Gravel Surface: Provide a 6-inch-deep and 6-inch-wide concrete collar installed and restored with 3 inches of crushed surfacing top course.
2. Within a Grass Surface: Provide crushed surfacing top course backfill and 3 inches of Topsoil Type A, and seed.
3. Within an Asphalt Cement Concrete Paved Surface: See City standard detail for Utility Adjustment.

2-02.3(6) Existing Utilities to Remain

(April 12, 2018 CFW GSP)

2-02.3(6) is a new section:

Utilities indicated in the Plans to remain shall be protected and supported in place in such a manner that they remain functional and undamaged. Utilities indicated to remain that are damaged as a result of Contractor's activity shall be repaired or replaced to the satisfaction of the Contracting Agency at no additional cost.

2-02.4 Vacant

(December 1, 2021 CFW GSP)

Section 2-02.4 Vacant shall be deleted and replaced with the following:

2-02.4 Measurement

"Asphalt Conc. Sawcutting" will be measured by the linear foot.

"Cement Conc. Sawcutting" will be measured by the linear foot.

2-02.5 Payment

(December 1, 2021 CFW GSP)

Section 2-02.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the proposal:

"Asphalt Conc. Sawcutting", per linear foot. Sawcutting necessary for utility and stormwater installation are incidental to the measurement and payment of those contract items.

"Cement Conc. Sawcutting", per linear foot. Sawcutting necessary for utility and stormwater installation are incidental to the measurement and payment of those contract items.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.2 Pavement Removal

(April 12, 2018 CFW GSP)

Section 2-03.2 is replaced with the following:

Where shown in the Plans or where designated by the Engineer, the Contractor shall remove asphalt, concrete, Portland cement concrete pavement, sidewalks and curbs.

Prior to removal, the Contractor shall make a full-depth sawcut to delineate the areas of pavement removal from those areas of pavement to remain. The Engineer shall approve the equipment and procedures used to make the full-depth sawcut. No wastewater from the sawcutting operation shall be released directly to any stream or storm sewer system. Alternatively, the Contractor may elect grinding for pavement removal, where appropriate.

The removed pavement shall become the property of the Contractor and shall be removed from the project. Damage caused to portions of the pavement to remain, due to the Contractor's operation, shall be repaired by the Contractor at the Contractor's expense and to the satisfaction of the Engineer.

Removal of pavement, sidewalks, curbs, and gutters throughout the project shall be measured and paid as "Roadway Excavation Incl. Haul" and no additional payment will be made.

2-03.3 Construction Requirements

Section 2-03.3(10) Selected Material

(April 12, 2018 CFW GSP)

Section 2-03.3(10) is supplemented with the following:

Selected Material when specified or required by the Engineer for use on the project shall meet the requirements of specified in Section 9-03.14(3) for Common Borrow.

Section 2-03.3(14)E Unsuitable Foundation Excavation

(August 27, 2021 CFW GSP)

Section 2-03.3(14)E is supplemented with the following:

All embankments shall be founded on dense, non-yielding granular foundation soil as approved by the engineer. Remove all organic materials and debris, trash, or other deleterious material prior to beginning construction of new embankments. Proof roll the foundation.

Section 2-03.3(14)G Backfilling

(April 12, 2018 CFW GSP)

Section 2-03.3(14)G is supplemented with the following:

Remove all water and non-compatible materials from excavations prior to backfilling or attempting to compact embankment soil. Place native soils or provide import Gravel Borrow as required to complete the work. Backfill all embankments in accordance with 2-03.3(14)C, Compacting Earth Embankments, Method C.

Section 2-03.3(14)N Wet Weather Earthwork

(April 12, 2018 CFW GSP)

Section 2-03.3(14)N is a new section:

Earthwork completed in wet weather or under wet conditions shall be accomplished in small sections to minimize exposure to wet weather. Each section shall be sufficiently small so that the removal of soil and placement of backfill can be accomplished on the same day. No soil shall be left un-compacted and exposed to water. Soil that is too wet for compaction shall be removed and replaced with Gravel Borrow material. Grading and earthwork should not be accomplished during periods of heavy continuous rainfall.

2-03.4 Measurement

(March 13, 1995 WSDOT GSP, OPTION 2)

Section 2-03.4 is supplemented with the following:

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

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

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

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

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

"Roadway Excavation, Incl. Haul" measurement for roadway excavation including haul shall be in accordance with section 2-03.4 of the Standard Specifications.

2-03.5 Payment

(April 12, 2018 CFW GSP)

Section 2-03.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the proposal:

"Roadway Excavation Incl. Haul", per cubic yard.

(March 13, 1995 WSDOT GSP, OPTION 2)

Section 2-03.5 is supplemented with the following:

All costs in connection with the preparation of waste sites and waste deposits shall be included in the Mobilization.

END OF DIVISION 2

**DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE**

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

3-01.4(1) Acquisition and Development

(April 12, 2018 CFW GSP)

Section 3-01.4(1) is supplemented with the following:

No source has been provided for any materials necessary for the construction of these improvements.

If the source of material provided by the Contractor necessitates hauling over roads other than City streets, the Contractor shall, at his own cost and expense, make all arrangements for the use of haul routes.

END OF DIVISION 3

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

DIVISION 4 BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.3 Construction Requirements

4-04.3(3) Mixing

(April 12, 2018 CFW GSP)

Item 2 of Section 4-04.3(3), is replaced with the following:

2. **Road Mix Method** - The road mix method of mixing surfacing material will not be allowed.

4-04.3(4) Placing and Spreading

(April 12, 2018 CFW GSP)

Item 2 of Section 4-04(4), is replaced with the following:

2. **Road Mix Method** - The road mix method of mixing surfacing material will not be allowed.

4-04.5 Payment

(December 1, 2021 CFW GSP)

Section 4-04.5 is supplemented with the following:

The unit contract price for Ballast and Crushed Surfacing and Maintenance Rock shall also include compacting, spreading, and removing and hauling to waste when required by the Engineer.

(December 1, 2021 CFW GSP)

Section 4-04.5 is supplemented with the following:

“Maintenance Rock for Shoulder Reconstruction, Incl. Haul”, per ton.

END OF DIVISION 4

DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT ***(July 18, 2018 APWA GSP)***

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

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

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

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

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

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

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

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

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

5-04.2(1)A Vacant

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

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

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

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

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

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F

More than 0.20	35°F	35°F
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5-04.3(2) Paving Under Traffic

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

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a

homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

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

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

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

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

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

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

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

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

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

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

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

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

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

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

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

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

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and

temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

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

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

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

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

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

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

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

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

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

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

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

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

5-04.3(7) Spreading and Finishing

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

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

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

For Aggregates in the mixture:

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

Aggregate Passing	Percent	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves		+/- 6%	+/- 8%
No. 4 sieve		+/-6%	+/- 8%
No. 8 Sieve		+/- 6%	+/-8%

No. 200 sieve	+/- 2.0%	+/- 3.0%
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- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
- 2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
 - a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

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

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

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

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

5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

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

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

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified

level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

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

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

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

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

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

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

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the

Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

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

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

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

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

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

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

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

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

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

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

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

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

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse

joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

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

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

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

5-04.3(12)B2 Paved Panel Joint Seal

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

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

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

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

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

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

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

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

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

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

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

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

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

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

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

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

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

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

5-04.3(14)B1 General

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

- 1. Intersections:
 - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as

appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

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

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

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

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

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

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

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

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the

- proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
 3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
 4. Names and locations of HMA Supplier facilities to be used.
 5. List of all equipment to be used for paving.
 6. List of personnel and associated job classification assigned to each piece of paving equipment.
 7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
 8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
 9. A copy of the approved Mix Designs.
 10. Tonnage of HMA to be placed each day.
 11. Approximate times and days for starting and ending daily operations.

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

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

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed

- g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

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

5-04.3(17) Temporary Asphalt Pavement
(December 1, 2021 CFW GSP)

Section 5-04.3(17) is a new section:

Temporary asphalt pavement shall be placed by the Contractor immediately upon the request of the Engineer for the maintenance of traffic during construction. These areas include: voids created by the removal of existing improvements (i.e. Traffic islands, curbs), providing paved access to private properties, and ramps for property access during cement concrete driveway approach construction. All temporary paving shall be approved by the Engineer before placement. Any areas of temporary pavement to be removed and replaced shall be approved by the Engineer beforehand. This work shall also include the removal of temporary asphalt concrete pavement in its entirety prior to final paving.

Hot Mix Asphalt Temporary Pavement: Hot mix asphalt will be used for any trench or pavement restoration within the traveled way. Whether temporary or permanent, saw cut and treat edges with CSS-1 asphalt emulsion and apply a minimum 3-inch pavement depth or match existing, whichever is greater. Also, fill

voids created by the removal of existing traffic islands and curbing, paving over excavated roadway to temporary access to adjacent properties, and ramps for property access during concrete approach construction.

Cold Mix Asphalt Temporary Pavement: Cold mix asphalt is allowed for temporary paving outside the traveled way. The cold mix shall be approved by the Engineer and placed in a 2-inch minimum thickness. Placement of temporary pavement without prior approval of the Engineer shall be considered as a benefit of the Contractor and no cost to the owner. Any areas of temporary pavement to be removed and replaced require prior approval by the Engineer. This work shall include the removal of the temporary pavement prior to paving of final asphalt concrete pavement.

5-04.4 Measurement

HMA Cl. ____ PG ____, HMA for ____ Cl. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Pavement repair excavation incl. haul will be measured by the cubic yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

(April 12, 2018 CFW GSP)

Section 5-04.4 is supplemented with the following:

Hot Mix Asphalt Temporary Pavement shall be measured by the ton of material actually placed, with no deduction being made for the weight of liquid asphalt, blending sand, mineral filler, or any other component of the mixture. Hot Mix Asphalt Temporary Pavement shall be paid under the "Temporary Pavement" bid item and shall include placement and compaction of hot mix asphalt, removal and disposal of temporary pavement.

Cold Mix Asphalt Temporary Pavement will not be measured and shall be considered incidental to other bid items.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ____ PG ____", per ton.

"HMA for Approach Cl. ____ PG ____", per ton.

"HMA for Preleveling Cl. ____ PG ____", per ton.

"HMA for Pavement Repair Cl. ____ PG ____", per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Pavement Repair Excavation Incl. Haul”, per cubic yard.

The unit Contract price per cubic yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Temporary Pavement Marking”, per linear foot.

Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Asphalt Price Adjustment”, by calculation.

“Asphalt Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

(December 1, 2021 CFW GSP)

Section 5-04.5 is supplemented with the following:

The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall include compaction testing by the Contractor.

END OF DIVISION 5

DIVISION 6 STRUCTURES

6-02 CONCRETE STRUCTURES

6-02.3 Construction Requirements

6-02.3(2)A Contractor Mix Design *(December 16, 2022 CFW GSP)*

The first sentence of the first paragraph of Section 6-02.3(2)A is deleted and replaced with the following:

The Contractor shall provide a mix design in writing to the Engineer for all classes of concrete.

6-02.3(2)B Commercial Concrete *(December 16, 2022 CFW GSP)*

The last sentence of the first paragraph of Section 6-02.3(2)B is deleted and replaced with the following:

Commercial concrete requires mix design and source approvals for cement, aggregate, and other admixtures.

Section 6-02.3(2)B is supplemented with the following:

The concrete class requirements in paragraph one and two are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

END OF DIVISION 6

DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-01 DRAINS

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.3 Construction Requirements

(March 22, 2023 CFW GSP)

Section 7-05.3 is supplemented with the following:

Storm drain cleanouts shall be provided for retaining wall drainage and connected to the storm drainage system at the locations specified in the plans or as directed by the Engineer.

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-resistant products shall be non-slip Methyl methacrylate (MMA) coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's recommendations. Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

The following requirements shall be applicable to both existing and proposed structures, as shown in the plans, or as designated by the Engineer:

Vaned Grate vs Solid Lid

A vaned grate and associated frame shall be installed on manholes and catch basins located where they will accept runoff. Bi-directional vaned grates shall be installed at all roadway sag locations and at low points along curb returns.

All structures not receiving surface runoff shall include solid lids, unless otherwise indicated in the plans or directed by the Engineer.

Locking vs Non-Locking Lid

All lids and frames shall be locking unless shown as non-locking on plans or directed otherwise by the Engineer. The Contractor shall place anti-seize compound on all locking lid bolts prior to the final project punch list inspection.

Round vs Square Lid

All structures, new or existing, shall utilize round lids, except for those that accept surface runoff (i.e. those located along a gutter flow line). Catch basins shall include conversion risers to accommodate round lids where indicated in the plans or directed by the Engineer.

Heavy-Duty Hinged Frames and Covers

Heavy-duty hinged frames and covers shall be installed whenever round, solid lids are required as outlined above.

7-05.3(1) Adjusting Manholes, Valve Boxes and Catch Basins to Grade
(April 12, 2018 CFW GSP)

Section 7-05.3 is supplemented with the following:

Manholes, valve boxes, catch basins, and other structures shall not be adjusted to final grade until the adjacent pavement is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The asphalt concrete pavement shall be removed to a neat circular shape for circular grates and covers and a neat rectangular shape for rectangular grates and covers. The edge of the cut shall be 1.5 feet from the outside edge of the cast iron frame of the structure. The base materials and crushed rock shall be removed to the full depth of adjustment plus 2 inches. The manhole and catch basin frames shall be lifted and reset to the final grade, plumb to the roadway, and shall remain operational and accessible. (Reference City of Federal Way Standard Drawing 3-55 for Utility Adjustment).

The Contractor shall adjust manholes and catch basins with pre-cast grade rings, and mortar and high impact adjustment risers with a maximum 2-inch thickness where required for heavy-duty frames and covers within the travelled roadway. Metal adjustment rings shall not be used. If more than three grade rings are required to adjust a manhole or Type 2 catch basin to final grade, including existing grade rings, the Contractor shall remove the existing cone section or top slab, install a pre-cast manhole section of sufficient height to limit the number of grade rings to a maximum of three, and reinstall the cone section or top slab prior to paving operations. Grade adjustment rings and high impact riser installation shall be inspected by the Engineer prior to frame installation. Cover and grate frames shall be securely grouted to the structure.

Where existing structures are located within the wheel path of a proposed travel lane, catch basins adjusted to grade shall also include conversion risers and heavy duty locking frames and covers and high-impact risers.

Following frame installation, the edges of the removed asphalt pavement and the outer edge of the reset frame shall be painted with asphalt for tack coat. The entire void around the adjustment shall then be filled with Commercial HMA, placed and compacted in maximum 3-inch lifts, to match the adjacent pavement surface. The joint between the patch and existing pavement shall then be painted with asphalt for tack coat and immediately covered with dry paving sand before the asphalt for tack coat solidifies.

7-05.3(6) Cleaning
(April 12, 2019 CFW GSP)

Section 7-05.3(6) is a new section:

Prior to final project acceptance by the City, the Contractor shall be responsible to ensure the sumps of all manholes, inlets, catch basins, and drywells are clean of sediment and debris.

7-05.4 Measurement
(December 1, 2021 CFW GSP)

Section 7-05.4 is supplemented with the following:

“Adjust Manhole” will be measured per each.

“Adjust Catch Basin” will be measured per each.

“Non-slip MMA Coating” will be measured per square foot.

“Heavy Duty Round Solid Locking Casting” will be measured per each.

“High Impact Riser” will be measured per each.

7-05.5 Payment

(December 16, 2022 CFW GSP)

Section 7-05.5 is supplemented with the following:

“Adjust Manhole”, per each.

“Adjust Catch Basin”, per each.

“Non-Slip MMA Coating”, per square foot.

“Heavy Duty Round Solid Locking Casting”, per each.

“High Impact Riser”, per each.

The unit contract price for catch basins and/or manholes shall be full pay for furnishing all labor, tools, equipment, and materials necessary to complete each unit according to the Plans and Specifications. This includes all sawcutting, pavement removal and disposal, excavation, dewatering (if required), temporary flow bypass, connections to existing and new pipe, foundation material, bedding, imported backfill, compaction, surface restoration, testing, cleaning, and furnishing and placing of all accessories and conversion risers, temporary patching hot mix to allow for the passage of traffic, and other items as applicable. Frames and grates or rings and covers, grade rings and adjustment risers including conversion risers, and non-slip MMA coating for new lids in accessible surfaces shall be considered incidental to this bid item and will not be measured for separate payment. 50% of payment will be made once the catch basin or manhole is installed and the pipe inlets and outlets are grouted. The remaining 50% will be paid once risers/rings are grouted to the satisfaction of the City, the frame/grate is installed, and non-slip MMA coating is applied.

The unit contract price for “Adjust Manhole” and/or “Adjust Catch Basin” and/or “Adjust Inlet” applies to existing storm drainage catch basins, inlets, and manholes that require adjustment to grade by addition or removal of adjustment risers. The unit contract price includes all labor, tools, equipment, and materials necessary to adjust drainage structures to finished grade, sawcutting, temporary patching hot mix to allow for the passage of traffic, restoration of the area around the adjusted structure, and providing new rings and covers or frames and grates. Conversion of catch basin/manhole/inlet lids (i.e. convert to heavy duty, solid, round locking lid) shall be included in this bid item. Grade rings and adjustment risers (concrete or high-impact) shall be considered incidental to this bid item and will not be measured for separate payment. Payment will be made once the adjustment is fully complete and grouted. Partial payment will not be made if risers have been added, but the grouting has not been completed to the satisfaction of the City.

The unit contract price for “Connection to Drainage Structure” applies to connecting new storm drain pipe to existing storm drainage catch basins and manholes and includes all labor, tools, equipment, and materials necessary to core drill the existing drainage

structure and provide the necessary pipe connection. Any associated sawcutting, pavement removal and disposal, excavation, imported backfill, compaction, and pavement restoration are incidental to this bid item.

The unit contract price for "Install City Provided Frame, Grate, and Riser" applies to the conversion of catch basin / manhole / inlet lids (i.e. convert to heavy-duty, solid, round locking lid). The unit contract price includes all labor, tools, equipment, and materials necessary to adjust structures to finished grade, saw cutting, temporary patching hot mix to allow for the passage of traffic, restoration of the area around the converted structure. Payment will be made once the adjustment is fully complete and grouted. Partial payment will not be made if risers have been added, but the grouting has not been completed to the satisfaction of the City or utility.

7-07 CLEANING EXISTING DRAINAGE STRUCTURES

7-07.5 Payment

(April 12, 2018 CFW GSP)

Section 7-07.5 is replaced with the following:

All costs associated with cleaning existing drainage structures shall be considered incidental to and included in the various bid items and no additional payment shall be made.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3(1)A Trenches

(March 22, 2023 CFW GSP)

Section 7-08.3(1)A is supplemented with the following:

Where water is encountered in the trench, it shall be removed during pipe-laying operations and the trench so maintained until the ends of the pipe are sealed and provisions are made to prevent floating of the pipe. Trench water or other deleterious materials shall not be allowed to enter the pipe at any time.

Trenching may disturb existing pavement markings that are not shown to be replaced in the plans. All such pavement markings damaged by trenching shall be repaired after trenching is backfilled and restored. The new pavement markings shall match the damaged pavement marking. All pavement marking repair cost shall be incidental to the pipe installation, including all necessary labor and materials.

7-08.3(3) Backfilling

(December 16, 20228 CFW GSP)

Section 7-08.3(3) is supplemented with the following:

Initial backfilling shall be performed only after inspection and approval of the installed pipe. Backfill shall be accomplished in such a manner that the pipe is not damaged by impact or overloading. Water settling will not be permitted.

If there is an excess of acceptable backfill material obtained from trench excavation at one location on the project, the Contractor may request approval from the City to use it at other locations on the project. Native backfill stockpiles shall be protected to prevent excessive wetting. The cost of transporting the excess backfill material shall be considered incidental to the pipe or structure backfilled.

7-20.2(3) Modular Wetland Units

Modular Wetland stormwater media filter units shall consist of MWS Linear Modular Subsurface Flow Wetland Systems, as manufactured by Bio Clean Environmental Services, Inc., 2972 San Luis Rey Road, Oceanside, CA 92058, (760) 433-7640, or Modular Wetland Systems, Inc., P.O. Box 869, Oceanside, CA 92049, (760) 433-7650.

Modular Wetland units shall have a General Use Level Designation (GULD) for Enhanced treatment from the State of Washington Department of Ecology through the TAPE program.

Each Modular Wetland unit consists of a precast concrete vault containing a pretreatment chamber, bioriltration chamber, and discharge chamber. The pretreatment chamber houses perforated cartridge media filters, and is used for pretreating stormwater before it enters the bioriltration chamber. The pretreatment chamber has a pervious floor connected to the underdrain system, to function as a drain down system. The biofiltration chamber has a periphial void area around the filtration media cells and a centralized and vertically extending underdrain to collect filtered water from each cell. Treatment media within the biofiltration chamber consists of a sorptive media mix which does not contain any organic material and a layer of plant establishment media. Pretreated stormwater flows horizontally through the biofiltration material from the exterior void to the underdrain at the center. Treated water collected by the underdrain flows horizontally to the discharge chamber, which houses a flow control orifice plat that restricts flows greater than the treatment flow rate. The discharge chamber also contains a drain down filter to treat drain down flows that are not treated by the biofiltration chamber.

END OF DIVISION 7

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8.01.3(1) General

(April 12, 2018 CFW GSP)

The first paragraph of 8-01.3(1) is deleted and replaced with the following:

The Contractor shall install a high visibility fence along the right-of-way lines shown in the Plans or as instructed by the Engineer.

8-01.3(1)A Submittals

(April 12, 2018 CFW GSP)

Section 8-01.3(1)A is revised to read:

A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by the Contractor and submitted for approval to the Engineer. The plan shall consist of the Contractor's complete strategy to meet the requirements of the Department of Ecology's NPDES and State Waste Discharge General Permit for Stormwater Discharges Associated With Construction Activity (General Permit). The SWPPP shall include and modify as necessary the Site Preparation and Erosion Control Plan drawings provided as part of the Contract Plans. The Contractor shall prepare review and modify the SWPPP as necessary to be consistent with the actual work schedule, sequencing, and construction methods that will be used on the project. The Contractor's SWPPP shall meet the requirements of the general permit. The Contractor's modifications to the SWPPP shall also incorporate the content and requirements for the Spill Prevention, Control and Countermeasures (SPCC) Plan in accordance with Section 1-07.15(1).

The SWPPP shall document all the erosion and sediment control Best Management Practices (BMPs) proposed, whether permanent or temporary. The plan shall document installation procedures, materials, scheduling, and maintenance procedures for each erosion and sediment control BMP. The Contractor shall submit the SWPPP for the Engineer's approval before any work begins. The Contractor shall allow at least five working days for the Engineer's review of the initial SWPPP or any revisions to the modified SWPPP. Failure to approve all or part of any such plan shall not make the Contracting Agency liable to the Contractor for any work delays. The Contractor may not begin work without an approved Contractor's SWPPP.

The Contractor shall complete and modify the SWPPP to meet the Contractor's schedule and method of construction. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adapted as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the SWPPP work and incorporate it into the Contractor's progress schedule.

In addition, the SWPPP shall outline the procedures to be used to prevent high pH stormwater or dewatering water from entering surface waters. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters. Prior to beginning any concrete or grinding work, the Contractor shall submit the plan, for the Engineer's review and approval.

As a minimum, the SWPPP shall include all the SWPPP requirements identified in the General Permit, including:

- Narrative discussing and justifying erosion control decisions (12 elements)
- Drawings illustrating BMPs types and locations
- Engineering calculations for ponds and vaults used for erosion control
- A schedule for phased installation and removal of the proposed BMPs, including:
 - A. BMPs that will be installed at the beginning of project startup.
 - B. BMPs that will be installed at the beginning of each construction season.
 - C. BMPs that will be installed at the end of each construction season.
 - D. BMPs that will be removed at the end of each construction season.
 - E. BMPs that will be removed upon completion of the project.

An Ecology template is available to the Contractor for producing the SWPPP, using project- specific information added by the Contractor. The template and instructions are available at:
<http://www.ecy.wa.gov/programs/wq/stormwater/construction/>

Turbidity and pH Exceedances

Following any exceedances of the turbidity or pH benchmarks, the Contractor shall provide the following at no additional cost to the Contracting agency:

1. The necessary SWPPP revisions and on-site measures/revisions including additional source control, BMP maintenance, and/or additional stormwater treatment BMPs that are necessary to prevent continued exceedance of turbidity and/or pH benchmarks.
2. The regulatory notification to the Dept. of Ecology and to the Engineer of any monitoring results requiring regulatory notification.
3. The additional daily sampling and reporting measures described in the General Permit to verify when project site runoff is in compliance.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead
(October 3, 2022 WSDOT GSP, OPTION 1)

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

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

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

8-01.3(2) Seeding, Fertilizing, and Mulching

8-01.3(2)B Seeding and Fertilizing (September 3, 2019 WSDOT GSP, OPTION 3)

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

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and approved by the Engineer. The application rate shall be two pounds per 1000 square feet. Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

8-02 ROADSIDE RESTORATION

8-02.3 Construction Requirements

8-02.3(1) Responsibility During Construction (April 12, 2018 CFW GSP)

Section 8-02.3(1) is supplemented with the following:

Landscape construction is anticipated to begin after all curbs, sidewalks, walls, and associated roadside work is completed. Landscape materials shall not be installed until weather permits and installation has been authorized by the Engineer. If water restrictions are anticipated or in force, planting of landscape materials may be delayed.

Throughout planting operations, the Contractor shall keep the premises clean, free of excess soils, plants, and other materials, including refuse and debris, resulting from the Contractor's work. At the end of each work day, and as each planting area is completed, it shall be neatly dressed, and all surrounding walks and paved areas shall be cleaned to the satisfaction of the Engineer. No flushing will be allowed. At the conclusion of work, the Contractor shall remove surplus soils, materials, and debris from the construction site and shall leave the project in a condition acceptable to the Engineer.

8-02.3(5) Planting Area Preparation (April 12, 2018 CFW GSP)

Section 8-02.3(5) is supplemented with the following:

Thoroughly scarify subgrade in tree, and seeded lawn areas to a minimum depth of six-inches (6") except within critical root zones of existing trees to remain, as noted on plans. Scarified subgrade shall be inspected and approved by the

Engineer prior to the placement of topsoil. Remove all construction debris and rocks over two-inches (2") in diameter prior to placing topsoil.

Scarified subgrade shall be inspected and approved by the Engineer prior to placement of topsoil. Upon approval of the subgrade, Topsoil A shall be installed to a minimum depth of 4 inches lightly compacted depth in all seeded areas, unless otherwise noted on plans.

Lightly compact soil and establish a smooth and uniform finished grade to allow to surface drainage and prevents ponding.

The areas shall be brought to a uniform grade, 1 inch, or the specified depth of mulch, below walks, curbs, junction and valve boxes, and driveways, unless otherwise specified.

The costs of removing all excess material and debris shall be considered incidental to and included in the unit contract prices of other items in this contract.

8-02.3(6)B Fertilizers

(September 3, 2019 WSDOT GSP, OPTION 3)

Section 8-02.3(6)B is supplemented with the following:

Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

8-02.3(8) Planting

(March 22, 2023 CFW GSP)

Section 8-02.3(8) is supplemented with the following:

All Topsoil Type A required to pit plant trees and bark mulch for topdressing, as specified in the plans, shall be considered incidental to and included in the unit contract price of the trees.

Use loosened and replaced compacted mineral native soil without organics under tree rootball. Use topsoil on sides of tree rootball only. Use full depth topsoil for shrubs.

Trees shall be handled by the rootball, not by the trunk. Burlap and wire shall remain intact until trees are set in their final positions within each planting pit.

Plant trees and shrubs upright and rotate in order to give the best appearance or relationship to adjacent plants, topography, and structures. Hold plant rigidly in position until topsoil has been backfilled and water settled free of voids and air pockets and tamped firmly around the ball or roots.

When the pit is backfilled halfway, place the specified quantity of fertilizer plant tablets and stakes as shown in the Plans. Evenly space the fertilizer tablets around the perimeter of, and immediately adjacent to the root system. Carefully place water and compact planting topsoil, filling all voids. Tree root crowns to be 1" higher than finished grade to allow for settlement.

When the planting pit is three quarters backfilled, fill with water and allow water to soak away. Fill the pits with additional topsoil to finish grade and continue backfilling as detailed in the Plans. Water trees immediately after planting.

The contractor shall apply 3 inches of pea gravel flush with bottom of tree grates in tree wells per City Standard Detail 3-31.

8-02.3(9)B Seeding and Fertilizing
(September 3, 2019 WSDOT GSP, OPTION 2)

Section 8-02.3(9)B is supplemented with the following:

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and accepted by the Engineer. The application rate shall be two pounds per 1000 square feet.

8-02.3(10) Fertilizer
(April 12, 2018 CFW GSP)

Section 8-02.3(10) is supplemented with the following:

All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients and manufacturer's guaranteed statement of analysis clearly marked, in accordance with State and Federal law.

Seeded areas, trees, and shrubs shall be fertilized at a rate according to fertilizer manufacturer's recommendations.

8-02.3(11) Bark or Wood Chip Mulch
(March 22, 2023 CFW GSP)

Section 8-02.3(11) is supplemented with the following:

Bark Mulch shall be placed over all tree planting pits to a depth no less than two (2) inches, or as detailed in the Plans. Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

8-02.3(17) Protection of Private Property and Property Restoration
(March 22, 2023 CFW GSP)

Section 8-02.3(17) is a new section:

Property Restoration shall consist of fine grading and restoration of adjacent landscaped areas; adjustment and/or replacement of private irrigation systems; slope restoration behind sidewalks; timber edgings; installing and replacing private wood and chain link fencing; and other work not currently identified in the plans, as directed by the Engineer.

The Contractor is specifically reminded that any unnecessary damage caused by construction activities will be repaired at the Contractor's expense.

Restore all disturbed areas to original condition or better. Grass areas shall be restored with hydroseed where directed.

Removal of tree roots outside the limits of construction, as directed by the Engineer and under the supervision of a certified arborist, shall be paid for under "Property Restoration".

Topsoil shall be Type A and mulch shall be Bark or Wood Chip Mulch, per these Special Provisions.

All materials shall conform to Sections 9-14 Erosion Control and Roadside Planting and 9-15 Irrigation System of the Standard Specifications.

The force account provided for property restoration also includes any adjustments and/or replacements of existing irrigation systems not covered under Section 8-03 Irrigation Systems of the Special Provisions. This work shall also consist of modifying existing landscape lighting systems as may become necessary by these improvements.

The Contractor is advised that protecting existing private irrigation and lighting systems from damage does not constitute a basis for claim or extra work.

8-02.4 Measurement

(April 12, 2018 CFW GSP)

Section 8-02.4 is supplemented with the following:

“Sod Lawn, Incl. 4 In Topsoil” per square yard. The unit contract price will include all preparation, fertilizer, establishment, topsoil and mowing as called for in the specifications.

“Property Restoration” will be paid by force account and must be approved by the engineer prior to completing the work.

Fertilizer shall be incidental to other bid items unless specifically listed as a bid item.

8-02.5 Payment

(April 12, 2018 CFW GSP)

Section 8-02.5 is supplemented with the following:

“Sod Lawn, Incl. 4 In Topsoil” per square yard. The unit contract price will include all preparation, fertilizer, establishment, topsoil and mowing as called for in the specifications.

“Property Restoration” per force account.

8-03 IRRIGATION SYSTEMS

8-03.1 Description

(April 12, 2018 CFW GSP)

Section 8-03.1 is supplemented with the following:

The work shall consist of installing a fully functioning and complete landscape irrigation system.

Some private irrigation systems exist within the project limits which may be impacted by the project improvements. The Contractor shall minimize the impacts to these facilities to the maximum extent possible. In the event that irrigation systems are found to encroach within the limits of the project improvements, they shall be modified as necessary per Engineer directed force accounts to ensure satisfactory operation upon completion of the improvements.

The Contractor is responsible to coordinate with affected property owners to ensure their existing sprinkler systems are fully functional before they are disturbed.

8-03.2 Materials

(April 12, 2018 CFW GSP)

Section 8-03.2 is supplemented with the following:

The materials for the irrigation system, where applicable, shall conform with the following manufacturers in order to be compatible with other systems located throughout the City.

Rainbird 1804 sprinkler bodies and MPR spray nozzles

Rainbird PEB Automatic Control Valve

Rainbird ESPLXBASIC Controller and Cabinet

Buckner Quick Coupling Valve

Febco 850 Double Check Valve

Legend Bronze Valve

Superior 3100 Master Control Valve

8-03.3 Construction Requirements

(April 12, 2018 CFW GSP)

Section 8-03.3 is supplemented with the following:

All work shall be in strict conformance with the Lakehaven Utility District Water System and Sewer Standards, together with the plans, details and manufacturer's written information regarding recommended installation procedures. References to the use of galvanized pipe in the Standard Specifications and Amendments shall be replaced with Schedule 80 PVC or other Engineer accepted pipe material.

Private sprinkler irrigation systems found to encroach within the limits of improvements shall be modified as necessary to remove the encroachment and to ensure satisfactory operation of the remaining system. The Contractor shall ensure that existing private systems remain in operation during the construction of this project. The Contractor shall furnish temporary water to disconnected existing irrigation systems. Private irrigation systems that have been damaged during construction activities shall be repaired within 5 working days. The Contractor shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition. This work will include, but not be limited to, cutting and capping existing pipe, relocating existing risers and sprinkler heads new pipe heads and connections, and testing of the system. Payment will be by Force Account for Property Restoration.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements

(March 22, 2023 CFW GSP)

Section 8-04.3 is supplemented with the following:

The sub-base for curb and gutter sections shall be compacted to 95 percent density at or below optimum moisture content, as per Section 2-03.3(14)D revised, before placing the curb and gutter.

White-pigmented curing compounds will not be allowed.

The top of the finished concrete shall not deviate more than one-eighth (1/8") in ten feet (10') or the alignment one-fourth (1/4") in ten feet (10').

Where shown in the Plans, the concrete curb will be ramped for wheel chairs as shown in the City Standard Plan Details.

Where shown in the plans, the Contractor shall paint the curbs with 2-coats of yellow paint. Paint and application shall conform to the Standard Specifications for traffic paint striping.

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
(December 16, 2022 CFW GSP)

Section 8-04.3(1) is supplemented with the following:

The concrete class requirements in paragraph one are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

8-04.4 Measurement
(April 12, 2018 CFW GSP)

Section 8-04.4 is supplemented with the following:

Painting of curbs, where required, will not be measured and is considered incidental to the unit price of the type of curb.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.3 Construction Requirements
(December 16, 2022 CFW GSP)

Section 8-06.3 is supplemented with the following:

The concrete class requirements in paragraph one are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

All driveways shall remain open except as necessary to permit curing of construction materials or for short periods of time as required for excavations. However, at least one (1) driveway per parcel shall remain open to vehicular traffic at all times unless otherwise approved by the Engineer and affected property owner in writing. If a parcel has only one driveway, then that driveway must be constructed one-half at a time to allow the passage of vehicles. The amount of time that a driveway can be closed will be limited. To meet these requirements, the Contractor may use a quick setting concrete. The Engineer shall approve the quick-setting mix prior to use.

Property owners shall be notified in writing at least 48 hours in advance of any planned driveway closures

Crushed rock may be used, with Engineer approval, to maintain a driving surface.

8-06.5 Payment
(April 12, 2018 CFW GSP)

Section 8-06.5 is supplemented with the following:

If the Contractor chooses to use a quick-setting concrete mix for driveway construction, any additional costs to use such mix shall be incidental to the bid item for "Cement Conc. Driveway" and no additional payment will be made.

If the Contractor chooses to use crushed rock to maintain a driveway surface, it shall be incidental to the bid item for "Cement Conc. Driveway" and no additional payment shall be made.

8-07 PRECAST TRAFFIC CURB

8-07.1 Description

(December 12, 2012 CFW GSP)

Section 8-07.1 is deleted and replaced with the following:

This Work consists of furnishing and installing precast traffic curb, block traffic curb, sloped mountable curb, or dual faced sloped mountable curb of the design and type specified in the Plans in accordance with these Specifications and the Standard Plans, in the locations indicated in the Plans or as identified by the Engineer.

8-07.2 Materials

(August 9, 2014 CFW GSP)

Section 8-07.2 is supplemented with the following:

Block Traffic Curb 9-18.3

8-07.3 Construction Requirements

8-07.3(1) Installing Curbs

(March 30, 2018 CFW GSP)

Section 8-07.3(1) is supplemented with the following:

For both types of curb, nosing pieces, connecting dividers, and radial sections, as detailed in the Plans, will be required at the ends of the curb lines, at transitions from Type C traffic curb to Type A traffic curb, and at Type A traffic curb installation with radii less than 10 feet.

8-09 RAISED PAVEMENT MARKERS

8-09.1 Description

(December 12, 2012 CFW GSP)

Section 8-09.1 is supplemented with the following:

RPM's shall be installed per City of Federal Way Standard Details.

8-09.4 Measurement

(December 1, 2021 CFW GSP)

Section 8-09.4 is supplemented with the following:

"Hydrant Marker, Type 2BB" shall be measured per each.

8-09.5 Payment

(December 1, 2021 CFW GSP)

Section 8-09.5 is supplemented with the following:

"Hydrant Marker, Type 2BB", per each.

8-13 MONUMENT CASES

8-13.2 Materials

(March 13, 1995 WSDOT GSP, OPTION 1)

Section 8-13.2 is supplemented with the following:

The pipe shall be Schedule 40 galvanized pipe.

8-13.3(1) Monument Case and Cover

(March 22, 2023 CFW GSP)

The last paragraph of Section 8-13.3(1) is revised to read:
The monument will be furnished and set by the Contractor.

8-13.3(2)B Reinstalling Monument Case and Cover

(December 16, 2022 CFW GSP)

Section 8-13.3(2)B is supplemented with the following:

The concrete class requirements listed are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

8-13.4 Measurement

(March 22, 2023 CFW GSP)

Section 8-13.4 is supplemented with the following:

Measurement of monument case, cover, and pipe will be by the unit for each monument case, cover, and pipe furnished and set. Incidental to this bid item is the completion of a Record of Survey by a Professional Land Surveyor and filing of all required permits with the State Department of Natural Resources.

8-13.5 Payment

(March 22, 2023 CFW GSP)

Section 8-13.5 is supplemented with the following:

"Monument Case, Cover, and Pipe", per each.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.2 Materials

(December 16, 2022 CFW GSP)

Section 8-14.2 is supplemented with the following:

The Cement Concrete Sidewalk and curb ramps shall be constructed of Class 4000 concrete or greater if Type I/II Portland cement is used. If Type 1L Blended hydraulic cement is used, see 9-01.2(1)B.

Concrete Mix Design Criteria

- The cementitious content, including pozzolans if used, shall be between 450 and 550 pounds per cubic yard.
- Total void content shall be greater than 15 percent and less than 25 percent, as measured by ASTM C 1688.
- The water/cementitious material ratio, by weight, shall be between 0.27 and 0.35.
- Cement: Portland Cement Type I or II conforming to ASTM C 150, Portland Cement Type IP or IS conforming to ASTM C 595, or Portland Cement Type IL conforming to Section 9-01.
- Aggregate: Use crushed gravel, stone meeting No. 8 coarse aggregate or No. 89 coarse aggregate per ASTM D 448. If other gradation of aggregate is to be used, submit data on proposed material to the Engineer for approval at least 7 working days prior to performing the work.
- Water: Comply with ASTM C 94

8-14.3 Construction Requirements

(December 16, 2022 CFW GSP)

Section 8-14.3 is supplemented with the following :

The concrete class requirements in paragraph one are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

(April 3, 2017 WSDOT GSP, OPTION 1)

Section 8-14.3 is supplemented with the following :

The Contractor shall request a pre-meeting with the Engineer to be held 2 to 5 working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans
2. Inspection
3. Traffic control
4. Pedestrian control, access routes and delineation
5. Accommodating utilities
6. Form work
7. Installation of detectable warning surfaces
8. Contractor ADA survey and ADA Feature as-built requirements
9. Cold Weather Protection

(January 7, 2019 WSDOT GSP, OPTION 2)

Section 8-14.3 is supplemented with the following:

Timing Restrictions

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

(January 7, 2019 WSDOT GSP, OPTION 3)

Section 8-14.3 is supplemented with the following:

Layout and Conformance to Grades

Using the information provided in the Contract documents, the Contractor shall layout, grade, and form each new curb ramp, sidewalk, and curb and gutter.

(March 22, 2023 CFW GSP)

Section 8-14.3 is supplemented with the following :

Cement concrete sidewalk thickness shall be as shown in the Plans. Score joints shall be constructed at a maximum distance of 5 feet from each full depth expansion joint, except where specific dimensions are detailed in the Plans. Asphalt mastic joint fillers in the

sidewalk shall be 3/8" x 4" and of the same material as that used in the curb, and shall be placed in the same location as that in the curb.

No concrete for sidewalk shall be poured against dry forms or dry subgrade.

The Contractor may provide suitable vibrating finishers for use in finishing concrete sidewalks. The type of vibrator and its method of use shall be subject to the approval of the City.

All completed work shall be so barricaded as to prevent damage. Any damaged sections shall be removed and replaced at the Contractor's expense. Landscaped areas disturbed during construction shall be restored to original condition at the Contractor's expense.

Scored Cement Concrete Sidewalk shall be broom finished and scored as detailed in the Plans.

8-14.3(5)C Surface Applied Detectable Warning Surface
(December 16, 2022 CFW GSP)

Section 8-14.3(5)C is replaced with the following:

Glued or stick down Detectable Warning Surfaces are allowed on asphalt surfaces only for temporary work zone applications.

MMA-Style Truncated Dome Detectable Warning Surfaces applied to asphalt surfaces for permanent installations shall be liquid-applied Vanguard ADA Systems, or approved equal.

8-14.4 Measurement
(April 12, 2018 CFW GSP)

Section 8-14.4 is supplemented with the following:

8-14.5 Payment
(April 12, 2018 CFW GSP)

Section 8-14.5 is supplemented with the following:

Payment for "Cement Conc. Curb Ramp Type ____" will not be made until the City has verified that the ramp(s) meet ADA requirements.

8-20 ILLUMINATION. TRAFFIC SIGNAL SYSTEMS. INTELLIGENT TRANSPORTATION SYSTEMS. AND ELECTRICAL

8-20.1 Description

8-20.1(1) Regulations and Code
(March 13, 2012 CFW GSP)

Section 8-20.1(1) is supplemented with the following:

Where applicable, materials shall conform to the latest requirements of Puget Sound Energy and the Washington State Department of Labor and Industries.

8-20.1(2) Industry Codes and Standards
(March 13, 2012 CFW GSP)

The following is added at the end of the first paragraph of this section:

National Electrical Safety Code (NESC) Committee, IEEE Post Office Box
1331445 Hoes Lane, Piscataway, NJ 08855-1331.

8-20.1(3) Permitting and Inspections

(April 12, 2018 CFW GSP)

Section 8-20.1(3) is supplemented with the following:

The Contractor shall be responsible for obtaining all required electrical permits, including all required City electrical permits. All costs to obtain and comply with electrical permits shall be included in the applicable bid items for the work involved.

8-20.2 Materials

Section 8-20.2 is supplemented with the following:

(March 13, 2012 CFW GSP)

Control density fill shall meet the requirements of Washington Aggregates and Concrete Association.

Bedding material shall consist of 5/8-inch minus crushed rock free of any deleterious substances (Section 9-03.1(5)A of the Standard Specifications).

8-20.2(1) Equipment List And Drawings

(January 26, 2012 CFW GSP)

The first paragraph is deleted and replaced with the following:

Within one (1) week following the pre-construction conference, the Contractor shall submit to the Engineer a completed "Request for Approval of Materials" that describes the material proposed for use to fulfill the Plans and Specifications. Manufacturer's technical information shall be submitted for signal, Safe City Cameras and related equipment (Pan-Tilt-Zoom, Fisheye, Bullet and License Plate Reader), electrical and luminaire equipment, all wire, conduit, junction boxes, and all other items to be used on the project. Approvals by the Engineer must be received before material will be allowed on the job site. Materials not approved will not be permitted on the job site.

8-20.3 Construction Requirements

8-20.3(1) General

(January 26, 2012 CFW GSP)

Section 8-20.3(1) is supplemented with the following:

Contractor Owned Removals

All removals associated with an electrical system, which are not designated to remain the property of the Contracting Agency, shall become the property of the Contractor and shall be removed from the project.

The Contractor shall:

Remove all wires for discontinued circuits from the conduit system or as directed by the Engineer.

Remove elbow sections of abandoned conduit entering junction boxes or as directed by the Engineer.

Abandoned conduit encountered during excavation shall be removed to the nearest outlets or as directed by the Engineer.

Remove foundations entirely, unless the Plans state otherwise.

Backfill voids created by removal of foundations and junction boxes. Backfilling and compaction shall be performed in accordance with Section 2-09.3(1)E.

(November 14, 2014 CFW GSP)

Section 8-20.3(1) is supplemented with the following:

Delivery of Removed Items

The Engineer shall decide the ownership of all salvaged signal materials. All salvaged signal materials not directed by the Engineer to remain property of the City shall become the property of the Contractor, except the existing controller cabinet and all its contents shall remain as property of the City.

Removed signal and electrical equipment which remains the property of the City shall be delivered to:

King County Signal Shop
Attn: Mark Parrett
155 Monroe Avenue NE
Renton, Washington 98056
Phone: 206-396-3763

Forty eight (48) working hours advance notice shall be communicated to both the Engineer and the Signal Technician at the address listed above. Delivery shall occur during the hours of 8:00 a.m. to 2:00 p.m. Monday through Friday. Material will not be accepted without the required advance notice.

The Contractor shall be responsible for unloading the equipment where directed by the Engineer or Signal Tech at the delivery site.

Equipment damaged during removal or delivery shall be repaired or replaced to the Engineer's satisfaction at no cost to the City.

(December 17, 2012 CFW GSP)

Section 8-20.3(1) is supplemented with the following:

Fiber Optic Cable Service Outage Duration & Notification

The maximum allowable interruption to the operation of the existing fiber optic cable service is three days, including testing. Outages of fiber optic cable may affect multiple parties, including but not limited to, the City, King County, and/or WSDOT. Proposed outage dates shall be reviewed and approved by the City. The City shall coordinate the outage with WSDOT. The Contractor shall coordinate the outage with King County Metro and King County Traffic at least two (2) weeks in advance of the proposed outage. The notification shall include description of work, location, duration of outage including start and ending date/time and emergency contact information. Notification in writing shall be sent to the following:

Owen Kehoe
King County Metro
Phone: 206-477-5811
Email: owen.kehoe@kingcounty.gov

Jeffery Barnett
King County Metro
Phone: 206-263-7826
Email: Jeffery.Barnett@kingcounty.gov

King County Signal Shop
Attn: Mark Parrett
155 Monroe Avenue NE
Renton, Washington 98056
Phone: 206-396-3763

8-20.3(2) Excavating and Backfilling
(March 22, 2023 CFW GSP)

Section 8-20.3(2) is supplemented with the following:

The Contractor shall supply all trenching necessary for the complete and proper installation of the traffic signal system, interconnect conduit and wiring, and illumination system.

Trenching shall conform to the following:

1. In paved areas, edges of the trench shall be sawcut the full depth of the pavement and sawcuts shall be parallel. All trenches for placement of conduit shall be straight and as narrow in width as practical to provide a minimum of pavement disturbance. The existing pavement shall be removed in an approved manner. The trench bottom shall be graded to provide a uniform grade.
2. Bedding and backfill materials for electrical trenches shall be as follows:

Electrical conduit trench depth shall be a minimum of 24 inches cover over conduits.

Bedding material for trenches 18 inches or less in width shall be crushed surfacing top course. Bedding material for trenches greater than 18 inches or for joint utility trenches shall be pit run sand. Bedding material shall be placed two inches below the conduit(s) and shall extend to two inches above the conduit(s).

Backfill material for trenches located within the roadway limits (back of curb to back of curb), including perpendicular crossings of roadways and underneath driveways shall be controlled density fill (CDF), vibrated in place.

Backfill material for trenches located outside of roadway and driveway limits shall be Bank Run Gravel for Trench Backfill conforming to WSDOT 9-03.19, unless the engineer determines that native material is suitable.

3. Backfill shall be carefully placed so that the backfilling operation will not disturb the conduit in any way. The backfill shall be thoroughly mechanically tamped in eight-inch (8") layers with each layer compacted to ninety-five percent (95%) of maximum density in traveled ways, and ninety percent (90%) of maximum density elsewhere at optimum soil moisture content.

Excavation for foundations shall be completed by vector excavation. This excavation shall be incidental to the signal or illumination bid items.

Underground utilities of record are shown on the construction Plans insofar as information is available. These, however, are shown for convenience only and the City assumes no responsibility for improper locations or failure to show utility locations on the construction Plans.

The location of existing underground utilities, when shown in the Plans, is approximate only, and the Contractor shall be responsible for determining their exact location. The Contractor shall check with the utility companies concerning any possible conflict prior to commencing excavation in any area, as not all utilities may be shown in the Plans.

The Contractor shall be responsible for potholing for conflicts with underground utility locations prior to determining exact locations of signal and luminaire pole foundations, underground vaults and directional boring operations. Prior to construction, if any conflicts are expected, it shall be brought to the attention of the Engineer for resolution.

The Contractor shall be entirely responsible for coordination with the utility companies and arranging for the movement or adjustment, either temporary or permanent, of their facilities within the project limits.

If a conflict is identified, the Contractor shall contact the Engineer. The Contractor and City shall locate alternative locations for poles, cabinet, or junction boxes. The Contractor shall get approval from the Engineer prior to installation. The Contractor may consider changing depth or alignment of conduit to avoid utility conflicts.

Before beginning any excavation work for foundations, vaults, junction boxes or conduit runs, the contractor shall confirm that the location proposed on the Contract Plans does not conflict with utility location markings placed on the surface by the various utility companies. If a conflict is identified, the following process shall be used to resolve the conflict:

1. Contact the Engineer and determine if there is an alternative location for the foundation, junction box, vault or conduit trench.
2. If an adequate alternate location is not obvious for the underground work, select a location that may be acceptable and pothole to determine the exact location of other utilities. Potholing must be approved by the Engineer.
3. If an adequate alternate alignment still cannot be identified following potholing operations, the pothole area should be restored and work in the area should stop until a new design can be developed.

The Contractor shall not attempt to adjust the location of an existing utility unless specifically agreed to by the utility owner.

8-20.3(4A) Controller Foundations
(March 22, 2023 CFW GSP)

Section 8-20.3(4)A is a new section:

The controller foundation shall conform to the City of Federal Way's Drawing No. 3-45B and 3-45C included in the Appendix of these Specifications.

Additionally, the pad mount shall conform to the following:

1. The concrete pedestal height shall be 20 inches.
2. The spare two-inch conduit shall run to the nearest junction box, unless placement of such would exceed the junction box capacity in which case the spare two-inch conduit shall run to the next nearest junction box.
3. Conduits shall be centered horizontally except service conduit which shall be placed at the side of the power panel.
4. Pedestal shall be tapered from top to bottom at 1:10 on all four sides.
5. Unit shall be mounted on a cement concrete pad per Plan Details.
6. Conduits shall be placed in the front 1/3 of the foundation. Foundations constructed with conduits located within the three (3) inch cabinet mounting flange shall be removed and reconstructed. Modification of the three (3) inch cabinet mounting flange will not be accepted.

The service cabinet foundation shall also be constructed on the larger cement concrete pad noted in the Plans and shall conform to the City of Federal Way's Drawing No. 3-45 included in the Appendix of these Specifications.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes
(March 22, 2023 CFW GSP)

Section 8-20.3(6) is supplemented with the following:

Unless otherwise noted in the Plans or approved by the Engineer, junction boxes, cable vaults and pull boxes shall not be placed within the traveled way or shoulders.

All junction boxes, cable vaults, and pull boxes placed within the traveled way or paved shoulders shall be heavy-duty. Standard Duty nonconcrete junction boxes shall not be installed within the City of Federal Way.

Junction boxes shall not be located within the traveled way, wheelchair ramps, or driveways, or interfere with any other previous or relocated installation. The lid of the junction box shall be flush with the surrounding area and be adequately supported by abutting pavements or soils.

All streetlight junction boxes not placed in the sidewalk shall be placed immediately adjacent to a sidewalk or curb surrounded by concrete (or asphalt if adjacent to roadway) to prevent the box from lifting out of the dirt.

All streetlight junction box lids shall be welded shut after final inspection and approval by King County.

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-resistant products shall be non-slip Methyl methacrylate (MMA) coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's

recommendations. Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to, or installed in, their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for future adjustment.

Wiring shall be replaced for full length if sufficient slack as specified in Section 8-20.3(8) is not maintained. No splicing will be permitted.

Junction boxes Type 1 and 2 shall meet the requirements of WSDOT Standard Plan J-40.10. Type 8 junction boxes shall meet the requirements of WSDOT Standard Plan J-40.30. Junction boxes shall be inscribed based upon system per WSDOT Standard Plan J-40.30. Junction box lids and frames shall be grounded per Section 8-20.3(9).

Junction boxes shall be located at the station and offset indicated in the Plans except that field adjustments may be made at the time of construction by the Engineer to better fit existing field conditions.

Junction boxes for copper and/or fiber signal interconnect shall be placed at a maximum interval of 300 feet and shall be inscribed with "TS" as described on WSDOT Standard Plan J-40.30.

Communications/fibers vaults shall be provided for the purpose of storing slack cabling and installing splice enclosures. The location of all communication vaults shall be as indicated in the Plans and shall be field verified by the Contractor.

Communication/fibers vaults shall be configured such that the tensile and bending limitations of the fiber optic cable are not compromised. Vaults shall be configured to mechanically protect the fiber optic cable against installation force as well as inert forces after cable pulling operations.

Where indicated in the Plans, new vaults shall be installed as described herein and shown in the Plans. The Contractor shall furnish and install racking hardware for cable storage in all new vaults and in all existing vaults where cable storage is identified in the plans. The Contractor shall secure and store the cable in the racking hardware per manufacturer's instruction.

Fiber vaults shall be installed in accordance with the following:

1. All openings around conduits shall be sealed and filled with grout to prevent water and debris from entering the vaults or pull boxes. The grout shall meet the specifications of the fiber vault manufacturers.
2. Backfilling around the work shall not be allowed until the concrete or mortar has set.
3. Upon acceptance of work, fiber vaults shall be free of debris and ready for cable installation. All grounding requirements shall be met prior to cable installation.

4. Fiber vaults shall be adjusted to final grade using risers or rings manufactured by the fiber vault and pull box manufacturer. Fiber vaults with traffic bearing lids shall be raised to final grade using ring risers to raise the cover only. All voids created in and around the vault while adjusting it to grade shall be filled with grout.
5. Fiber vaults shall be installed at the approximate location shown in the Drawings. Final location to be approved by the Engineer.
6. All existing conduits will need to be open and exposed for access within the vault. Care shall be taken to identify which conduits have existing cables. All conduits will extend 2 inches within the vault walls. At the 2-inch mark the excess conduit on the existing structure will need to be removed and all cables exposed.
7. Once the conduits are located, excavate a hole large enough to install the fiber vault. The vault shall have a concrete floor as indicated on the Drawings. The floor shall be installed on 6 inches of crushed surfacing top course. If a fiber vault is installed outside a paved area, an asphalt pad shall be constructed surrounding the junction box. Ensure that the existing conduits are at a minimum of 4 inches above the top of the floor. If the existing conduits contain existing cables, the new vault will need to be bottomless to allow the existing conduit and cable to be routed into the new vault.

8-20.4 Measurement
(April 12, 2018 CFW GSP)

Section 8-20.4 is replaced with the following:

“Adjust Junction Box” will be measured per each.

8-20.5 Payment
(December 1, 2021 CFW GSP)

Section 8-20.5 is deleted and replaced with the following:

Payment will be made in accordance with the following:

“Adjust Junction Box”, per each.

Coordination with communication connections with Comcast, Qwest, or other communication provider affected by this project, and any necessary permits and fees associated with the communications connections shall be considered incidental to the bid items included in this section and no additional compensation will be made.

All costs for installing junction boxes and conduit containing traffic signal system, illumination system, decorative illumination system, festival outlet system and/or interconnect system wiring shall be incidental to the bid item(s) of this section and no additional compensation will be made.

Adjustment of junction boxes shall be incidental and included in the bid items included in this section and no additional compensation will be made.

SECTION 8-22 PAVEMENT MARKING

8-22.1 Description

(November 2, 2020 CFW GSP)

Section 8-22.1 is supplemented with the following:

Pavement markings shall conform to City of Federal Way Standard Details. Profiled and plastic lines shall conform to the pattern as shown on WSDOT Standard Plan M-20.20.

8-22.2 Materials

(August 27, 2021 CFW GSP)

Section 8-22.2 Sentence #3 is deleted and replaced with the following:

Glass beads for Type A plastic shall be as recommended by the manufacturer.

Section 8-22.2 is supplemented with the following:

Glass beads for Type D plastic and Reflective Elements shall be per Section 9-34.4.

8-22.3 Construction Requirements

(March 22, 2023 CFW GSP)

Section 8-22.3 is supplemented with the following:

Permanent pavement markings shall be installed within 30 calendar days after paving. If a project contains paving on multiple streets (i.e. schedules of work), this requirement applies to the paving date for each street / schedule individually.

8-22.3(3) Marking Application

8-22.3(3)E Installation

(November 2, 2020 CFW GSP)

Section 8-22.3(3)E is supplemented with the following:

Profiled Type D lines shall be installed per WSDOT Standard Plan M20.20.

8-22.3(3)G Glass Beads

(March 13, 2012, CFW GSP)

Section 8-22.3(3)G is supplemented with the following:

Glass beads shall be applied to Type D markings at a rate of eight (8) to ten (10) pounds per one hundred square feet.

Reflective elements shall be applied to Type D markings at a rate of ten (10) grams per four (4) inch wide by one (1) linear foot of marking.

8-22.3(6) Removal of Pavement Markings

(March 22, 2023 CFW GSP)

Section 8-22.3(6) is supplemented with the following:

As indicated in the plans, the Contractor shall remove existing pavement markings that may consist of paint, plastic and raised pavement markings.

8-22.4 Measurement

(December 16, 2022 CFW GSP)

Paragraphs 12 and 13 of Section 8-22.4 are replaced with the following:

Measurement for the removal of all pavement markings will be per lump sum.

(March 22, 2023 CFW GSP)

Section 8-22.4 is supplemented with the following:

Raised Pavement Markers are incidental to Pavement Markings. No separate measurement or payment will be made.

8-22.5 Payment

(December 16, 2022 CFW GSP)

Section 8-22.5 is modified as follows:

The following bid items are deleted:

- “Removing Paint Line”, per linear foot.
- “Removing Plastic Line”, per linear foot.
- “Removing Painted Crosswalk Line”, per square foot.
- “Removing Plastic Crosswalk Line”, per square foot.
- “Removing Painted Traffic Marking”, per each.
- “Removing Plastic Traffic Marking”, per each.

The following is a new bid item:

- “Removing Pavement Markings”, lump sum.

8-23 TEMPORARY PAVEMENT MARKINGS

8-23.1 Description

(March 22, 2023 CFW GSP)

Section 8-23.1 is supplemented with the following:

Temporary pavement markings shall be installed and maintained by the Contractor prior to traffic being released onto public streets when the installation of permanent pavement markings is not yet completed. All pavement markings including lines, symbols, and raised pavement markers shown on the plans and details shall be provided as temporary pavement markings until such time that permanent pavement markings are installed. Temporary pavement markings shall generally follow the alignment for the permanent pavement markings.

8-23.2 Low VOC Waterborne Paint

(March 22, 2023 CFW GSP)

Section 8-23.2 is replaced with the following:

The City of Federal Way does not allow Low VOC Waterborne Paint for temporary or permanent pavement markings.

8-23.3(4)A Temporary Pavement Markings – Short Duration

(March 22, 2023 CFW GSP)

Paragraph 2 of Section 8-23.3(4)A is modified as follows:

Temporary Center Line (Double Yellow Center Line) – Two SOLID lines used to delineate adjacent lanes of traffic moving in opposite directions. Temporary raised pavement markings should be installed on both sides of the yellow lines at 40-foot intervals.

Temporary Center Line (Skip Center Line) – A BROKEN line used to delineate adjacent lanes of traffic moving in opposite directions. The broken pattern shall be based on a 10-foot unit, consisting of a 1-foot line with a 9-foot gap.

8-23.4 Measurement

(March 22, 2023 CFW GSP)

Section 8-23.4 is supplemented with the following:

Temporary Flexible Raised Pavement Markers are incidental to Temporary Pavement Markings. No separate measurement or payment will be made.

Traffic control (Flaggers, Traffic Control Supervisor, Other Traffic Control, etc.) for the initial installation of Temporary Pavement Markings shall be measured and paid per the respective Traffic Control Bid Items. Traffic control associated with the subsequent maintenance of Temporary Pavement Markings shall be incidental to the temporary pavement making bid items and no additional payment will be made.

8-30 POTHOLING AND RESOLUTION OF UTILITY CONFLICTS

(April 12, 2018 CFW GSP)

Section 8-30 and it's subsections are new sections as follows:

8-30.1 Description

(April 12, 2018 CFW GSP)

Section 8-30.1 is a new section:

This work involves the identification and resolution of utility conflicts not identified in the plans between proposed improvements and existing utilities. The City will pay these costs by force account if the work proves to be acceptable and the Contractor had performed the work with the authority of and due notice to the Engineer.

8-30.3 Construction Requirements

(April 12, 2018 CFW GSP)

Section 8-30.3 is a new section:

The City may direct the Contractor to pothole existing utilities to verify the field location and depth. Potholing shall include excavation and backfilling of the existing utility, identification of the pipe or line size, material type and condition and the survey work to locate the facility horizontally and vertically. Survey information to be obtained shall include station and offset to center of utility and elevation at top of utility. Stations, offsets and elevations shall be to the nearest 0.1 foot unless greater accuracy is required. Potholes shall be backfilled with CSTC compacted to 95%, or with CDF, as directed by the Engineer. In areas subject to public traffic, the HMA patch shall match the depth of the surrounding pavement.

In the event that a conflict arises between the proposed improvements and an existing utility, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

1. Standby time resulting from existing utility conflicts. Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item (i.e. storm drainage, underground utility installation etc.) due to conflicts with existing facilities. However, payment for standby time shall be limited to:
 - a. For each agreed upon conflict, a maximum of four (4) hours of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.
 - b. If the conflict is resolved within one (1) hour of notification to the Engineer, no standby time will be paid.

2. Additional work required to resolve utility conflicts will be paid for at the bid unit prices for the associated work. Work that can be measured and paid for at the unit contract prices shall not be identified as force account work. This work includes but is not limited to:
 - a. Storm drainage manhole, pipe, vault, and conduit realignments of line and/or grade for the storm drain and undergrounding of overhead utilities, to avoid existing utility conflicts.
 - b. Additional storm drainage manholes, pipe, vaults, and conduit required by a change in alignment, and/or grade, not exceeding the limits set in section 1-04.4 of the Standard Specifications.

8-30.4 Measurement

(April 12, 2018 CFW GSP)

Section 8-30.4 is a new section:

"Potholing", will be measured for force account per Section 1-09.6.

"Resolution of Utility Conflicts" will be measured for force account per Section 1-09.6.

8-30.5 Payment

(April 12, 2018 CFW GSP)

Section 8-30.5 is a new section:

"Potholing", will be paid by force account.

"Resolution of Utility Conflicts", will be paid by force account

To provide a common proposal for all bidders, the City has estimated the amount for "Resolution of Utility Conflicts" and "Potholing" and entered the amounts in the proposal to become a part of the total bid by the Contractor.

Utility conflicts due to the Contractor's actions or operations shall be resolved by the Contractor at no expense to the Contracting Agency.

END OF DIVISION 8

DIVISION 9 MATERIALS

9-01 CONCRETE

9-01.2 Specifications

9-01.2(1)B Blended Hydraulic Cement *(December 16, 2022 CFW GSP)*

Section 9-01.2(1)B is modified with the following:

Type 1L cement is only allowed for use within the City of Federal Way subject to the conditions listed below:

	Class 3000 Type 1L	Class 4000 Type 1L	Class 4000 Type 1L with crystalline waterproofing and corrosion protection admixture ¹	Class 5000 Type 1L
Pre-cast Foundations (luminaires, signals, RRFBs, etc.)	X	X	X	X
Cast-in-Place Foundations (luminaires, signals, RRFBs, etc.)		X	X	X
Pre-cast or cast-in-place catch basins and manholes		X	X	X
Roads, curbs, curb & gutters, roundabouts & aprons, sidewalks, ADA ramps, driveway approaches			X	X
Other exposed surfaces (retaining walls, junction box aprons, cabinet bases, barriers, etc.)			X	X

¹ Crystalline Waterproofing admixtures (Penetron or approved equal) shall meet the following specification: ASTM C494, Type S, hydrophilic, crystalline permeability-reducing admixture for hydrostatic conditions (PRAH) shall form insoluble crystals throughout the concrete matrix, self-healing and sealing all pores, capillaries and cracks up to 0.5mm (1/51 inch). The crystalline waterproofing admixture shall include a colored tracer material so that it is visible when included in the concrete mix.

For all Type 1L concrete mixes, the City will not accept any maleated rosin (i.e. MasterAir AE90) as a supplied air entrainment and waterproofing admixture or any wax-based curing compounds.

9-03 AGGREGATES

9-03.12 Gravel Backfill

9-03.12(6) Pit Run Sand
(April 12, 2018 CFW GSP)

Section 9-03.12(6) is a new section:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8" square	100
U.S. No. 4	90
Sand Equivalent	30 minimum

9-03.14(3) Common Borrow
(April 12, 2018 CFW GSP)

Section 9-03.14(3) is modified with the following requirements:

Material from on-site excavations meeting the requirements for Common Borrow shall be used to the extent practicable. Material for common borrow shall consist of granular soil and/or aggregate which is free of trash, wood, debris, and other deleterious material.

Common Borrow material shall be at the proper moisture content for compaction. This material is generally moisture sensitive. The natural moisture content shall range from not more than 1 percent wet of optimum to not more than 3 percent dry of optimum as determined in accordance with Section 2-03.3(14)D. The material shall not pump or yield under the weight of compaction equipment and construction traffic. The Contractor is responsible for protecting the material from excess moisture wherever/whenever possible. To the extent practicable, this material should be handled only during non-rainy periods and should be removed, hauled, placed, and compacted into final embankments without intermediate handling or stockpiling. Surfaces should be graded and sloped to drain and should not be left uncompacted.

Common Borrow shall meet the following gradation limits:

Sieve Size	Percent Passing (by weight)
6" square ¹	100
4" square	90 – 100
2" square	75 - 100
U.S. No. 4	50 - 80
U.S. No. 40	50 max.
U.S. No 200	25 max.

¹ For geosynthetic reinforced walls or slopes, 100percent passing 1¼-inch square sieve and 90 to 100 percent passing the 1-inch square sieve.

Common Borrow shall contain sufficient fines for compaction and to bind the compacted soil mass together to form a stable surface when heavy construction equipment is operated on its surface.

9-05 DRAINAGE STRUCTURES AND CULVERTS

9-05.15 Metal Castings

9-05.15(4) Heavy Duty Hinged Style Ductile Iron Frame and Cover
(December 2, 2019 CFW GSP)

Section 9-05.15(4) is a new section:

Heavy-Duty hinged style ductile iron frame and covers shall meet the requirements for metal castings found in Section 9-05.15. The covers shall be hinged and incorporate a 90-degree blocking system to prevent accidental closure. The cover shall be operable by one person using standard tools and shall allow for the cover to open to 120-degrees where it can either remain open in a secure position or be removed if needed. The cover pick slot shall provide a solid point of removal for most removal tools and be designed to eliminate surface water inflow. The covers shall be lockable with a cam lock assembly and have a cap or cover to prevent debris from entering and preventing access to the lock assembly. Keys for all lock assemblies will be provided to the City. The frame and cover assembly shall be capable of withstanding a test load of 100,000 lbs and include a "T" shaped durable gasket to cushion traffic shock and resist water infiltration. The frame and cover assembly shall be circular, compatible with City of Federal Way standard top slab openings, and available in a 24-inch clear opening. The frame and cover depth shall not exceed 4 inches and the flange shall incorporate bedding slots and bolt holes. The cover shall be installed with the hinge facing oncoming traffic so the lid will open towards traffic.

9-05.15(5) High Impact Multi-Purpose Rubber Composite Adjustment Risers
(December 2, 2019 CFW GSP)

Section 9-05.15(5) is a new section:

Risers shall be minimum 80% by weight recycled rubber and minimum 10% by volume recycled RFL fiber. Adjustment risers shall be of uniform quality and free from cracks, holes, and any other surface defects. Adjustment risers shall be designed for heavy duty street traffic and shall meet or exceed minimum load capacity requirements of AASHTO. Adjustment risers shall be installed as a single unit and shall not be cut into pieces or used as shims. Manufacturer certification shall be furnished upon request stating that the product meets the requirements of this specification. Risers shall be available in standard thicknesses from 1/2-inch to 3-inches; available flat or tapered; and in round, square, and rectangular shapes.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Materials Submittals and Acceptance
(January 10, 2022, WSDOT GSP, OPT1.2023)

In the table in Section 9-14.1, the row for Compost is revised to read:

9-14.5(8)	Compost	<p>Cert & following information is required to be submitted fourteen days prior to application.</p> <ul style="list-style-type: none"> a) A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with https://apps.leg.wa.gov/WAC/default.aspx?cite=173-350 (Minimum Functions Standards for Solid Waste Handling). b) Compost Test Data submitted on WSDOT Form 220-038 that show the compost complies with the processes, testing, and standards specified in WAC 173-350 and this section. And independent Seal of
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		<p>Testing Assurance (STA) Program certified laboratory shall perform the testing within 90 calendar days of application.</p> <p>c) A copy of the manufacturer's annual Seal of Testing Assurance STA certification as issued by the U.S. Composting Council.</p> <p>d) A sample of the compost approved for use.</p> <p>e) A list of feed stocks by volume for each compost type.</p> <p>f) Compliance with the applicable section.</p>
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9-14.2 Topsoil

9-14.2(1) Topsoil Type A
(June 12, 2020 CFW GSP)

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A mix shall be 50% pure organic compost and 50% sand or sandy loam. The soil shall be high in organic content and comprised of fully composted and mature organic materials.

No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical and physical characteristics of Topsoil Type A shall comply with the following:

Screen Size	7/16" Maximum
Total Nitrogen	0.25% Minimum
Organic Matter	10% Minimum
pH Range	5.5 to 7.5
Conductivity	5 mmhos/cm Maximum

9-14.4 Fertilizer

(June 12, 2020 CFW GSP)

Section 9-14.4 is supplemented with the following:

Fertilizer for trees shall be biodegradable fertilizer packets, 20-10-5. Apply per manufacturer's recommendations.

9-14.5 Mulch and Amendments

9-14.5(3) Bark or Wood Chips

(June 12, 2020 CFW GSP)

Section 9-14.5(3) is supplemented with the following:

Bark or Wood Chip Mulch shall be medium grade composted ground fir or hemlock bark. The bark shall be uniform in color, free from weed seeds, sawdust and splinters. The moisture content of bagged mulch shall not exceed 22%. The acceptable size range of bark mulch material is 1/2" to 1" with maximum of 20% passing the 1/2" screen.

9-14.7 Plant Materials

9-14.7(2) Quality
(June 12, 2020 CFW GSP)

Section 9-14.7(2) is supplemented with the following:

Plant material shall be free from disfiguring knots, swollen grafts, sunscald injuries, bark abrasions, evidence of improper pruning or other objectionable disfigurement.

Potted and container stock shall be well rooted and vigorous enough to ensure survival and healthy growth. Shrubs shall have full foliage (not leggy). Container stock shall be grown in its delivery container for not less than six (6) months, but not for more than two (2) years. Root bound or broken containers will not be accepted. Bare root, liner and root stock with dried or shriveled roots from exposure will not be accepted.

Measurements, caliper, branching, grading, quality, balling and burlapping shall follow the Code of Standards of the American Associate of Nurserymen in the American Standard for Nursery Stock, ANSI 260.1, latest edition. Measurements shall be taken with all branches in their normal growing position. Plants shall not be pruned prior to delivery to site.

9-14.7(3) Handling and Shipping
(June 12, 2020 CFW GSP)

Section 9-14.7(3) is supplemented with the following:

Tie back branches as necessary, and protect bark from chafing with burlap bags. Do not drag Plant materials along ground without proper protection of roots and branches. Protect rootballs from environmental or mechanical damage and water as necessary to keep roots moist. Do not store Plants for more than one week.

9-14.7(4) Sod
(June 12, 2020 CFW GSP)

Section 9-14.7(4) is supplemented with the following:

Sod Lawn shall be three-way Tall Fescue Blend Sod, 33.33% Firecracker LS Tall Fescue, 33.33% Spyder LS Tall Fescue, 33.33% Raptor II Tall Fescue with degradable netting, or approved equal.

9-14.7(5) Tagging
(June 12, 2020 CFW GSP)

Section 9-14.7(5) is a new section::

All Plant material shall be legibly tagged. Tagging may be by species or variety with minimum of one tag per ten trees, shrubs, or vines. Remove all tagging prior to final acceptance.

9-14.7(6) Inspection
(June 12, 2020 CFW GSP)

Section 9-14.7(6) is a new section:

The Contracting Agency shall reserve the option of selecting and inspecting Plant material at the nursery. The contractor shall provide the Contracting Agency with at least one week notice prior to preparing Plants for shipping and delivery. The Contractor shall neither deliver to site nor install Plant materials until authorized by the Contracting Agency.

9-14.7(7) Temporary Storage
(June 12, 2020 CFW GSP)

Section 9-14.7(7) is a new section:

Cold storage of Plants shall not be permitted.

If Planting is delayed more than 24 hours after delivery, set balled and burlapped Plants on the ground, well protected with soil or wet peat. Adequately cover all roots of bare root material with soil or wet peat. Protect rootballs from freezing, sun, drying winds or mechanical damage. Water Plant material as necessary until Planted.

Plants shall not be stored for more than one week. Longer storage period at project site will result in rejection of Plant materials by the Contracting Agency.

9-14.8 Stakes, Guys, and Wrapping
(June 12, 2020 CFW GSP)

Section 9-14.8 is supplemented with the following:

Stakes shall be BVC round tree stakes with Chainlock guying or Engineer accepted product. No wrapping required.

SECTION 9-19 DETECTABLE WARNING SURFACE

9-19.2 Cast-in-Place Detectable Warning Surface

9-19.2(1) General Requirements
(October 3, 2022 WSDOT GSP, OPTION 1)

The first paragraph of Section 9-19.2(1) is revised to read:

The color of detectable warning surfaces shall be yellow and shall match SAE AMS Standard 595, color number 33538 unless otherwise shown on the plans. When used in areas between ramps to differentiate between travel paths, detectable warning surfaces shall be black.

Units shall provide the required contrast (light-on-dark or dark-on-light) with the adjacent curb ramp or other applicable walkway.

SECTION 9-28 SIGNING MATERIALS AND FABRICATION

9-28.1 General
(March 22, 2023 CFW GSP)

Paragraph three is deleted and replaced with the following:

All regulatory (R series), school (S series), and warning (W and X series) signs, except for parking regulation, parking prohibition signing and signs of fluorescent yellow-green color shall be constructed with Type III Glass Bead Retroreflective Element Material sheeting in accordance with Section 9-28.12 of the Standard Specifications. This sheeting has a retro reflection rating of 250 candelas/foot candle/square foot for white-silver sheeting with a divergence angle of 0.2 degrees and an incidence angle of minus 4 degrees. This high intensity sheeting shall be Type III sheeting or greater. All street name (D-3) sign sheeting shall meet this specification. The reflectivity standard of supplemental plaques shall match that of the primary sign.

All overhead signing, all regulatory (R series) of fluorescent yellow-green color and all school (S series) of florescent yellow color shall meet the specifications of Type IX Micro Prismatic Retroreflective Element Material sheeting in accordance with Section 9-28.12 of the Standard Specifications. This standard applies to all signs mounted above the roadway, on span wire or signal mast arms and all regulatory (R series) and school (S series) signs of fluorescent yellow-green color. The reflectivity standard of supplemental plaques shall match that of the primary sign.

Motorist information and parking signing shall be constructed with Type I Glass Bead Retroreflective Element Material sheeting in accordance with Section 9-28.12 of the Standard Specifications. The reflectivity standard of supplemental plaques shall match that of the primary sign.

9-28.2 Manufacturer's Identification and Date
(October 23, 2014 CFW GSP)

Section 9-28.2 is deleted and replaced with the following:

All signs shall show the manufacturer's name and date of manufacture on the back.

9-28.8 Sheet Aluminum Signs
(January 8, 2013 CFW GSP)

Section 9-28.8 table is deleted and replaced with the following:

<u>Maximum Dimension</u>	<u>Blank Thickness</u>
Less than 30 inches	0.080 inches
Greater than 30 inches, less than 48 inches	0.100 inches
Greater than 48 inches	0.125 inches

Section 9-28.8 is supplemented with the following:

All permanent signs shall be constructed from aluminum sign blanks unless otherwise approved by the Engineer. Sign-blank minimum thicknesses, based on maximum dimensions, shall be as follows:

All D-3 street-name signs shall be constructed with 0.100-inch-thick blanks. The Contractor shall install permanent signs which meet or exceed the minimum reflectivity standards. All sign face sheeting shall be applied to sign blanks with pressure sensitive adhesives.

9-28.9 Fiberglass Reinforced Plastic Signs
(December 18, 2009 CFW GSP)

Section 9-28.9 is deleted in its entirety.

9-28.12 Reflective Sheeting
(February 6, 2023 WSDOT GSP)

Section 9-28.12 is revised to read:

Reflective sheeting material shall conform to ASTM D4956 – *Standard Specification for Retroreflective Sheeting for Traffic Control*. The following standard reflective sheeting types have been modified to reflect Contracting Agency requirements:

Device Type	Use	Sheeting Color	Allowable Sheeting Types
Permanent Signs			
Permanent Signing	All	All	IV ¹
Object Markers	All	All	IV
Temporary Construction Signing			
Warning Signs	All	Fluorescent Orange	VIII, IX, X ² , XI
Regulatory Signs	All	White	IV
Regulatory Signs	Rural	White	II ³ , IV
Regulatory Signs	Urban/Rural	White	III ³ , IV
Regulatory Signs	All	Red	III, IV
Regulatory Signs	All	Green	II, IV
Regulatory Letters, Border or Symbols		Green	III ³ , IV ³
Temporary Construction Signs	All	All Other Background Colors	III ³ , IV
Other Devices			
Barricades	All	White or Orange	III ³ , IV
Barrier Delineators	All	White or Yellow	III, IV, V, XI
Bollards	All	All	IV
Flexible Guidepost	All	All	III, IV, V
Pedestrian Channelization Devices	All	White or Orange	III ³ , IV
Signal Backplates	Portable Signals		IV
Signal Backplates	Permanent Signals		See Section 9-29.16
Tall Channelization Devices 42-inch	All	Fluorescent Orange/White	III ⁴ , IV ⁴ , VIII, IX, XI ⁴
Traffic Cones 28- and 36-inch	All	White or Higher White	III ³ , IV
Traffic Safety Drums	All	Fluorescent Orange/White	III ⁴ , IV ⁴ , VIII, IX, XI ⁴
Transportable Attenuators	All	Yellow and Black Chevron	III ³ , IV
Transportable Attenuators	All	White and Red Chevron	IV
Utilities attached to Bridges	All		I, See Section 6-01.10

Notes:

1. Except S Series signs with fluorescent yellow-green sheeting shall use Type XI and Overhead Warning Signs and overhead exit only panels with fluorescent yellow shall use Type IV or XI.
2. Former Type X, not shown in ASTM D4956, however meets requirements of Types VII, IX and XI.
3. Only devices in inventory may be used, new fabrication shall use Type IV.
4. Type III and Type IV orange and white sheeting may be still used through December 31, 2026.

9-28.14 Sign Support Structures

(March 22, 2023 CFW GSP)

Section 9-28.14 is supplemented with the following:

Unless otherwise noted in the Plans or approved by the engineer, all sign posts shall be steel sign posts. Sign post sizes will be shown on Plans or shall be sized per the WSDOT Design Manual. Sign Supports (foundations) shall be Type ST-4 (concrete) as found on WSDOT Standard Detail G-24.50-05.

SECTION 9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.2 Junction Boxes, Cable Vaults and Pull Boxes

(August 27, 2021 CFW GSP)

Section 9-29.2 is supplemented with the following:

Slip-Resistant Surfacing for Junction Boxes, Cable Vaults, Fiber Vaults, and Pull Boxes

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-resistant products shall be non-slip MMA coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's recommendations. Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

9-29.2(1)A2 Non-Concrete Junction Boxes

(February 3, 2020 CFW GSP)

Section 9-29.2(1)A2 is replaced with the following:

Non-Concrete junction boxes are not allowed for use within the City of Federal Way.

SECTION 9-34 PAVEMENT MARKING MATERIAL

9-34.2 Paint

9-34.2(5) Low VOC Waterborne Paint

(December 16, 2022 CFW GSP)

Section 9-34.2(5) is replaced with the following:

The City of Federal Way does not allow Low VOC Waterborne Paint.

9-34.3 Plastic

9-34.3(4) Type D – Liquid Cold Applied Methyl Methacrylate

(March 13, 2012 CFW GSP)

Section 9-34.3(4) is supplemented with the following:

The methyl methacrylate (MMA) material shall be formulated as a long-life durable pavement marking system capable of providing a minimum of two years of continuous performance. The material shall be a catalyzed methyl methacrylate (MMA), wet-continuous reflective product and placed shall have a dry time (cure) to the touch of no more than 30 minutes. The material shall be capable of retaining reflective glass beads and ceramic micro-crystalline elements of the drop-on or

spray-on type as specified by the manufacturer. The binder shall be lead free and suitable for bituminous and concrete pavements.

9-34.4 Glass Beads for Pavement Marking Materials

(August 27, 2021 CFW GSP)

Section 9-34.4 is supplemented with the following:

Methyl Methacrylate Pavement Markings Optics

Glass Beads

Surface-drop glass beads shall be the Swarco Series 3132 bead that has a Methacrylate compatible coupling agent approved by the material manufacturer.

Glass beads shall be applied at a rate of eight (8) to ten (10) pounds per one hundred square feet.

Reflective Elements

Surface-drop ceramic elements shall be the Series 50M or 70M with a Methacrylate compatible coupling agent approved by the material manufacturer. Elements shall meet or exceed a minimum initial value of 150 mcd for white and 125 mcd for yellow per ASTM 2176.

The reflective elements shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic. All “dry-performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method. All “wet performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the liquid oil immersion method.

There are two gradations for the reflective elements, standard size and “S” series. “S” series is a slightly finer gradation of elements compared to standard.

Element Gradations			
Mass Percent Passing (ASTM D1214)			
US Mesh	Micron	Standard Elements	“S” Series
12	1700	80-100	85-100
14	1410	45-80	70-96
16	1180	5-40	50-90
18	1000	0-20	5-60
20	850	0-7	0-25
30	600		0-7

A sample of reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000cc of distilled water. CAUTION: Always add the concentrated acid into the water, not the reverse.

The reflective elements are surface treated to optimize embedment and adhesion to the MMA binder. Elements treated for use with MMA shall have identification on packaging or label to indicate use with the MMA binder.

Reflective elements shall be applied at a rate of ten (10) grams per four (4) inch wide by one (1) linear foot of marking.

Reflectance

Typical initial retro reflectance values are shown in the Table below. Typical retro reflectivity is averaged over many readings. Minimum Retro reflectivity results represent average performance for smooth pavement surfaces. Values represent both standard and "S" Series elements. Results may vary due to differences in pavement type and surface roughness. Increased element drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces. The initial retro reflectance of a single installation shall be the average value determined by the measurement procedures outlined in ASTM E 1710, using a 30-meter (98.4 feet) retro-reflectometer. RL shall be expressed in units of millicandelas per square foot per foot-candle [mcd(ft-2)(fc-1)].

The optics incorporated into the pavement marking system shall be tested and certified by an independent laboratory to meet ASTM E2177 for wet-recovery and ASTM E2176 for wet-continuous performance levels.

The pavement marking system installed shall meet a minimum Dry reflectance value of 700 MCD/M2/LX for white pavement markings and 500 MCD/M2/LX for yellow pavement markings and wet-recovery (as described by ASTM 2177) reflectance value of 375 MCD/M2/LX for white pavement markings and 280 MCD/M2/LX for yellow pavement markings, and wet-continuous (as described by ASTM 2176 testing) reflectance values of 150 MCD/M2/LX for white pavement markings and 125 MCD/M2/LX for yellow pavement markings as measured with a 30 meter device approved by the Traffic Engineering Division (TED).

The Contractor will be required to take and record readings every 500 feet utilizing a 30 meter device approved by the Traffic Engineering Division. These readings shall be recorded on the daily report and submitted to the project engineer at the end of each work day or shift.

Minimum Initial Retro Reflectance Values		
	White	Yellow
Dry (ASTM E1710)	700	500
Wet recovery (ASTM E2177)	375	280
Wet continuous (ASTM E2176)	150	125

9-35.5 Portable Changeable Message Signs
(January 10, 2022, WSDOT GSP, Option 1.2023)

Section 9-35.5 is revised to read:

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 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.

Standard Plans
(January 9, 2023 WSDOT)

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

The Standard Plans are revised as follows:

A-10.30

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

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

B-90.40

Valve Detail – DELETED

C-8

DELETED

C-8A

DELETED

C-20.42

Plan View (Case 22A-31), callout, was; "BEAM GUARDRAIL ANCHOR TYPE 10 PAY LIMIT" is revised to read; "BEAM GUARDRAIL ANCHOR TYPE 11 PAY LIMIT"

C-23.60

DELETED

C-23.70

Sheet 1, Detail A, callout, was – "EIGHT 5/8" X 1/2" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5) "is revised to read: "EIGHT 5/8" X 1-1/2" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5)".

Sheet 2, ANCHOR RAIL ELEMENT DETAIL and associated Enlarged Detail, 3/4" Diameter hole pattern (8 holes), callout, "3/4" DIAMETER HOLE (TYP.)" is revised to read: "29/32" x 1 1/8" (IN) SLOT (TYP.)"

D-2.04

DELETED

D-2.06

DELETED

D-2.08

DELETED

D-2.32

DELETED

D-2.34

DELETED

D-2.60

DELETED

D-2.62

DELETED

D-2.64

DELETED

D-2.66

DELETED

D-2.68

DELETED

D-2.80

DELETED

D-2.88

DELETED

D-3.15
DELETED

D-3.16
DELETED

D-3.17
DELETED

D-3.10
Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

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

D-3.11
Sheet 1, Typical Section, callout – ““B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “B” BARRIER APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

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

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40

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

D-10.45

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

D-15.10

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

D-15.20

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

D-15.30

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

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

J-10.18

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

J-20.10

Elevation View, horizontal dimension to edge of sidewalk 1" (IN) OR LESS DESIRABLE ~ 18" (IN) MAXIMUM is revised to read: "10" (IN) MAXIMUM"

J-20.26

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

J-20.16

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

J-21.10

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

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

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

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

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

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

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

J-21.15

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

J-21.16

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

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x)

Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 1/2" 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

J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be -G-90.20.

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
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-75.50-01.....6/10/08
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-10.70-02.....8/17/21
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-02.....2/27/18
B-30.05-00.....9/9/20
B-30.10-03.....2/27/18
B-30.15-00.....2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03.....2/27/18

B-30.90-02.....1/26/17
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-02.....1/26/17
B-45.20-01.....7/11/17
B-45.40-01.....7/21/17
B-50.20-00.....6/1/06
B-55.20-03.....8/17/21
B-60.20-02.....9/9/20
B-60.40-01.....2/27/18
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....3/15/22
B-70.60-01.....1/26/17

B-80.40-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00.....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-01.....1/26/17
B-90.50-00.....6/8/06
B-95.20-02.....8/17/21
B-95.40-01.....6/28/18

C-1.....9/8/22
C-1b.....9/8/22
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....9/8/22
C-7.....9/8/22
C-7a.....9/8/22
C-20.10-08.....9/8/22
C-20.14-05.....9/8/22
C-20.15-02.....6/11/14
C-20.18-04.....9/8/22
C-20.40-09.....9/8/22
C-20.41-04.....8/22/22
C-20.42-05.....7/14/15
C-20.43-00.....8/22/22
C-20.45.03.....9/8/22
C-22.16-07.....9/16/20

C-22.40-09.....9/8/22
C-22.45-06.....9/8/22
C-23.70-00.....8/22/22
C.24.10-03.....7/24/22
C-24.15-00.....3/15/22
C-25.20-07.....8/20/21
C-25.22-06.....8/20/21
C-25.26-05.....8/20/21
C-25.30-01.....8/20/21
C-25.80-05.....8/12/19
C-60.10-02.....9/8/22
C-60.15-00.....8/17/21
C-60.20-01.....9/8/22
C-60.30-01.....8/17/21
C-60.40-00.....8/17/21
C-60.45-00.....8/17/21
C-60.50-00.....8/17/21
C-60.60-00.....8/17/21

C-60.70-01.....9/8/22
C-60.80-01.....9/8/22
C-70.15-00.....8/17/21
C-70.10-03.....8/17/21
C-75.10-02.....9/16/20
C-75.20-03.....8/20/21
C-75.30-03.....8/21/20
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-02.....8/20/21
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20
C-85.15-02.....8/27/21
C-85-18-03.....9/8/22

D-2.36-03.....6/11/14
D-2.46-02.....8/13/21
D-2.84-00.....11/10/05
D-2.92-01.....4/26/22
D-3.09-00.....5/17/12
D-3.10-01.....5/29/13
D-3.11-03.....6/11/14

D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08

D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

E-1.....2/21/07
E-2.....5/29/98

E-4.....8/27/03
E-4a.....8/27/03

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-03.....3/28/22
F-10.40-04.....9/24/20

F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16

F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-03.....8/13/21
F-80.10-04.....7/15/16

F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
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		
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	
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-50.20-01.....6/10/13
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
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-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03.....7/21/16
J-26.15-01.....5/17/12
J-26.20-01.....6/28/18
J-27.10-01.....7/21/16
J-27.15-00.....3/15/12
J-28.01-00.....8/30/22

J-50.05-00.....7/21/17
J-50.10-01.....7/31/19
J-50.11-02.....7/31/19
J-50.12-02.....8/7/19
J-50.13-01.....8/30/22
J-50.15-01.....7/21/17
J-50.16-01.....3/22/13
J-50.18-00.....8/7/19
J-50.19-00.....8/7/19
J-50.20-00.....6/3/11

K-70.20-01.....6/1/16
K-80.10-02.....9/25/20

K-80.32-00.....8/17/21
K-80.34-00.....8/17/21

K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

L-5.10-00.....9/19/22
L-5.15-00.....9/19/22
L-10.10-02.....6/21/12

L-20.10-03.....7/14/15
L-30.10-02.....6/11/14
L-40.15-01.....6/16/11

L-40.20-02.....6/21/12
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00.....7/10/15
M-3.10-04.....9/25/20
M-3.20-04.....8/2/22
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00.....2/10/09

M-11.10-04.....8/2/22
M-12.10-03.....8/2/22
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-04.....8/2/22
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00.....7/11/17
M-24.66-00.....7/11/17
M-40.10-03.....6/24/14

M-40.20-00...10/12/07
M-40.30-01.....7/11/17
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M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-03.....8/17/21
M-65.10-03.....8/17/21
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

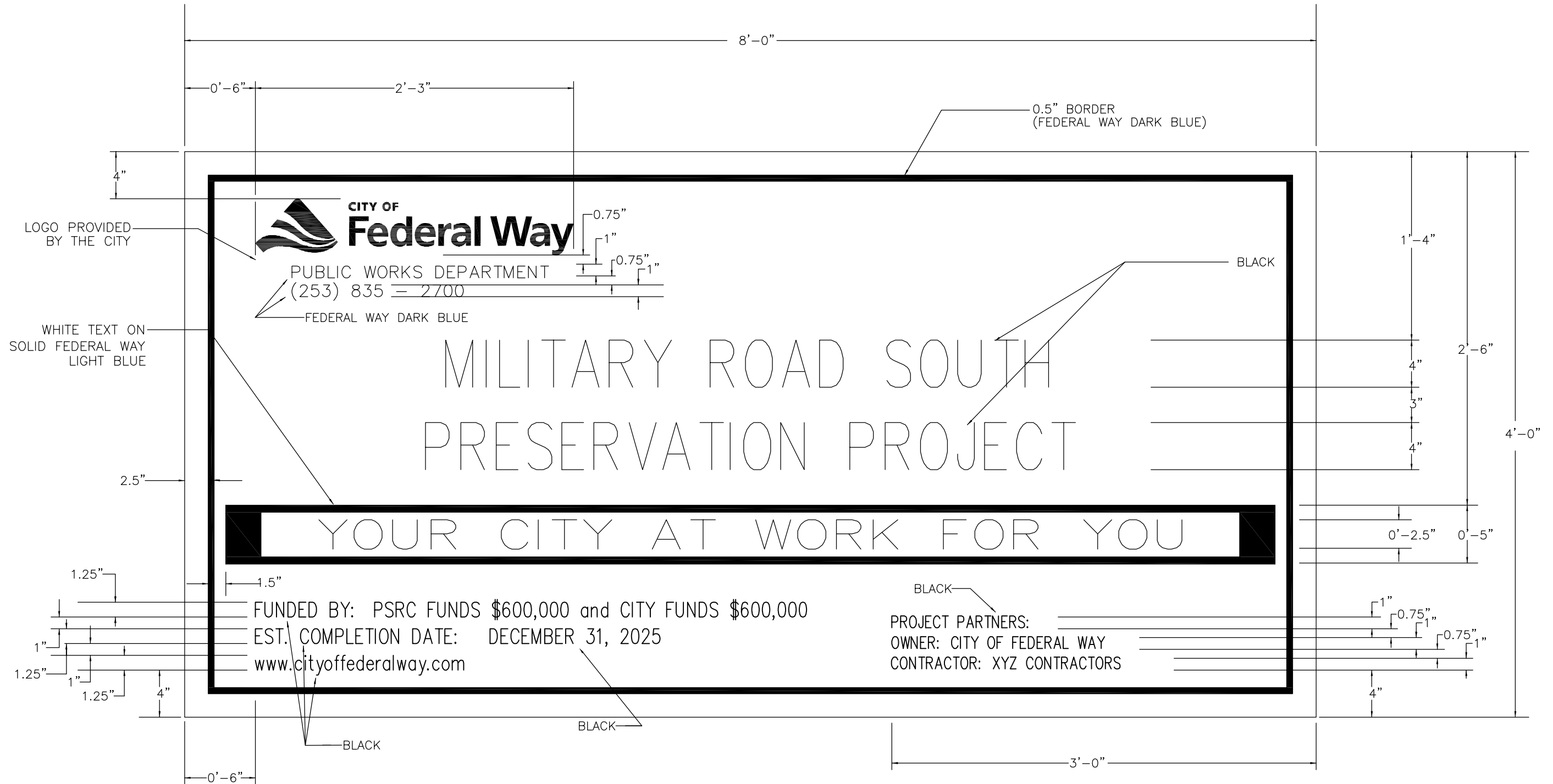
END DIVISION 9

APPENDIX B

STANDARD PLANS AND DETAILS

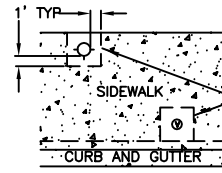
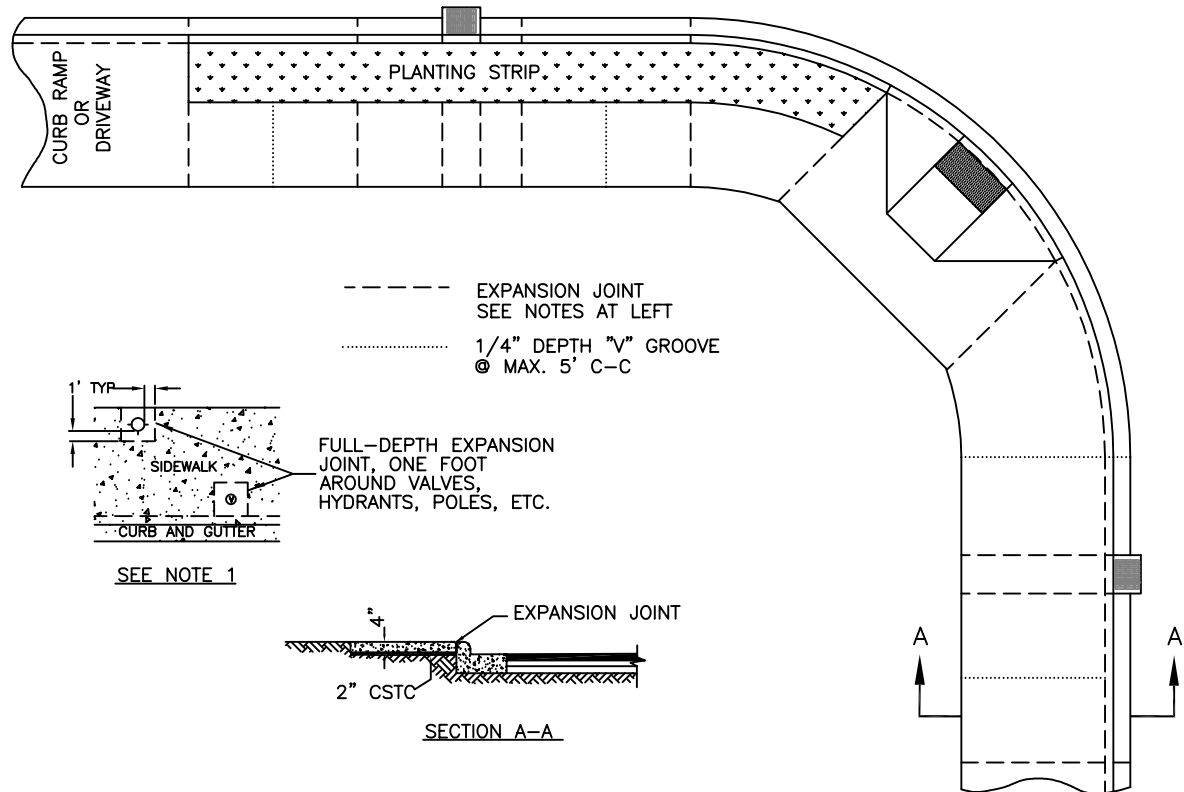
NOTES:

1. SIGN TO BE CONSTRUCTED OF 3/4" MARINE GRADE PLYWOOD
2. SIGN TO BE SEALED ON ALL SIDES WITH MARINE GRADE ENAMEL (WHITE).
3. PROVIDE 4"x 4" POSTS, PRESSURE TREATED. SITE CONDITIONS MAY REQUIRE DIFFERENT POST LENGTHS TO KEEP SIGN A PROPER DISTANCE ABOVE PREVAILING GRADE TO PERMIT PUBLIC VIEWING.

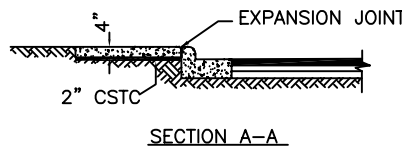


NOTES:

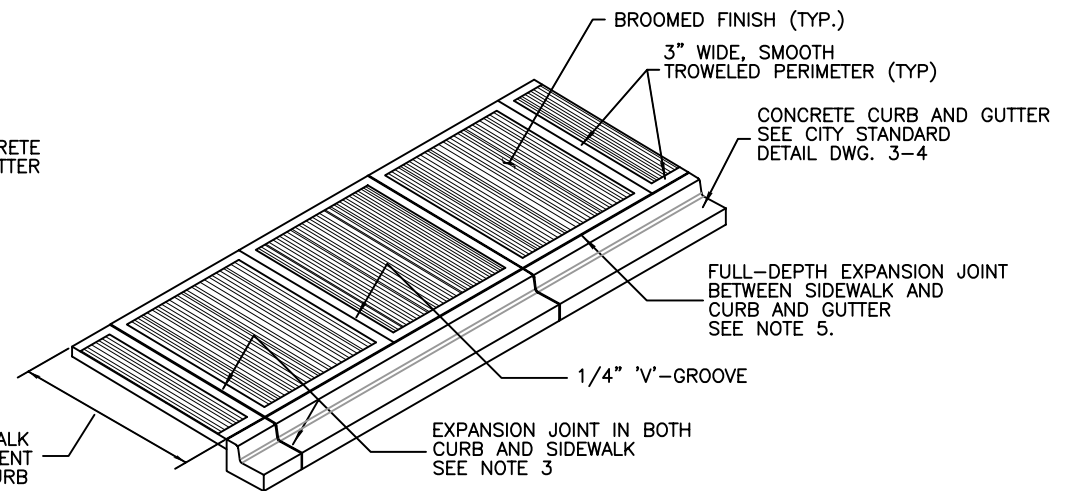
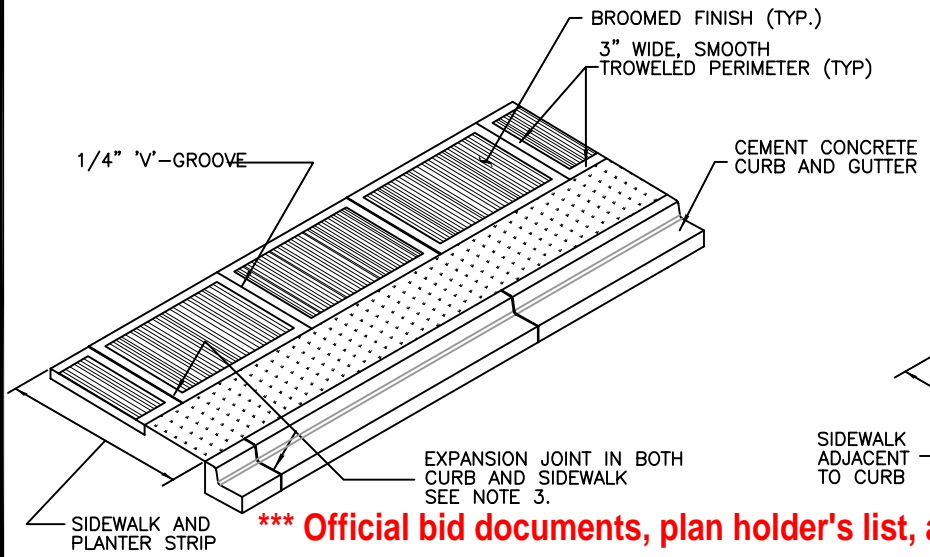
1. AN EXPANSION JOINT CONSISTING OF 3/8" PRE-MOLDED JOINT MATERIAL SHALL BE PLACED FULL DEPTH AROUND HYDRANTS, POLES, POSTS, AND UTILITY CASTINGS. SEE DETAIL AT RIGHT.
2. AN EXPANSION JOINT CONSISTING OF 3/8" PRE-MOLDED JOINT MATERIAL SHALL BE PLACED IN THE UPPER 2 INCHES OF CURBS AND SIDEWALKS AT 10 FOOT INTERVALS AND AT SIDES OF DRAINAGE INLETS. (JOINT MATERIAL OF 2 1/2" DEPTH MAY BE USED IN LIEU OF 2" DEPTH).
3. EXPANSION JOINTS IN SIDEWALK SHALL BE LOCATED SO AS TO MATCH THE JOINTS IN THE CURB AND GUTTER, WHETHER THE SIDEWALK IS ADJACENT TO THE CURB OR SEPARATED BY A PLANTER STRIP.
4. TOOL MARKS, CONSISTING OF 1/4-INCH 'V'-GROOVES SHALL BE MADE IN THE SIDEWALK AT 5 FOOT INTERVALS, INTERMEDIATE TO THE EXPANSION JOINTS.
5. AN EXPANSION JOINT CONSISTING OF 3/8" PRE-MOLDED JOINT MATERIAL SHALL BE PLACED FULL-DEPTH BETWEEN THE CURB AND ADJACENT SIDEWALK.
6. EXPANSION JOINT MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF ASTM D1751 (AASHTO M 213).
7. MONOLITHIC POURS OF CURB AND SIDEWALK ARE NOT ALLOWED.
8. ALL UTILITY APPURTENANCES WITHIN THE SIDEWALK SHALL HAVE ADA-COMPLIANT NON-SLID LIDS.



SEE NOTE 1

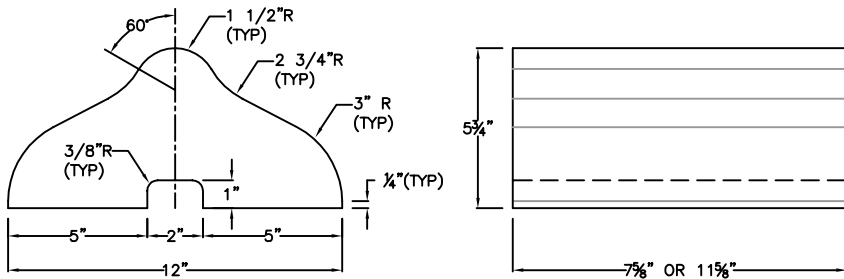


SECTION A-A



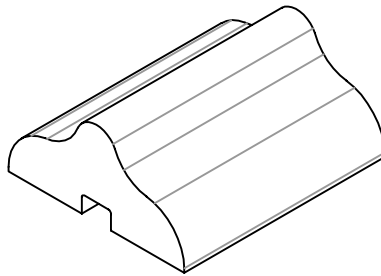
***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****

REV JAN 2019



SECTION

ELEVATION

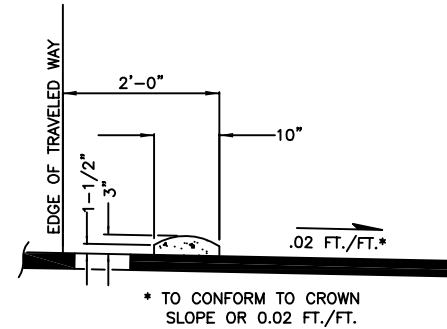


ISOMETRIC

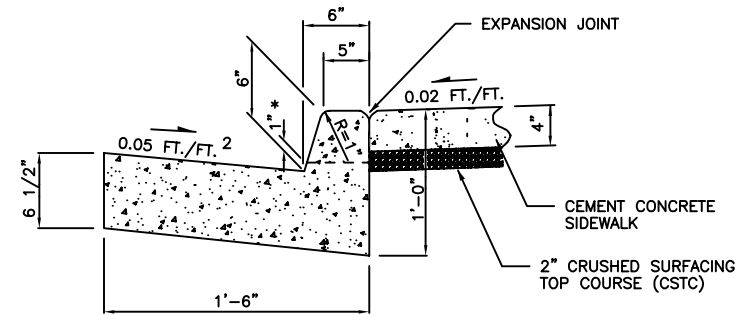
TYPE 'C' BLOCK TRAFFIC CURB

NOTES:

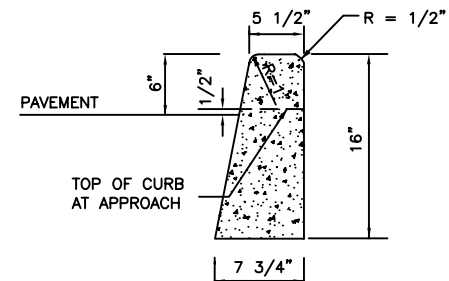
1. SEE DWG. 3-3 FOR JOINT REQUIREMENTS.
2. ROLL GUTTER TO MATCH POSITIVE SUPERELEVATION.
3. TO BE USED ONLY AS APPROVED BY THE PUBLIC WORKS DEPT.



MOUNTABLE CEMENT CONCRETE CURB³



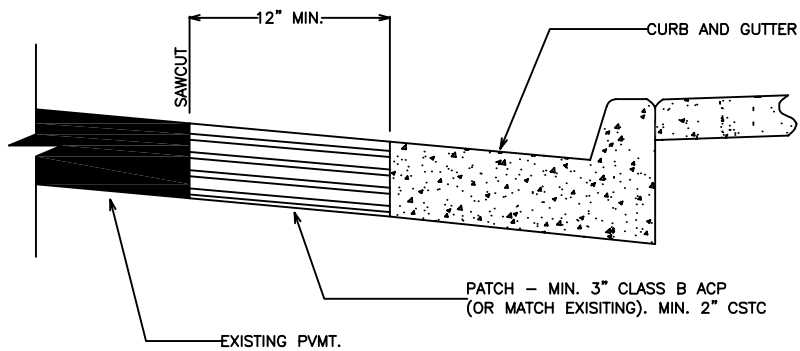
NEW CEMENT CONCRETE CURB & GUTTER



CEMENT CONCRETE BARRIER CURB

REV: FEB 2011

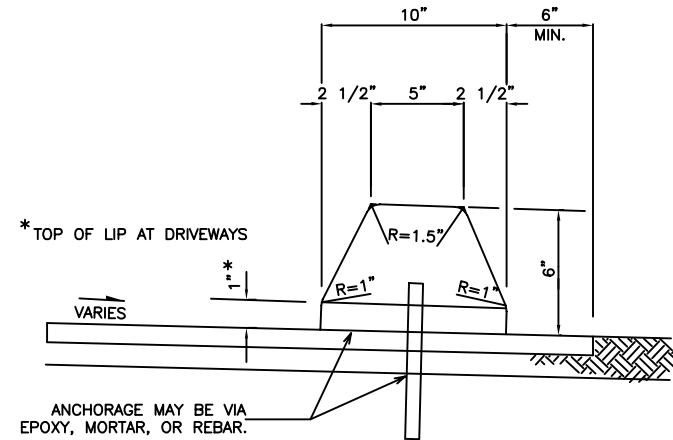
***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****



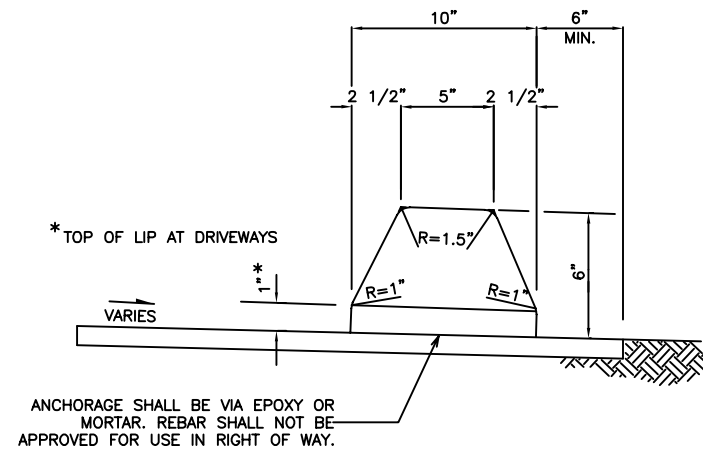
CEMENT CONCRETE CURB & GUTTER REPLACEMENT¹

NOTES:

- EXISTING CURB REPLACEMENT WILL REQUIRE REMOVAL OF ASPHALT A MINIMUM OF 12" FROM FACE OF GUTTER.



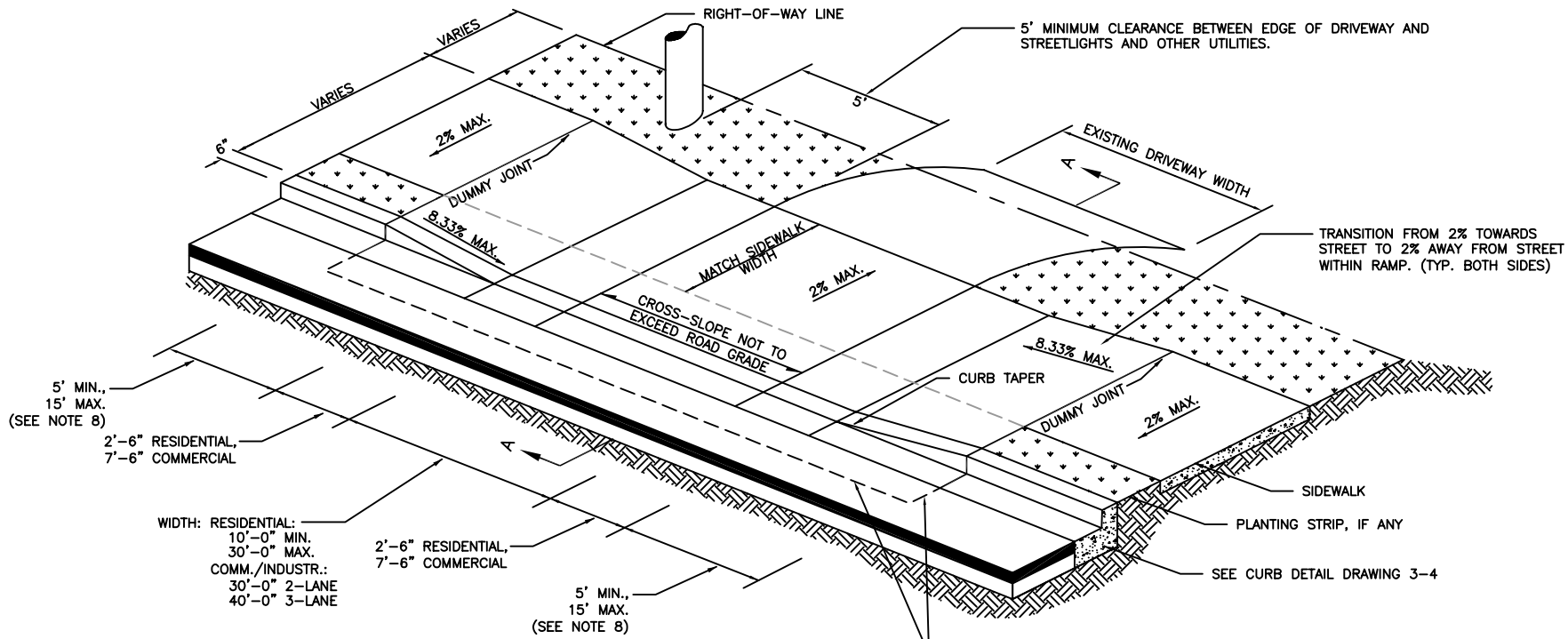
EXTRUDED ASPHALT OR CEMENT CONCRETE CURB
IN PRIVATE PARKING AREAS ONLY



EXTRUDED CEMENT CONCRETE CURB
FOR USE IN PUBLIC RIGHT OF WAY

***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****

APRIL 2012



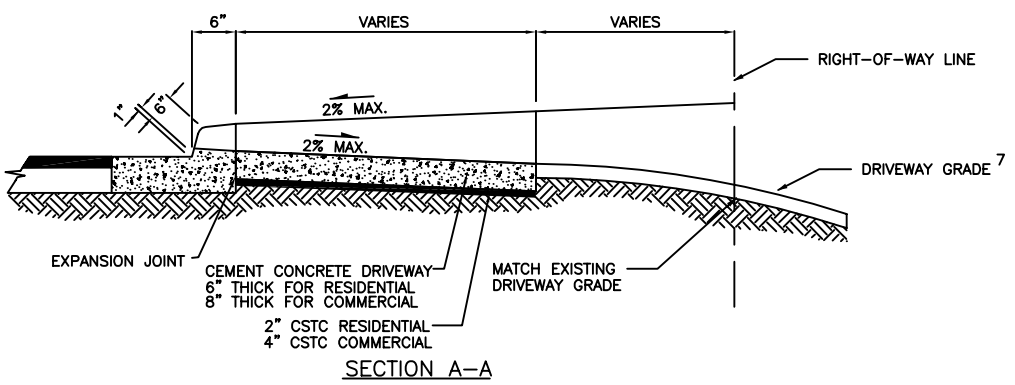
5' MIN.,
15' MAX.
(SEE NOTE 8)

2'-6" RESIDENTIAL,
7'-6" COMMERCIAL

WIDTH: RESIDENTIAL:
10'-0" MIN.
30'-0" MAX.
COMM./INDUSTR.:
30'-0" 2-LANE
40'-0" 3-LANE

2'-6" RESIDENTIAL,
7'-6" COMMERCIAL

5' MIN.,
15' MAX.
(SEE NOTE 8)



SECTION A-A

SAWCUT LINE FOR NEW OR REPLACEMENT DRIVEWAYS IN EXISTING CURB/GUTTER SECTIONS.

NOTES:

1. A REVERSE SLOPE DRIVEWAY IS SUBJECT TO APPROVAL BY ENGINEER CONSIDERING NEED FOR AND COMPATIBILITY OF THIS FEATURE.
2. COMMERCIAL/INDUSTRIAL DRIVEWAYS WIDER THAN 40' MAY BE APPROVED CONSIDERING TRAFFIC SAFETY AND NEEDS OF THE ACTIVITY SERVED. ALL COMMERCIAL/INDUSTRIAL DRIVEWAYS SHALL HAVE AN EXPANSION JOINT LOCATED MID-WIDTH. SEE KCRS SEC. 3.04.
3. A STORM SEWER INLET SHALL BE LOCATED WITHIN 20' BUT NO CLOSER THAN 10' UPGRADE FROM NEAREST EDGE OF CURB TAPER.
4. SEE SEC. 3.2.13 AND CURB DETAIL DRAWING 3-4
5. CEMENT CONCRETE DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH CEMENT CONCRETE CLASS 4000 WITH 4% TO 6% AIR ENTRAINMENT.
6. FULL DEPTH EXPANSION JOINT IF DRIVEWAY WIDTH IS 15' OR GREATER.
7. SEE SECTION 3.2.13 FOR MAX CHANGE IN DRIVEWAY GRADE
8. LENGTH OF RAMP SHALL VARY AS NEEDED TO MEET ADA SLOPE REQUIREMENTS.

REV. FEBRUARY 2014

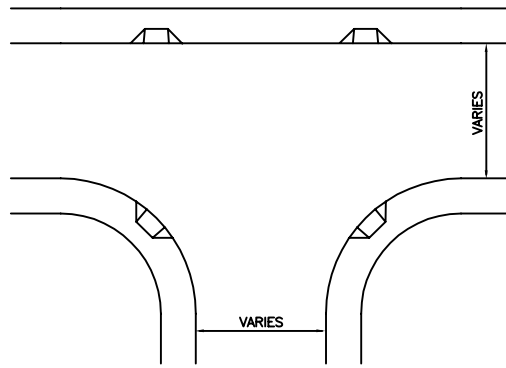
*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***



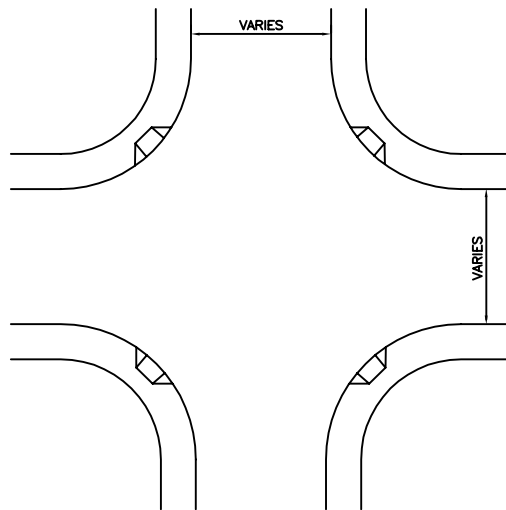
PUBLIC WORKS

REVERSE SLOPE DRIVEWAY

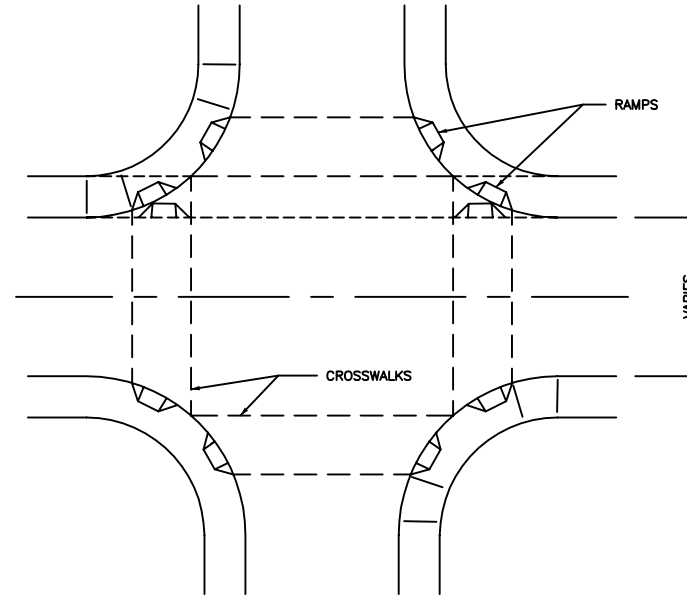
DWG. NO.
3-7



ACCEPTABLE
RAMP LOCATIONS
FOR RETROFIT OR ALTERATION



FOR NEW CONSTRUCTION
OR STANDARD RECONSTRUCTION



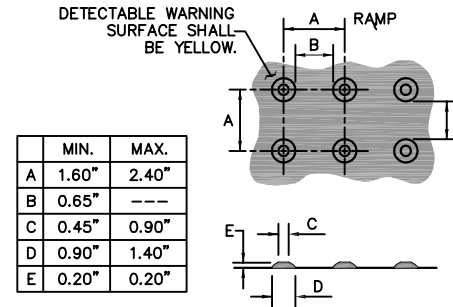
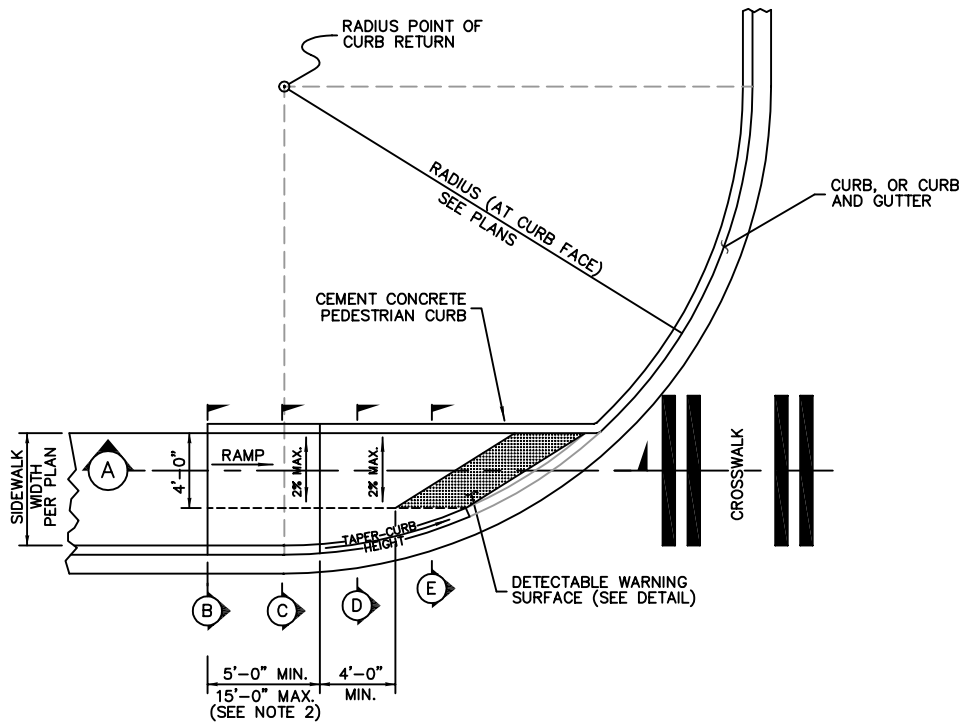
RAMP LOCATIONS
FOR NEW CONSTRUCTION
OR STANDARD RECONSTRUCTION

NOTES:

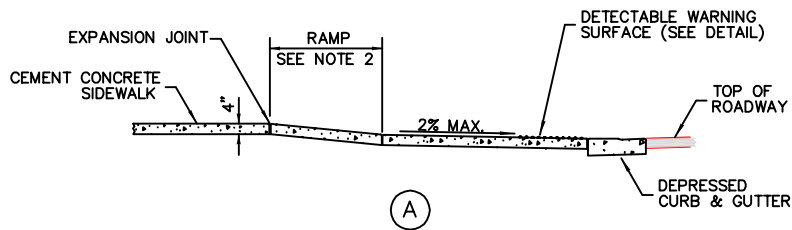
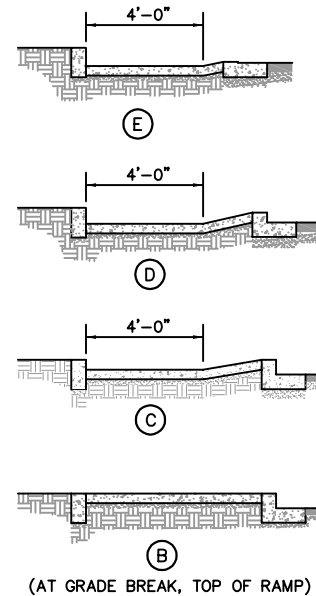
1. CATCH BASIN AND INLETS SHALL BE OUTSIDE THE CURB RAMP (24" MIN. CLEARANCE FROM RAMP).
2. CARE SHALL BE TAKEN TO KEEP THE RAMP FROM CONFLICTING WITH HYDRANTS, POLES, INLETS, AND OTHER UTILITIES.
3. CONSTRUCT RAMP IN ACCORDANCE WITH STANDARD DRAWING 3-10 OR 3-11.
4. CROSSWALKS ARE NOT ALWAYS MARKED.
5. WHEN RAMPS ARE CONSTRUCTED ON ONE SIDE OF STREET, RAMPS SHALL BE CONSTRUCTED AT CORRESPONDING LOCATIONS ON OPPOSITE SIDE OF STREET.

REV. 4/11/08

***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****



TRUNCATED DOMES

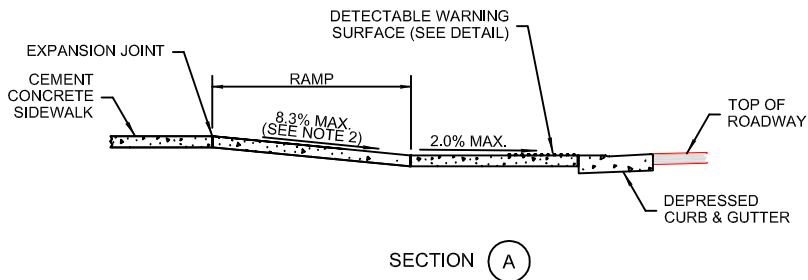
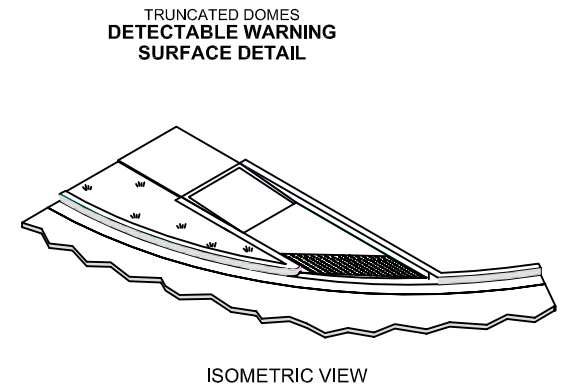
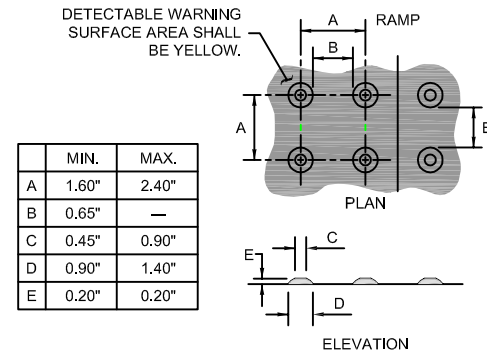
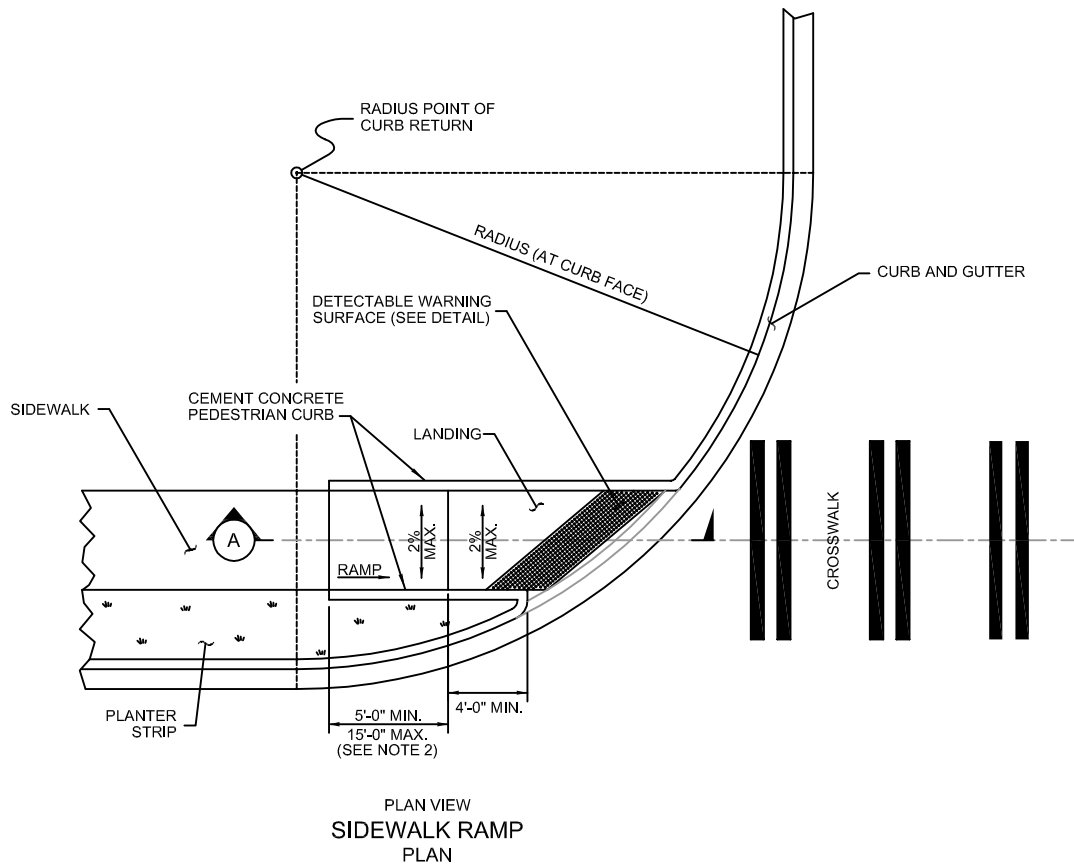


NOTES:

- DO NOT PLACE GRATINGS, JUNCTION BOXES, ACCESS COVERS OR OTHER APPURTANENCES IN FRONT OF THE RAMP OR ON ANY PART OF THE CURB RAMP OR LANDING.
- THE CURB RAMP MAXIMUM RUNNING SLOPE SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP SLOPES. WHEN APPLYING THE 15 FOOT MAX. LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS FEASIBLE.

***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****

FEB. 2013

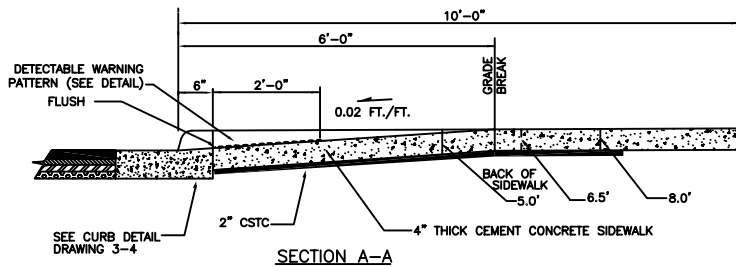
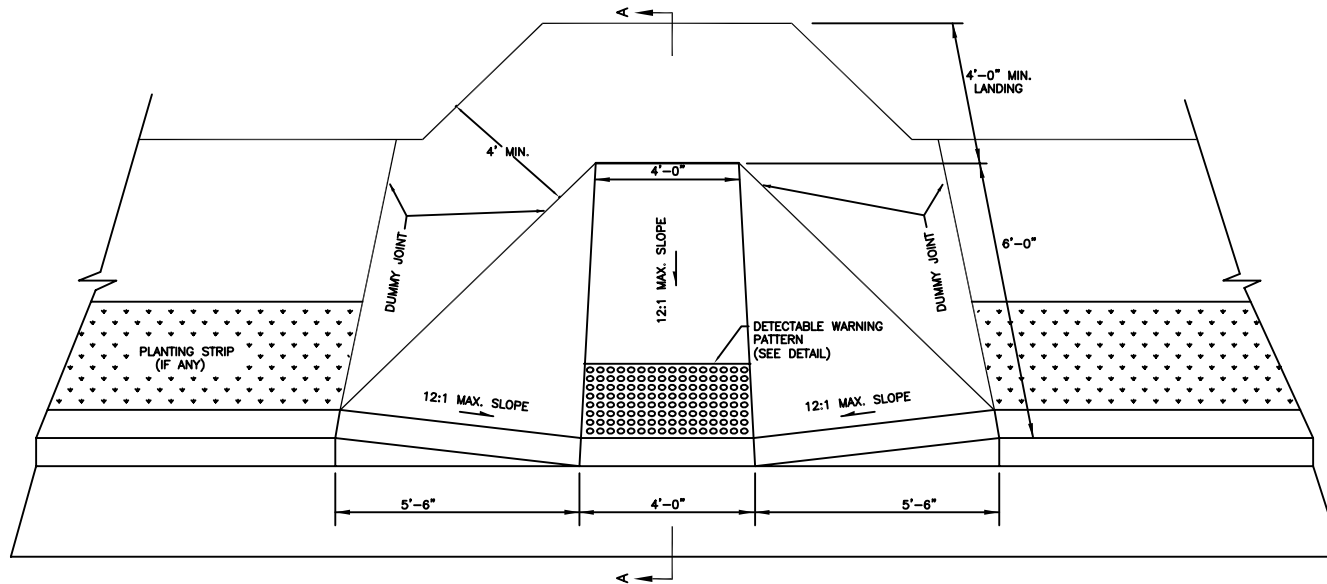


NOTES:

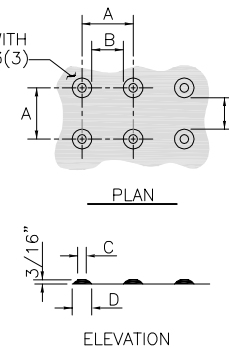
1. DO NOT PLACE GRATINGS, JUNCTION BOXES, ACCESS COVERS OR OTHER APPURTANENCES IN FRONT OF THE RAMP OR ON ANY PART OF THE CURB RAMP OR LANDING.
2. THE CURB RAMP MAXIMUM RUNNING SLOPE SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP SLOPES. WHEN APPLYING THE 15 FOOT MAX. LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE AS FLAT AS FEASIBLE.

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REV. JAN 2013



DETECTABLE WARNING PATTERN AREA SHALL BE YELLOW, IN COMPLIANCE WITH WSDOT STD. SPEC. 8-14.3(3)



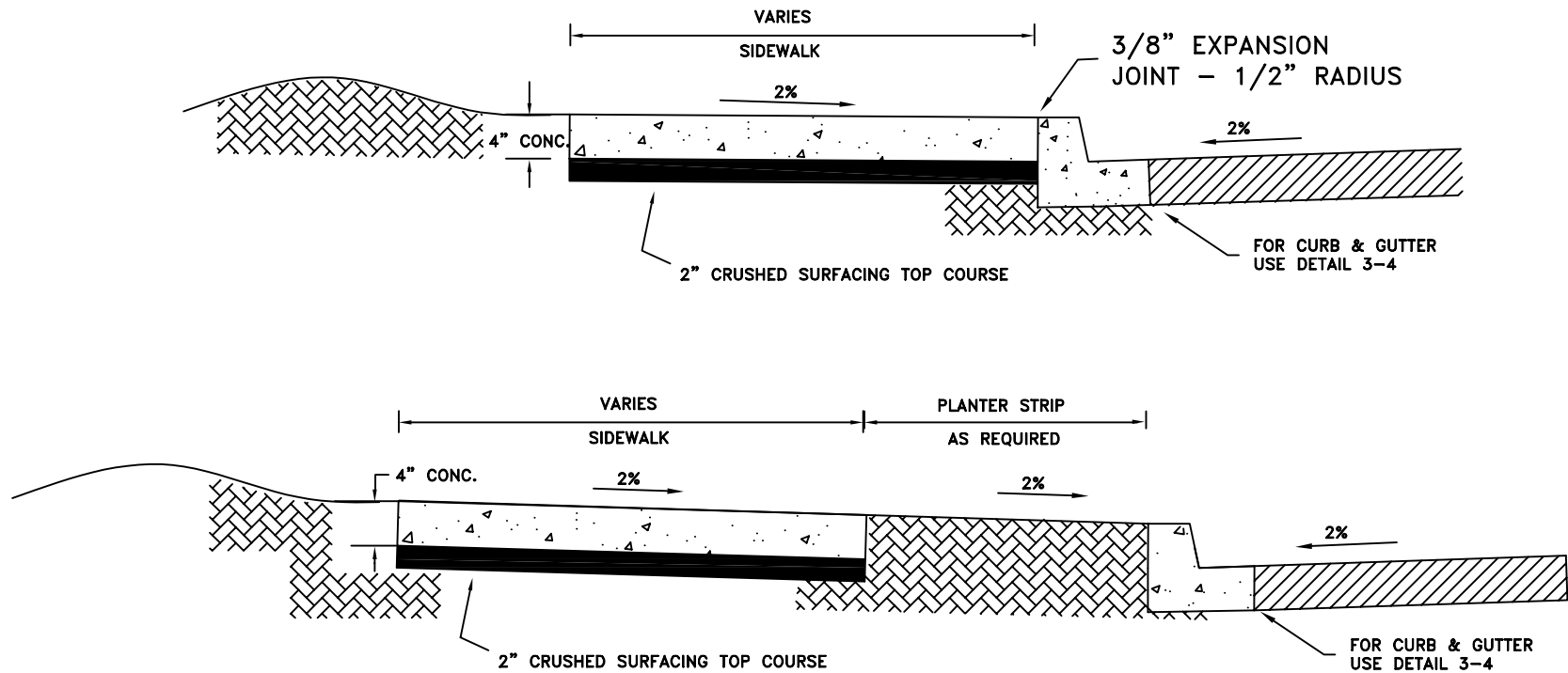
	MIN.	MAX.
A	1 5/8"	2 3/8"
B	5/8"	1 1/2"
C	7/16"	3/4"
D	7/8"	1 7/16"

NOTES:

1. RAMP AND APPROACHES SHALL BE CLEAR OF OBSTACLES INCL. HYDRANTS, POLES, AND INLETS.
2. RAMP CENTER LINE SHALL BE PERPENDICULAR TO OR RADIAL TO CURB RETURNS UNLESS OTHERWISE APPROVED BY ENGINEER.
3. WHEN RAMPS ARE CONSTRUCTED ON ONE SIDE OF THE STREET, RAMPS SHALL BE CONSTRUCTED AT CORRESPONDING SIDEWALK LOCATIONS ON OPPOSITE SIDE OF STREET. SEE DWG. NO. 3-9.
4. ON ARTERIAL STREETS, IN GENERAL CASE, CURB RAMPS SHALL BE CONSTRUCTED TWO PER RADIUS, IN OR PREFERABLY ADJACENT TO THE MAIN PEDESTRIAN PATHS.
5. ON RESIDENTIAL STREETS OR WHERE UTILITIES ARE IN CONFLICT OR STREET GRADE EXCEEDS 4.0% CURB RAMPS MAY BE CONSTRUCTED ONE PER RADIUS, AT MIDPOINT OF CURB RETURN OR AT MAIN PEDESTRIAN PATH.

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REV. MAR 2011

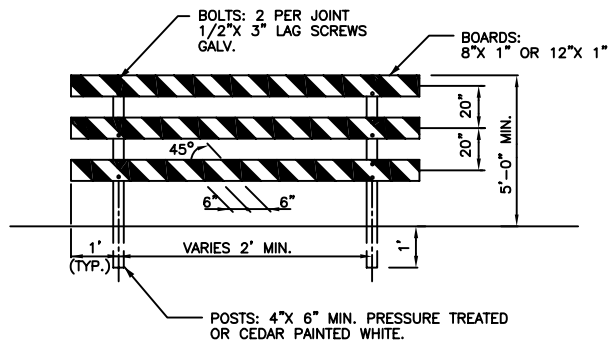


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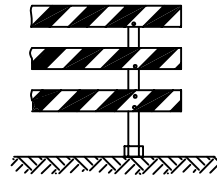
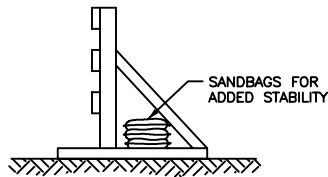
1. FOR JOINTS AND SCORING, SEE FEDERAL WAY STANDARD FOR SIDEWALK SPACING, EXPANSION JOINTS, AND SCORE MARKS.
2. SEE DETAILS 3-6, 3-6A, & 3-7 FOR MINIMUM DEPTH OF CONCRETE THROUGH DRIVEWAY SECTIONS.
3. WHEN CHECKED WITH A 10 FOOT STRAIGHTEDGE, GRADE SHALL NOT DEVIATE MORE THAN 1/8 INCH AND ALIGNMENT SHALL NOT VARY MORE THAN 1/4 INCH.
4. CONCRETE SHALL BE CLASS 3000, WSDOT SPEC. 8-14.

REV. MAR 2011

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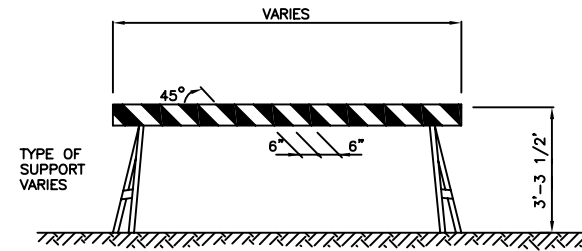


FIXED (PERMANENT)
TYPE III BARRICADE



MOVABLE (TEMPORARY)
TYPE III BARRICADE

BARRICADE NOTES:			
TYPE	I	II	III
WIDTH OF RAIL	8" MIN. 12" MAX.	8" MIN. 12" MAX.	8" MIN. 12" MAX.
LENGTH OF RAIL	2' MIN.	2' MIN.	4' MIN.
HEIGHT	3' MIN.	3' MIN.	5' MIN.
TYPE OF FRAME	DEMOUNTABLE OR HEAVY "A"	LIGHT "A" FRAME	POST OR SKIDS
FLEXIBILITY	ESSENTIALLY MOVABLE	PORTABLE	ESSENTIALLY PERMANENT

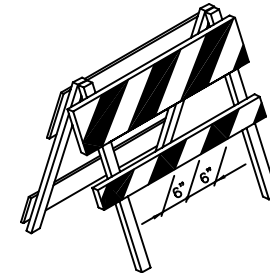


TYPE I BARRICADE

STRIPE NOTES:

ORANGE & WHITE IF TEMPORARY.
RED & WHITE IF PERMANENT.
REFLECTORIZED
SLANT DOWNWARD, RIGHT OR LEFT,
IN DIRECTION TRAFFIC WILL PASS.
SLANT BOTH DIRECTIONS FROM MIDDLE
IF TRAFFIC PASSES BOTH ENDS.
WIDTH 6" EXCEPT 4" IF RAILS ARE
LESS THAN 3' LONG.
SLANT DOWNWARD TO MIDDLE AT END
OF CLOSED ROAD.

SEE MUTCD SEC. 6F.60.



TYPE II BARRICADE

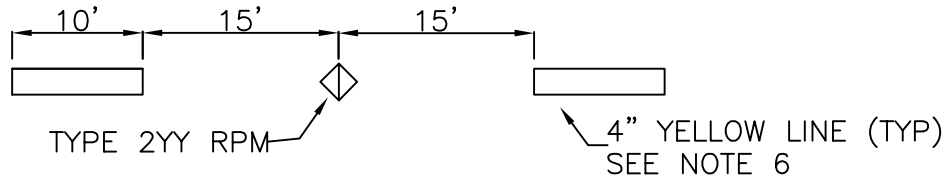
NOTE:
FOR DIMENSIONS NOT
SHOWN, SEE TABLE.

INFORMATIONAL SIGN

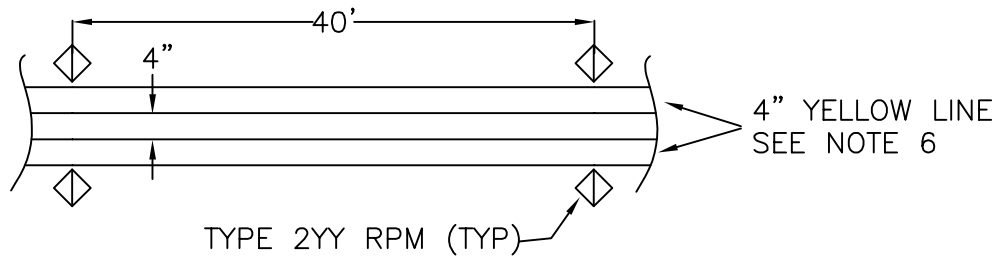
STREET PLANNED FOR EXTENSION
WITH FUTURE DEVELOPMENT.
FOR MORE INFORMATION CALL
CITY OF FEDERAL WAY
PUBLIC WORKS DEPARTMENT
253-835-2700.

TO BE INSTALLED ON BARRICADES
WHERE STREET IS PLANNED FOR
FUTURE EXTENSION - AS DIRECTED BY
PUBLIC WORKS DEPARTMENT

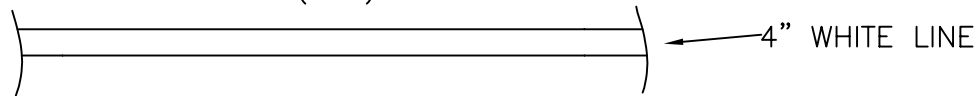
SKIP CENTER LINE (SCL)



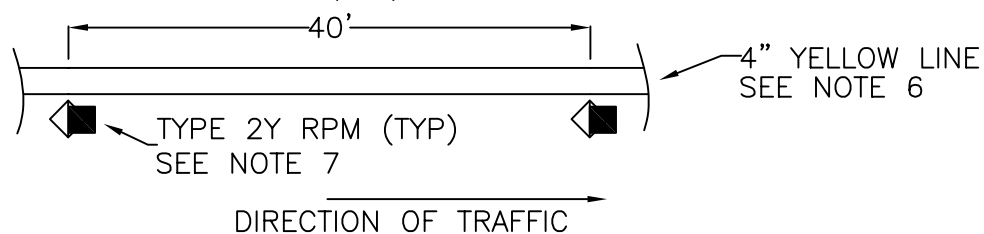
DOUBLE YELLOW CENTER LINE (DYCL)



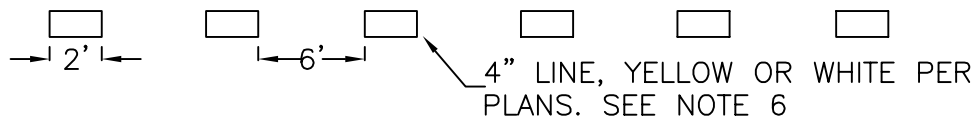
WHITE EDGE LINE (WEL)



YELLOW EDGE LINE (YEL)



DOTTED EXTENSION LINE (WDEL, YDEL)



GENERAL NOTES:

1. LONGITUDINAL STRIPING ON ARTERIALS SHALL BE PLASTIC TYPE D METHYLMETHACRYLATE (MMA). TRANSVERSE MARKINGS SHALL BE PLASTIC TYPE A. ALL OTHER STRIPING SHALL BE PAINT.
2. ALL STRIPING WITHIN INTERSECTIONS SHALL BE PLASTIC TYPE A OR D.
3. ALL RPM'S SHALL BE LOCATED TO PROVIDE 4 INCHES BETWEEN STRIPING AND RPM'S.
4. TYPE 2 RPM'S SHALL BE USED ON ALL ARTERIALS AND COLLECTORS, IF STRIPED
5. WHERE TYPE C CURB IS USED IN PLACE OF STRIPING, USE RPM PATTERN APPLICABLE TO THE STRIPING BEING REPLACED.

SPECIFIC NOTES:

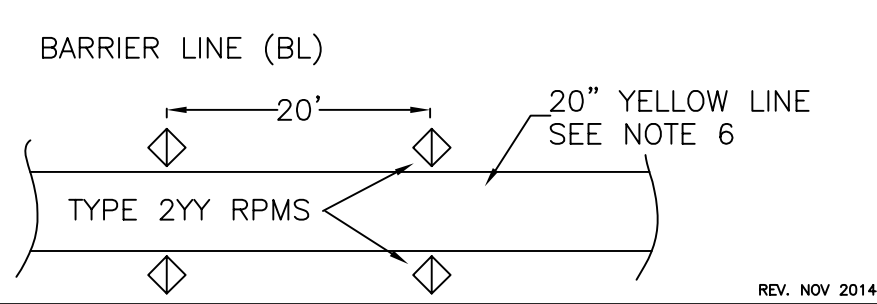
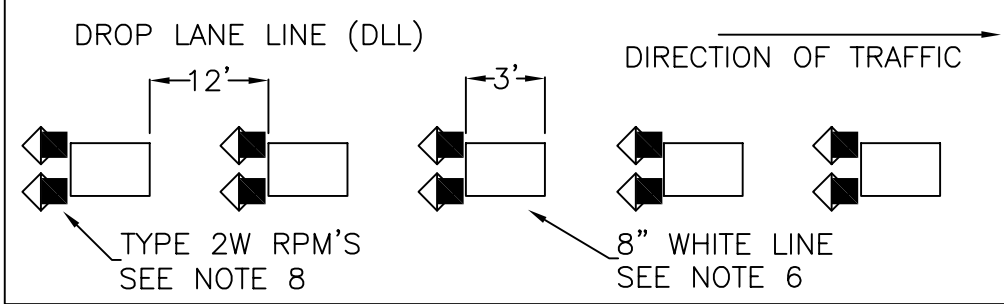
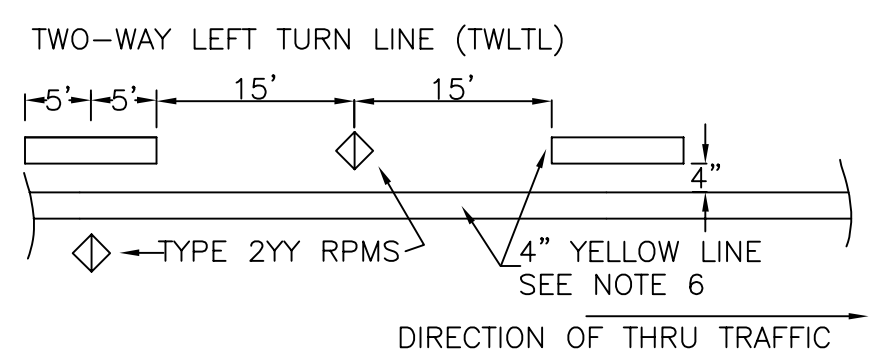
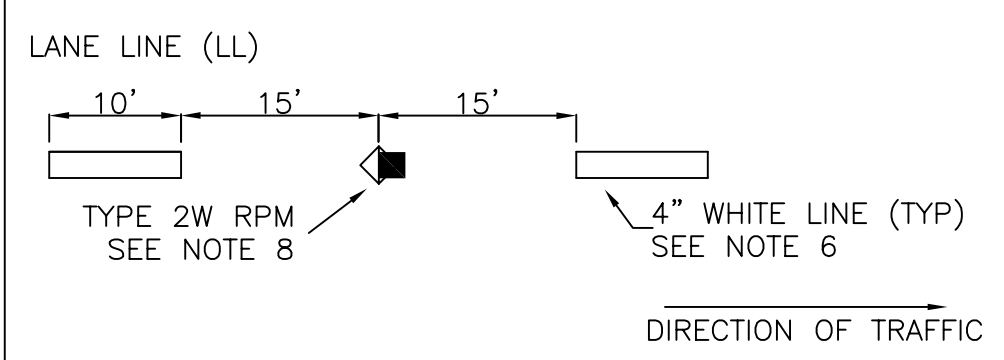
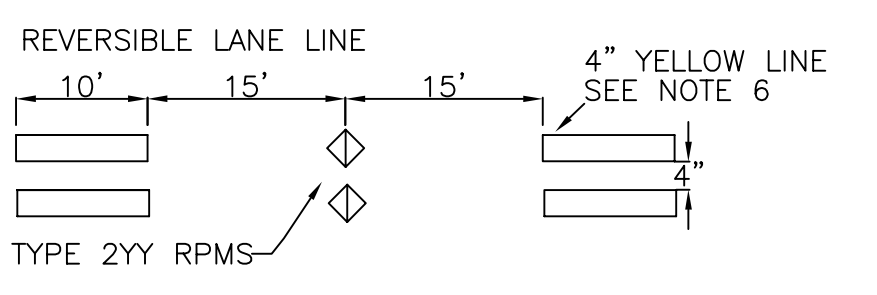
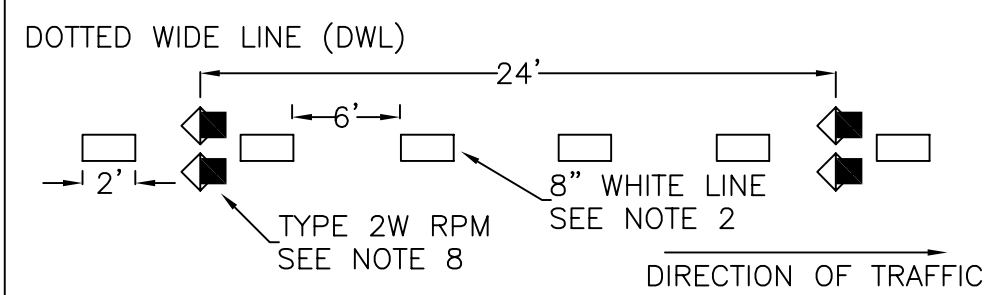
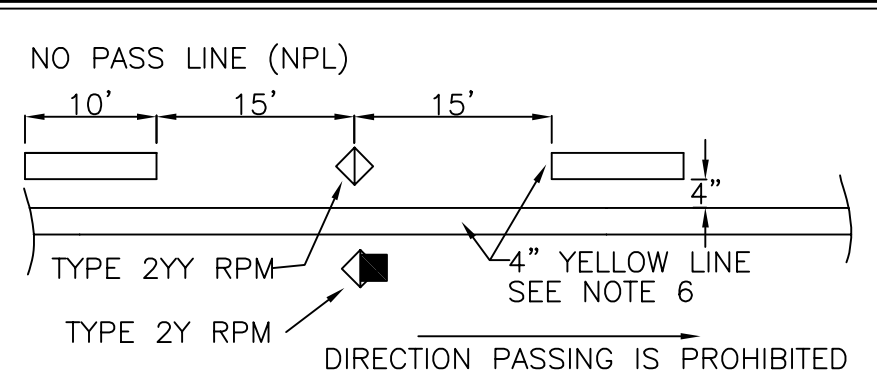
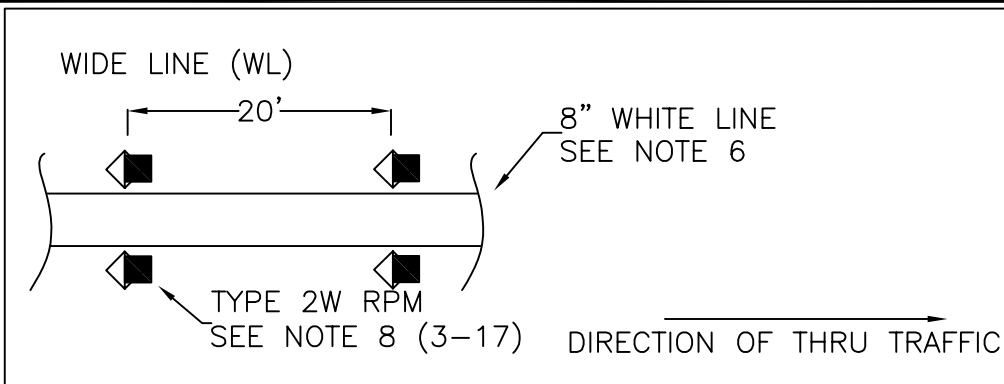
6. IF MMA IS USED, MMA SHALL BE PROFILED.
7. WHERE RAISED MEDIAN OR TYPE C CURBING IS USED, USE TYPE 2YR RPM'S, WITH RED FACING OPPOSITE THE DIRECTION OF TRAFFIC.
8. WHERE RAISED MEDIAN OR TYPE C CURBING IS USED, USE TYPE 2WR RPM'S, WITH RED FACING OPPOSITE THE DIRECTION OF TRAFFIC.

LEGEND:

- ◀■ MONO-DIRECTIONAL RPM TYPE 2
- ◊ BI-DIRECTIONAL RPM TYPE 2

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Rev. NOV 2014



REV. NOV 2014

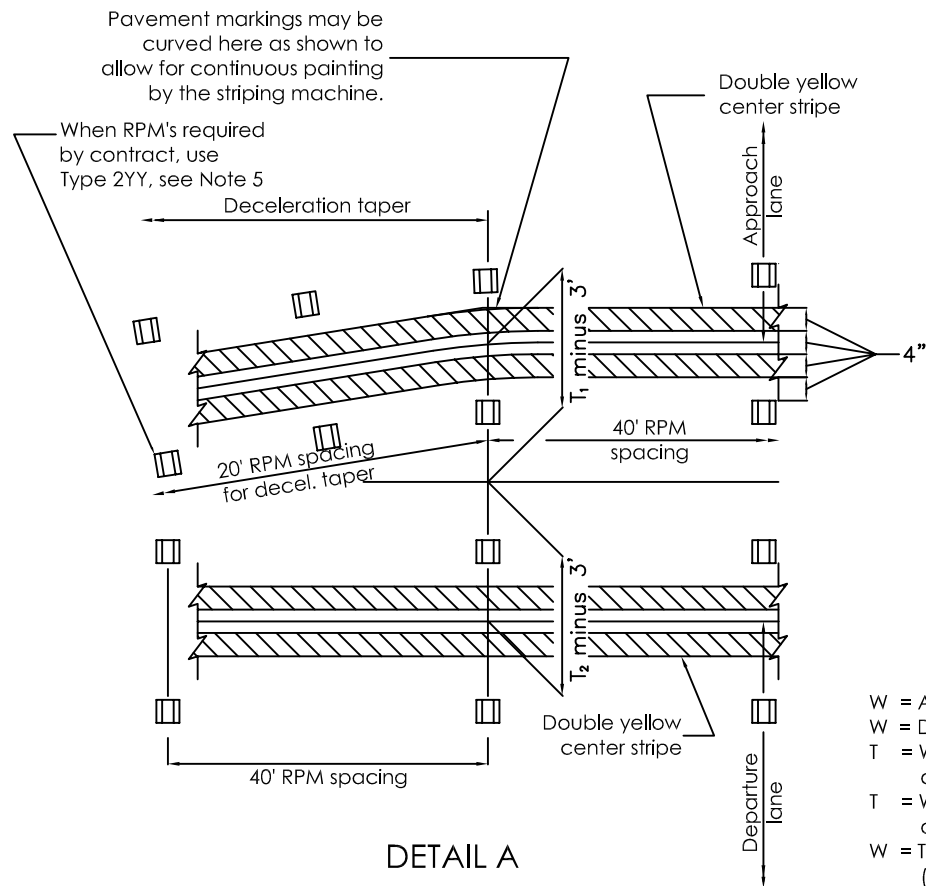
*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***



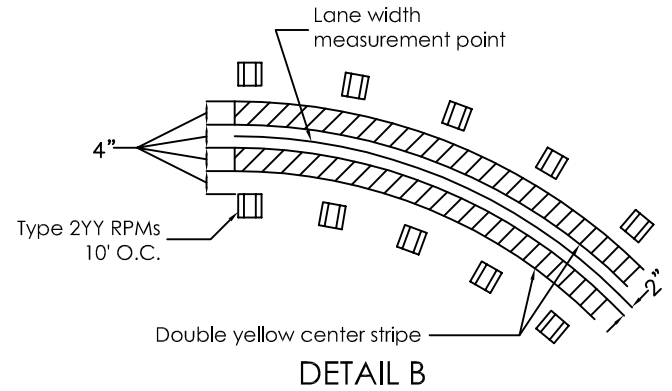
PUBLIC WORKS

RAISED PAVEMENT MARKERS

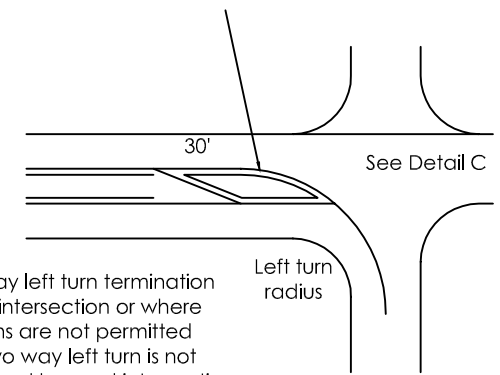
DWG. NO. 3-18



DETAIL A



DETAIL B



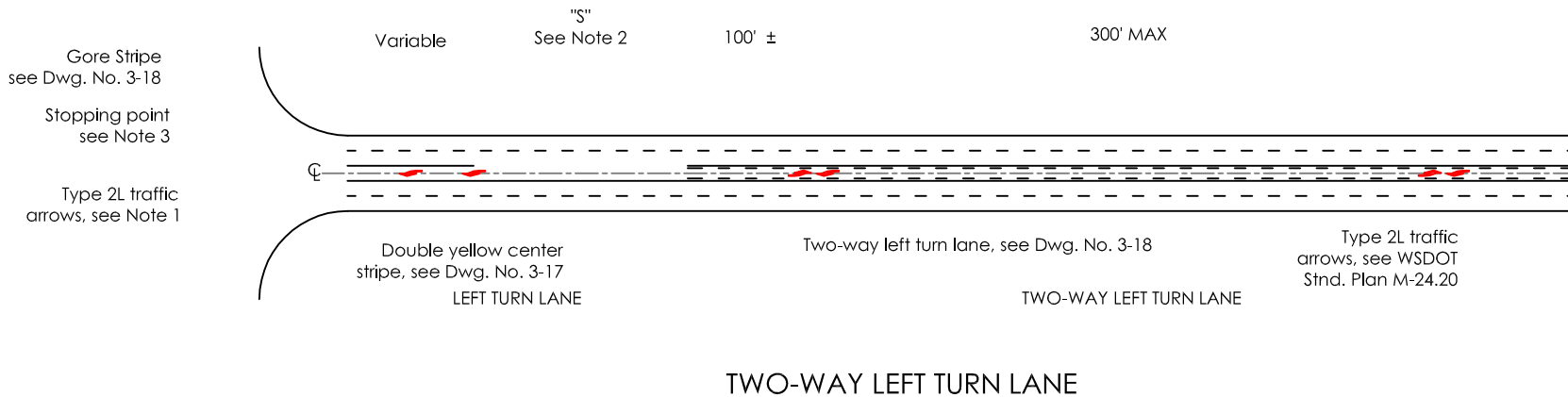
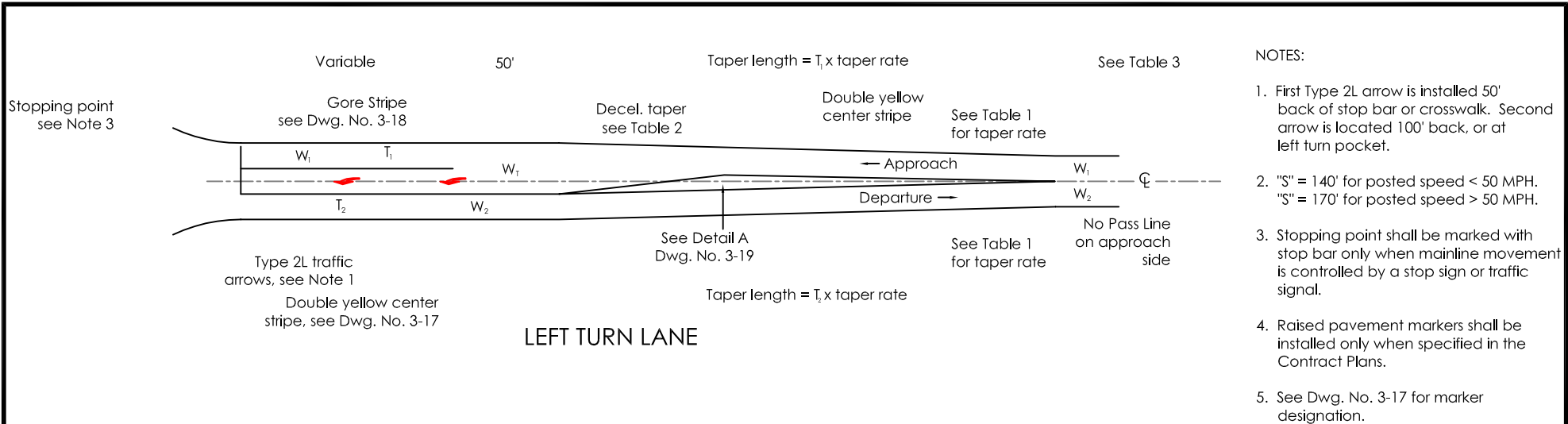
Two way left turn termination at tee intersection or where left turns are not permitted and two way left turn is not continued beyond intersection.

END TWO-WAY LEFT TURN LANE

- W = Approaching through lane
- W = Departing Lane
- T = Width of left turn lane on approach side of
- T = Width of left turn lane on departure side of
- W = Total width of channelization (W + W + T + T)

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Rev. NOV 2014



Posted Speed	Taper Rate
55 mph	55 : 1
50 mph	50 : 1
45 mph	45 : 1
40 mph	40 : 1
35 mph	35 : 1
30 mph	30 : 1
25 mph	25 : 1

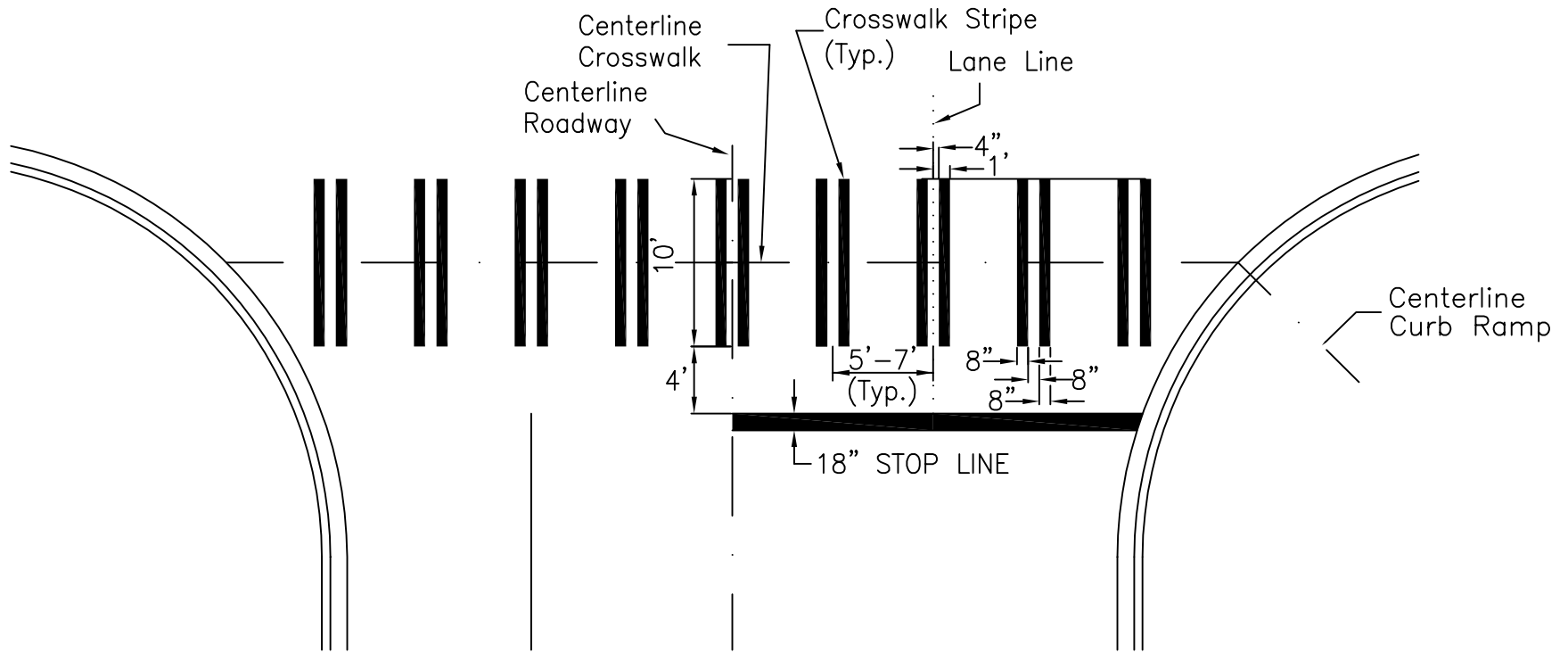
Posted Speed	Decel. Taper Length
55 mph	165'
50 mph	150'
45 mph	135'
40 mph	120'
35 mph	105'
30 mph	90'
25 mph	75'

Posted Speed	No pass length (Minimum)
55 mph	725'
50 mph	660'
45 mph	590'
40 mph	360'
35 mph	260'
30 mph	200'
25 mph	150'

W_1 = Approaching through lane
 W_2 = Departing Lane
 T_1 = Width of left turn lane on approach side of
 T_2 = Width of left turn lane on departure side of
 W_1 = Total width of channelization ($W_1 + W_2 + T_1 + T_2$)

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Rev. NOV 2014



CROSSWALK STRIPE DETAIL

TRAFFIC ARROWS TYPE 1S, 2SL, 2SR, 3SL, 3SR, 4S, AND 5S – SEE WSDOT STANDARD PLAN M-24.40

"SHARKS TOOTH" YIELD LINE SYMBOL – SEE WSDOT STANDARD PLAN M-24.60

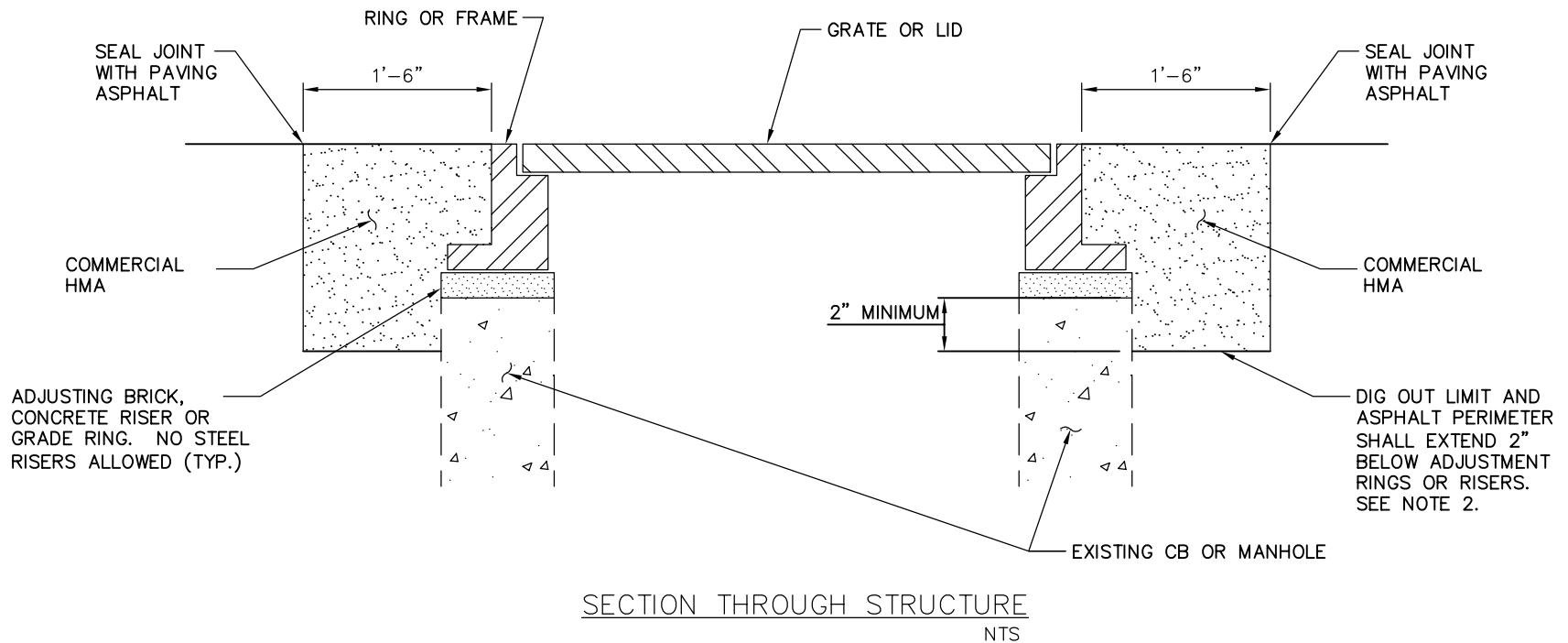
HANDICAPPED PARKING STALL SYMBOL – SEE WSDOT STANDARD PLAN M-24.60

BIKE LANE SYMBOL – SEE WSDOT STANDARD PLAN M-9.50

PREFERENTIAL LANE SYMBOL – SEE WSDOT STANDARD PLAN M-7.50

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Rev. NOV 2014

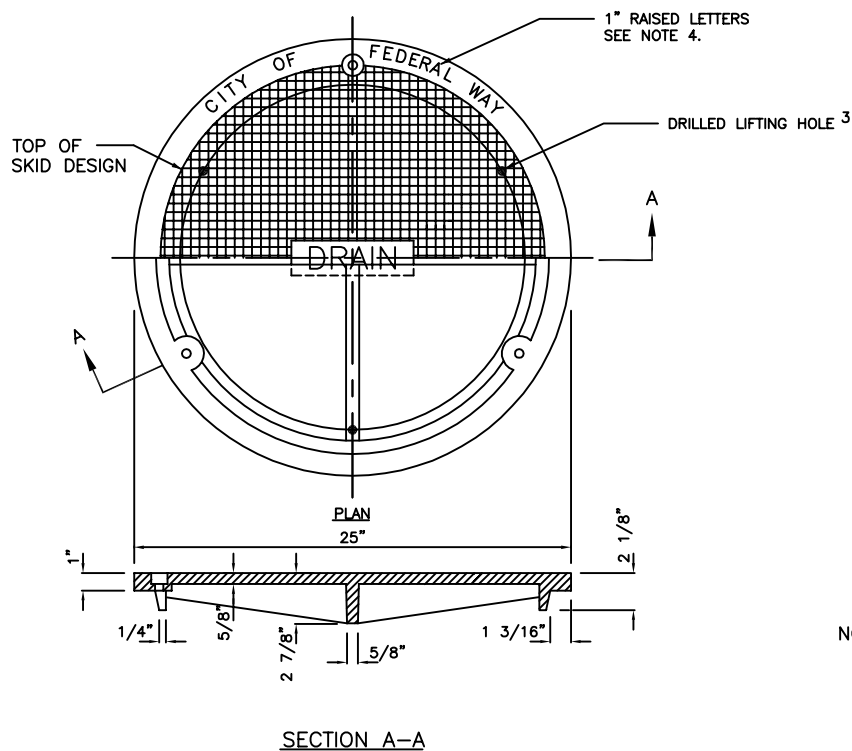


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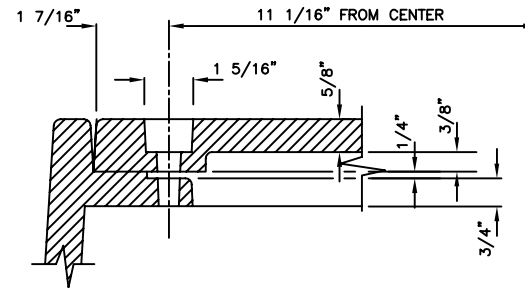
- 1) THE EXISTING STRUCTURE SHALL BE RAISED OR LOWERED TO THE REQUIRED ELEVATION USING CONCRETE BLOCKS, BRICK, AND/OR CONCRETE RINGS. EACH JOINT SHALL BE GROUTED USING A $\frac{3}{4}$ INCH LAYER OF NON-SHRINK MORTAR, PLASTERED SMOOTH INSIDE AND OUT. COVERS SHALL BE SEATED ON A UNIFORM LAYER OF GROUT TO PREVENT ROCKING.
- 2) IF RISERS OR GRADE RINGS ARE LESS THAN 2" THICK, THEN THE DIG-OUT LIMITS (AND HMA DEPTH) SHALL BE EXTENDED TO 2" BELOW THE NEXT RING OR RISER THAT IS GREATER THAN 2" THICK.
- 3) HMA SHALL BE MECHANICALLY COMPACTED IN 3" MAXIMUM LIFTS.
- 4) SEE DETAIL 3-36 FOR ADJUSTMENT OF SURVEY MONUMENT CASTINGS.

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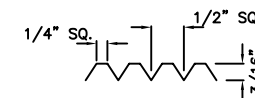
REV: NOV 2011



REV MAR 2011



BOLT-DOWN DETAIL



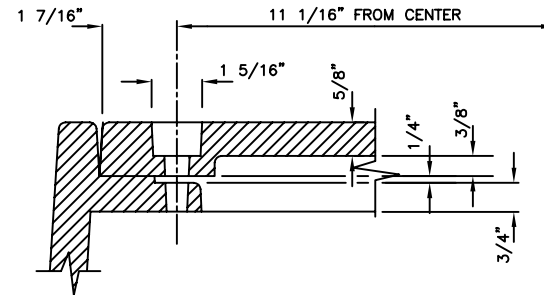
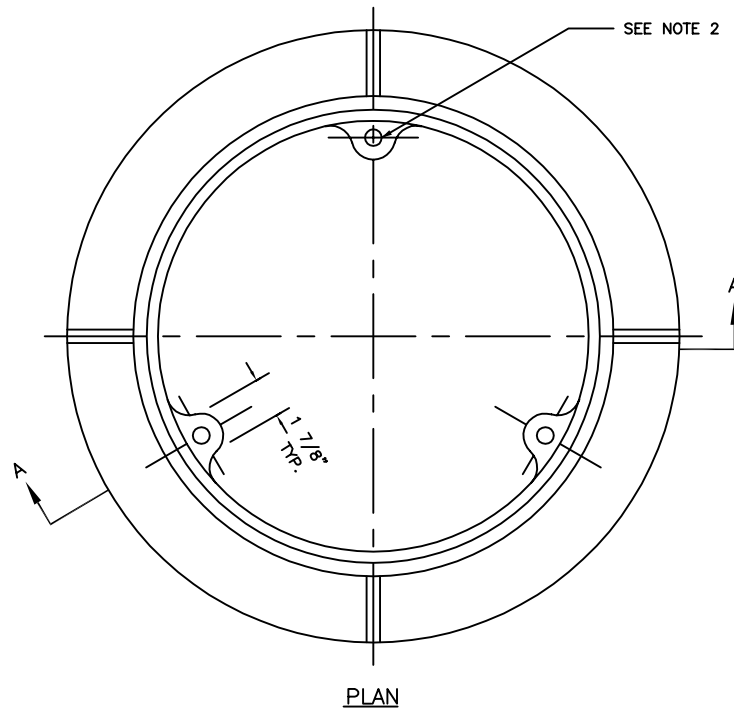
COVER SKID DESIGN DETAIL

NOTES:

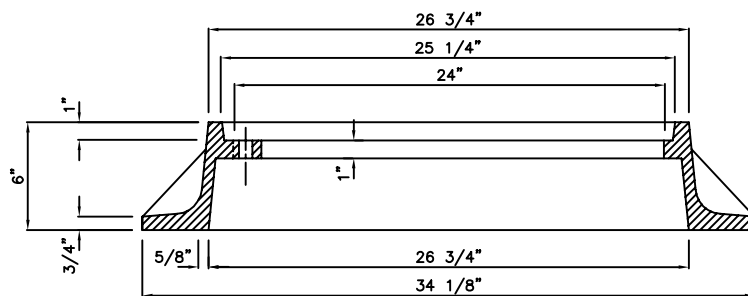
1. USE WITH THREE LOCKING BOLTS 5/8"-11 NC STAINLESS TYPE 304 STEEL SOCKET HEAD (ALLEN HEAD) CAP SCREWS 2" LONG. DRILL HOLES SPACED 120° AT 11 1/16" RADIUS.
2. MATERIAL IS DUCTILE IRON ASTM A536 GRADE 80-55-06
3. DRILL THREE 1 INCH HOLES SPACED AT 120° AND 9 1/2" RADIUS.
4. THE WORDS "CITY OF FEDERAL WAY" SHALL BE OMITTED IF COVER IS ON A PRIVATE SYSTEM.

REV MAR 2011

***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****



BOLT-DOWN DETAIL



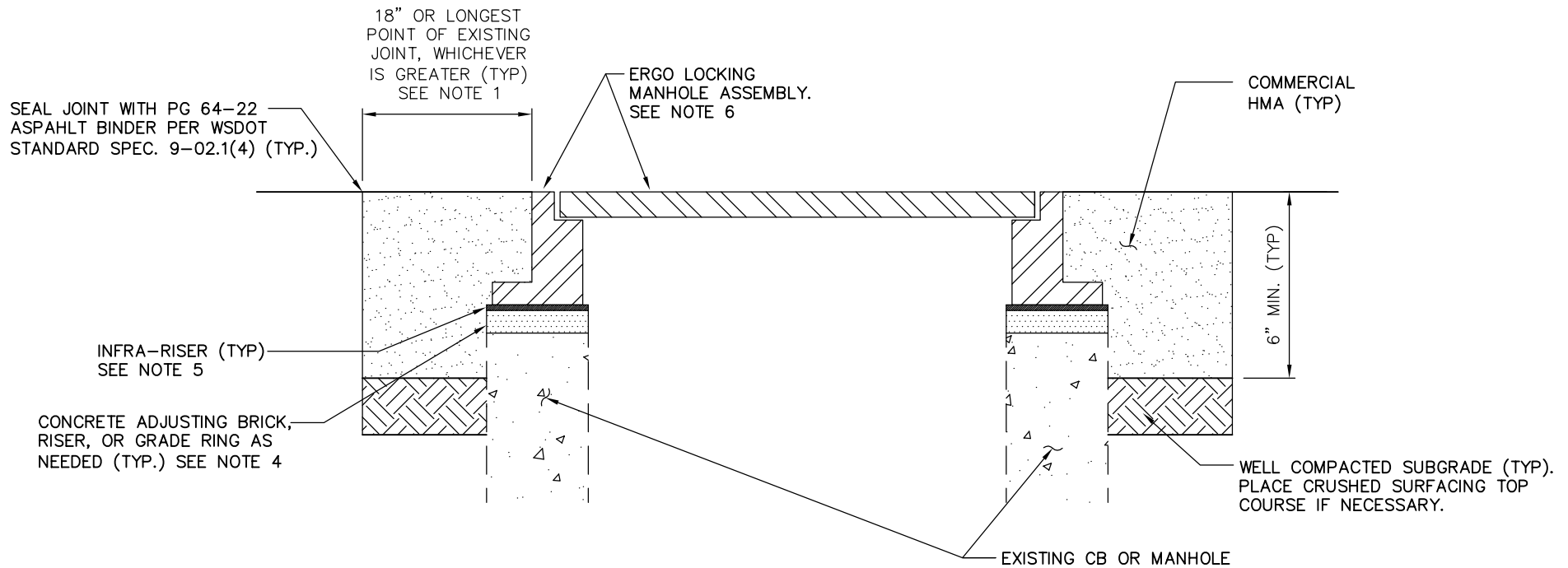
SECTION A-A

NOTES:

1. MATERIAL IS CAST IRON ASTM A48 CLASS 30.
2. DRILL AND TAP THREE 5/8"-11 NC HOLES THROUGH FRAME AT 120° AND 11 1/16" RADIUS.

***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****

JULY 2014



SECTION THROUGH STRUCTURE
NTS

NOTES:

1. PAVEMENT CUT SHALL BE CIRCULAR AND CENTERED ON THE CENTER OF THE MANHOLE OR CATCH BASIN LID. RECTANGULAR OR POLYGON CUTS NOT ALLOWED.
2. CONVERT ALL RECTANGULAR FRAMES AND LIDS TO ROUND, USING CONCRETE CONVERSION RISER PER CITY OF FEDERAL WAY STANDARD PLAN DWG 4-18.
3. RAISE OR LOWER STRUCTURE TO THE REQUIRED ELEVATION AND SLOPE USING ONLY INFRA-RISER AND/OR CONCRETE RINGS AND BRICKS AS NECESSARY. NO OTHER MATERIALS ARE ALLOWED. TO ACHIEVE WATER-TIGHT CONSTRUCTION, GROUT INSIDE AND OUTSIDE OF EACH JOINT USING A LAYER OF NON-SHRINK MORTAR NO MORE THAN 3/4" THICK, AND FINISHED SMOOTH.
4. SEAL JOINT WITH PG 64-22 ASPHALT BINDER PER WSDOT STANDARD SPEC. 9-02.1(4) (TYP.)
5. ON ALL STRUCTURES WITHIN THE ROADWAY TRAVEL LANES, INSTALL INFRA-RISER MULTI-PURPOSE RUBBER COMPOSITE ADJUSTMENT RISER, MANUFACTURED BY EAST JORDAN IRON WORKS. INFRA-RISER SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. REMOVE EXISTING CONCRETE RISER IF NECESSARY TO MAKE ROOM FOR INFRA-RISER. STACKED INFRA-RISER SHALL NOT EXCEED 3" TOTAL HEIGHT. INFRA-RISER SHALL BE INSTALLED ON TOP OF ALL CONCRETE RISERS, DIRECTLY UNDER THE ERGO MANHOLE ASSEMBLY.
6. ON ALL STRUCTURES, INSTALL NEW EAST JORDAN IRON WORKS ERGO 4"x24" CAM LOCKING HINGED MANHOLE ASSEMBLY (PRODUCT NO. 00104028L03), PER MANUFACTURER'S RECOMMENDATIONS. SET TOP OF ASSEMBLY TO BE FLUSH WITH EXISTING ROAD AND/OR GUTTER SURFACE. LOCATE HINGE SO THAT IT'S NEAREST TO ON-COMING TRAFFIC.
7. HMA SHALL BE MECHANICALLY COMPACTED IN 3" (MAX.) LIFTS.

***** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com *****

JUN 2017

APPENDIX C

FHWA - 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX D

**STATE, FEDERAL, KING COUNTY PREVAILING WAGES
AND BENEFIT CODE KEY**

"General Decision Number: WA20230001 01/06/2023

Superseded General Decision Number: WA20220001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

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

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0030-004 06/01/2021

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

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

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

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

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

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

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

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

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

 CARP0059-002 06/01/2019

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

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

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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

DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

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

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

HAZMAT PROJECTS:

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

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

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

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

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

 CARP0770-003 06/01/2021

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

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

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

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

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

Zone Pay:

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

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

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

Zone Pay:

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

ELEC0046-001 08/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 72.29	27.07
ELECTRICIAN.....	\$ 65.72	26.87

ELEC0048-003 01/01/2022

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 53.85	26.54

HOURLY ZONE PAY:

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

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

Zone Pay:

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

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

ELEC0048-029 01/01/2022

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 53.85	26.54

ELEC0073-001 07/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 41.30	20.09

ELEC0076-002 08/31/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 53.47	24.73

ELEC0112-005 06/01/2022

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

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

 ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

 ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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

 ENGI0302-003 06/01/2022

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.20	24.47
Group 1AA.....	\$ 54.98	24.47
Group 1AAA.....	\$ 55.78	24.47
Group 1.....	\$ 53.40	24.47
Group 2.....	\$ 52.72	24.47
Group 3.....	\$ 52.12	24.47
Group 4.....	\$ 48.78	24.47

Zone Differential (Add to Zone 1 rates):

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

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

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

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

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

 ENGI0370-002 06/01/2021

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

ZONE 1:

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

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

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

Lewiston, Idaho

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

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

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

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

NOTE:

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

HAZMAT:

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

 ENGI0612-001 06/01/2020

PIERCE County

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

Zone 1 (0-25 radius miles):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

 ENGI0612-012 06/01/2020

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.
- H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0701-002 01/01/2018

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):
 Zone 2 - \$3.00
 Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

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Group 5

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

Group 6

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

IRON0014-005 07/04/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

IRON0029-002 07/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

IRON0086-002 07/04/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

IRON0086-004 07/04/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 49.90	31.82

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LABO0238-004 06/01/2021

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

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

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 27.34	15.35
GROUP 2.....	\$ 29.44	15.35
GROUP 3.....	\$ 29.71	15.35
GROUP 4.....	\$ 29.98	15.35
GROUP 5.....	\$ 30.26	15.35

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

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

 LABO0238-006 06/01/2021

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

	Rates	Fringes
Hod Carrier.....	\$ 30.00	13.50

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

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LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):
 Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 48.17	16.00

PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2022

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 50.00	19.59
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 50.50	19.59
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 50.50	19.59

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

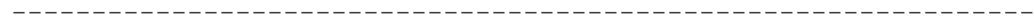
HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.



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TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 10/18/2023

<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>
King	Asbestos Abatement Workers	Journey Level	\$59.07	<u>5D</u>	<u>1H</u>		View
King	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
King	Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Building Service Employees	Janitor	\$29.33	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$29.78	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.93	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.93	<u>5S</u>	<u>2F</u>		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>		View
King	Carpenters	Acoustical Worker	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Floor Layer & Floor Finisher	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Scaffold Erector	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Cement Masons	Application of all Composition Mastic	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Epoxy Material	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Plastic Material	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Sealing Compound	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Underlayment	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Building General	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Composition or Kalman Floors	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Concrete Paving	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter Machine	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curing Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Finish Colored Concrete	\$72.87	<u>15J</u>	<u>4U</u>		View

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King	Cement Masons	Floor Grinding	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Floor Grinding/Polisher	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Green Concrete Saw, self-powered	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Plates	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Guniting Nozzleman	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Hand Powered Grinder	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Journey Level	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Patching Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Pneumatic Power Tools	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Power Chipping & Brushing	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Sand Blasting Architectural Finish	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Screed & Rodding Machine	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Tunnel Workers	\$72.87	<u>15J</u>	<u>4U</u>		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Dive Supervisor/Master	\$93.94	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver	\$129.71	<u>15J</u>	<u>4C</u>	<u>8V</u>	View
King	Divers & Tenders	Diver On Standby	\$88.94	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver Tender	\$80.82	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	<u>15J</u>	<u>4C</u>		View

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King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C		View
King	Divers & Tenders	Manifold Operator	\$80.82	15J	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C		View
King	Dredge Workers	Assistant Engineer	\$79.62	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$79.01	5D	3F		View
King	Dredge Workers	Boatmen	\$79.62	5D	3F		View
King	Dredge Workers	Engineer Welder	\$81.15	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F		View
King	Dredge Workers	Mates	\$79.62	5D	3F		View
King	Dredge Workers	Oiler	\$79.01	5D	3F		View
King	Drywall Applicator	Journey Level	\$74.96	15J	4C		View
King	Drywall Tapers	Journey Level	\$74.50	5P	1E		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$37.19	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$105.59	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$113.52	7C	4E		View
King	Electricians - Inside	Certified Welder	\$101.98	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$109.56	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$49.28	7C	4E		View
King	Electricians - Inside	Journey Level	\$98.38	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$105.59	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
King	Electronic Technicians	Journey Level	\$63.38	7E	1E		View
King	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View

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King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	<u>5B</u>	<u>1R</u>		View
King	Fence Erectors	Fence Erector	\$50.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Fence Erectors	Fence Laborer	\$50.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Flaggers	Journey Level	\$50.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Glaziers	Journey Level	\$79.16	<u>7L</u>	<u>1Y</u>		View
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	<u>15H</u>	<u>11C</u>		View
King	Heating Equipment Mechanics	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>		View
King	Hod Carriers & Mason Tenders	Journey Level	\$62.49	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		<u>1</u>		View
King	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$49.48	<u>15M</u>	<u>11O</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$49.48	<u>15M</u>	<u>11O</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$49.48	<u>15M</u>	<u>11O</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$47.41	<u>15M</u>	<u>11O</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$41.20	<u>15M</u>	<u>11O</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$44.31	<u>15M</u>	<u>11O</u>		View
King	Insulation Applicators	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		View
King	Ironworkers	Journeyman	\$85.80	<u>15K</u>	<u>11N</u>		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Airtrac Drill Operator	\$60.90	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Ballast Regular Machine	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Batch Weighman	\$50.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brick Pavers	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brush Cutter	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brush Hog Feeder	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Burner	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Caisson Worker	\$60.90	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Carpenter Tender	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Cement Dumper-paving	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View

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King	Laborers	Cement Finisher Tender	\$59.07	15J	4V	8Y	View
King	Laborers	Change House Or Dry Shack	\$59.07	15J	4V	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	4V	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	4V	8Y	View
King	Laborers	Choker Setter	\$59.07	15J	4V	8Y	View
King	Laborers	Chuck Tender	\$59.07	15J	4V	8Y	View
King	Laborers	Clary Power Spreader	\$60.15	15J	4V	8Y	View
King	Laborers	Clean-up Laborer	\$59.07	15J	4V	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	4V	8Y	View
King	Laborers	Concrete Form Stripper	\$59.07	15J	4V	8Y	View
King	Laborers	Concrete Placement Crew	\$60.15	15J	4V	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	4V	8Y	View
King	Laborers	Crusher Feeder	\$50.07	15J	4V	8Y	View
King	Laborers	Curing Laborer	\$59.07	15J	4V	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	4V	8Y	View
King	Laborers	Ditch Digger	\$59.07	15J	4V	8Y	View
King	Laborers	Diver	\$60.90	15J	4V	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	4V	8Y	View
King	Laborers	Dry Stack Walls	\$59.07	15J	4V	8Y	View
King	Laborers	Dump Person	\$59.07	15J	4V	8Y	View
King	Laborers	Epoxy Technician	\$59.07	15J	4V	8Y	View
King	Laborers	Erosion Control Worker	\$59.07	15J	4V	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	4V	8Y	View
King	Laborers	Fine Graders	\$59.07	15J	4V	8Y	View
King	Laborers	Firewatch	\$50.07	15J	4V	8Y	View
King	Laborers	Form Setter	\$60.15	15J	4V	8Y	View
King	Laborers	Gabian Basket Builders	\$59.07	15J	4V	8Y	View
King	Laborers	General Laborer	\$59.07	15J	4V	8Y	View
King	Laborers	Grade Checker & Transit Person	\$62.49	15J	4V	8Y	View
King	Laborers	Grinders	\$59.07	15J	4V	8Y	View
King	Laborers	Grout Machine Tender	\$59.07	15J	4V	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	4V	8Y	View
King	Laborers	Guardrail Erector	\$59.07	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	4V	8Y	View
King	Laborers	High Scaler	\$60.90	15J	4V	8Y	View
King	Laborers	Jackhammer	\$60.15	15J	4V	8Y	View
King	Laborers	Laserbeam Operator	\$60.15	15J	4V	8Y	View

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King	Laborers	Maintenance Person	\$59.07	15J	4V	8Y	View
King	Laborers	Manhole Builder-Mudman	\$60.15	15J	4V	8Y	View
King	Laborers	Material Yard Person	\$59.07	15J	4V	8Y	View
King	Laborers	Mold Abatement Worker	\$59.07	15J	4V	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	4V	8Y	View
King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	4V	8Y	View
King	Laborers	Pavement Breaker	\$60.15	15J	4V	8Y	View
King	Laborers	Pilot Car	\$50.07	15J	4V	8Y	View
King	Laborers	Pipe Layer (Lead)	\$62.49	15J	4V	8Y	View
King	Laborers	Pipe Layer/Tailor	\$60.15	15J	4V	8Y	View
King	Laborers	Pipe Pot Tender	\$60.15	15J	4V	8Y	View
King	Laborers	Pipe Reliner	\$60.15	15J	4V	8Y	View
King	Laborers	Pipe Wrapper	\$60.15	15J	4V	8Y	View
King	Laborers	Pot Tender	\$59.07	15J	4V	8Y	View
King	Laborers	Powderman	\$60.90	15J	4V	8Y	View
King	Laborers	Powderman's Helper	\$59.07	15J	4V	8Y	View
King	Laborers	Power Jacks	\$60.15	15J	4V	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$60.15	15J	4V	8Y	View
King	Laborers	Raker - Asphalt	\$62.49	15J	4V	8Y	View
King	Laborers	Re-timberman	\$60.90	15J	4V	8Y	View
King	Laborers	Remote Equipment Operator	\$60.15	15J	4V	8Y	View
King	Laborers	Rigger/Signal Person	\$60.15	15J	4V	8Y	View
King	Laborers	Rip Rap Person	\$59.07	15J	4V	8Y	View
King	Laborers	Rivet Buster	\$60.15	15J	4V	8Y	View
King	Laborers	Rodder	\$60.15	15J	4V	8Y	View
King	Laborers	Scaffold Erector	\$59.07	15J	4V	8Y	View
King	Laborers	Scale Person	\$59.07	15J	4V	8Y	View
King	Laborers	Sloper (Over 20")	\$60.15	15J	4V	8Y	View
King	Laborers	Sloper Sprayer	\$59.07	15J	4V	8Y	View
King	Laborers	Spreader (Concrete)	\$60.15	15J	4V	8Y	View
King	Laborers	Stake Hopper	\$59.07	15J	4V	8Y	View
King	Laborers	Stock Piler	\$59.07	15J	4V	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	4V	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	4V	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	4V	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	4V	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	4V	8Y	View
King	Laborers	Topper	\$59.07	15J	4V	8Y	View
King	Laborers	Track Laborer	\$59.07	15J	4V	8Y	View

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King	Laborers	Track Liner (Power)	\$60.15	15J	4V	8Y	View
King	Laborers	Traffic Control Laborer	\$53.54	15J	4V	9C	View
King	Laborers	Traffic Control Supervisor	\$56.73	15J	4V	9C	View
King	Laborers	Truck Spotter	\$59.07	15J	4V	8Y	View
King	Laborers	Tugger Operator	\$60.15	15J	4V	8Y	View
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	4V	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	4V	8Y	View
King	Laborers	Tunnel Work-Miner	\$62.59	15J	4V	8Y	View
King	Laborers	Vibrator	\$60.15	15J	4V	8Y	View
King	Laborers	Vinyl Seamer	\$59.07	15J	4V	8Y	View
King	Laborers	Watchman	\$45.51	15J	4V	8Y	View
King	Laborers	Welder	\$60.15	15J	4V	8Y	View
King	Laborers	Well Point Laborer	\$60.15	15J	4V	8Y	View
King	Laborers	Window Washer/Cleaner	\$45.51	15J	4V	8Y	View
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	15J	4V	8Y	View
King	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	15J	4V	8Y	View
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	4V	8Y	View
King	Landscape Construction	Landscape Operator	\$82.25	15J	11G	8X	View
King	Landscape Maintenance	Groundskeeper	\$17.87		1		View
King	Lathers	Journey Level	\$74.96	15J	4C		View
King	Marble Setters	Journey Level	\$69.07	7E	1N		View
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E		View
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E		View
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E		View
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E		View
King	Millwright	Journey Level	\$76.51	15J	4C		View
King	Modular Buildings	Cabinet Assembly	\$15.74		1		View
King	Modular Buildings	Electrician	\$15.74		1		View

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King	Modular Buildings	Equipment Maintenance	\$15.74		<u>1</u>		View
King	Modular Buildings	Plumber	\$15.74		<u>1</u>		View
King	Modular Buildings	Production Worker	\$15.74		<u>1</u>		View
King	Modular Buildings	Tool Maintenance	\$15.74		<u>1</u>		View
King	Modular Buildings	Utility Person	\$15.74		<u>1</u>		View
King	Modular Buildings	Welder	\$15.74		<u>1</u>		View
King	Painters	Journey Level	\$51.71	<u>6Z</u>	<u>11J</u>		View
King	Pile Driver	Crew Tender	\$80.82	<u>15J</u>	<u>4C</u>		View
King	Pile Driver	Journey Level	\$75.41	<u>15J</u>	<u>4C</u>		View
King	Plasterers	Journey Level	\$70.91	<u>7Q</u>	<u>1R</u>		View
King	Plasterers	Nozzleman	\$74.91	<u>7Q</u>	<u>1R</u>		View
King	Playground & Park Equipment Installers	Journey Level	\$15.74		<u>1</u>		View
King	Plumbers & Pipefitters	Journey Level	\$100.69	<u>6Z</u>	<u>1G</u>		View
King	Power Equipment Operators	Asphalt Plant Operators	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Assistant Engineer	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Boat Operator	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Bobcat	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Brooms	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Bump Cutter	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Cableways	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Chipper	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Compressor	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Conveyors	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View

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King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Crusher	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Drilling Machine	\$84.46	15J	11G	8X	View
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Guardrail Punch	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators	Leverman	\$85.33	15J	11G	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	15J	11G	8X	View

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King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Locomotives, All	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Material Transfer Device	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	15J	11G	8X	View
King	Power Equipment Operators	Motor Patrol Graders	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
King	Power Equipment Operators	Pavement Breaker	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Power Plant	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Pumps - Water	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$78.95	7A	11H	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
King	Power Equipment Operators	Rollagon	\$83.62	15J	11G	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$78.65	15J	11G	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Saws - Concrete	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	15J	11G	8X	View

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King	Power Equipment Operators	Service Engineers: Equipment	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Slipform Pavers	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Subgrader Trimmer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Tower Bucket Elevators	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Trenching Machines	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Welder	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators-	Brokk - Remote Demolition	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

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	Underground Sewer & Water	Equipment					
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.48	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$82.88	15J	11G	8X	View

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King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$84.46	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$85.33	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$78.95	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$82.88	15J	11G	8X	View

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King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$82.25	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$83.62	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$78.65	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$82.88	15J	11G	8X	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View

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King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	<u>5A</u>	<u>4A</u>	View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	<u>5A</u>	<u>4A</u>	View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	<u>5A</u>	<u>4A</u>	View
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>	View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$93.51	<u>6Z</u>	<u>1G</u>	View
King	Residential Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>	View
King	Residential Carpenters	Journey Level	\$36.44		<u>1</u>	View
King	Residential Cement Masons	Journey Level	\$46.64		<u>1</u>	View
King	Residential Drywall Applicators	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>	View
King	Residential Drywall Tapers	Journey Level	\$36.36		<u>1</u>	View
King	Residential Electricians	Journey Level	\$48.80		<u>1</u>	View
King	Residential Glaziers	Journey Level	\$28.93		<u>1</u>	View
King	Residential Insulation Applicators	Journey Level	\$28.18		<u>1</u>	View
King	Residential Laborers	Journey Level	\$29.73		<u>1</u>	View
King	Residential Marble Setters	Journey Level	\$27.38		<u>1</u>	View
King	Residential Painters	Journey Level	\$23.47		<u>1</u>	View
King	Residential Plumbers & Pipefitters	Journey Level	\$100.69	<u>6Z</u>	<u>1G</u>	View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$93.51	<u>6Z</u>	<u>1G</u>	View
King	Residential Sheet Metal Workers	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>	View
King	Residential Soft Floor Layers	Journey Level	\$57.11	<u>5A</u>	<u>3J</u>	View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$58.26	<u>5C</u>	<u>2R</u>	View
King	Residential Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		<u>1</u>	View
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>	View
King	Roofers	Journey Level	\$61.95	<u>5A</u>	<u>3H</u>	View
King	Roofers	Using Irritable Bituminous Materials	\$64.95	<u>5A</u>	<u>3H</u>	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$96.42	<u>7F</u>	<u>1E</u>	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	<u>7X</u>	<u>4J</u>	View

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King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83	<u>7V</u>	1		View
King	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83	<u>7V</u>	1		View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Sign Makers & Installers (Electrical)	Journey Level	\$58.04	<u>0</u>	1		View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$37.08	<u>0</u>	1		View
King	Soft Floor Layers	Journey Level	\$66.32	<u>15J</u>	<u>4C</u>		View
King	Solar Controls For Windows	Journey Level	\$15.74		1		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$93.99	<u>5C</u>	<u>1X</u>		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		1		View
King	Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1		View
King	Surveyors	Assistant Construction Site Surveyor	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Chainman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Construction Site Surveyor	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Ground Penetrating Radar Operator	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Telecommunication Technicians	Journey Level	\$63.38	<u>7E</u>	<u>1E</u>		View

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King	Telephone Line Construction - Outside	Cable Splicer	\$40.11	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.67	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.49	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Lineperson	\$37.90	<u>5A</u>	<u>2B</u>		View
King	Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
King	Tile Setters	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$53.19	<u>7E</u>	<u>1N</u>		View
King	Traffic Control Stripers	Journey Level	\$89.54	<u>15L</u>	<u>1K</u>		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck & Trailer	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Other Trucks	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers - Ready Mix	Transit Mix	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		View

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Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

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.

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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.

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Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

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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.

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Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

*** Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com ***

Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

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Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

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Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

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Holiday Codes Continued

- 15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

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.

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Note Codes Continued

8. S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

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Note Codes Continued

8. Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.
- Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:
- (A) – 130’ to 199’ – \$0.50 per hour over their classification rate.
(B) – 200’ to 299’ – \$0.80 per hour over their classification rate.
(C) – 300’ and over – \$1.00 per hour over their classification rate.
- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- 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.

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Note Codes Continued

- 9. E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

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