



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, January 9, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

2. NOMINATION OF DEPUTY MAYOR

A. AB24-001 - Nominations for Deputy Mayor

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of December 26, 2023

B. Study Session Meeting Minutes of January 2, 2024

C. AB24-001 – a motion approving December 2023 and January 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; and AWC Employee Benefit Trust in the amount of \$205,293.08 and Vendor Check Numbers 25991 through 26005, with EFT and Direct Pay Payments in the amount of \$490,804.30. Total distributions submitted for review and authorization in the amount of \$696,097.38.

D. AB24-0699 - Resolution 24-0699 - Chrisella Road Safety Improvements Contract

E. AB24-0700 - Resolution 24-0700 Hearing Examiner Contract

6. COUNCIL BUSINESS

A. AB24-0698 - Resolution 24-0698 Commission and Board Liaisons

7. COUNCIL COMMENTS

8. ADJOURN



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-001 - Nominations for Deputy Mayor	Agenda Item #: 2.A
	For Agenda of: 1/9/2024
	Prepared by: Rachel Pitzel
Attachments (list):	
Approval of Materials: Rachel Pitzel Rachel Pitzel, City Clerk/HR Director 1/2/2024	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement: Mayor Olson is asking for nominations to designate the Deputy Mayor. Per Council Rules of Procedure, biennially at the first meeting of the council, the council may designate a Councilmember as Deputy Mayor.

Below is Section 3 and Section 4 of Council Rules of Procedures for Mayor and Deputy Mayor roles and responsibilities, and the appointment process.

SECTION 3. MAYOR AND DEPUTY MAYOR

3.1 Presiding Officer Duties. The Mayor shall preside at all meetings of the Council, and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

The responsibilities of the Mayor, Deputy Mayor or Presiding Officer shall be as follows:

1. He or she shall preserve order and decorum in the Council chambers;
2. He or she shall observe and enforce all procedural rules adopted by the Council;
3. He or she shall decide all questions on order in accordance with these rules, subject to appeal by any Councilmember;
4. He or she recognize Councilmembers in the order in which they request the floor (Councilmembers shall wait to be recognized before speaking);
5. He or she shall state the applicable public hearing procedures before each public hearing;
6. He or she shall announce executive sessions held during regular or special Council meetings;
7. He or she shall indicate the names of the Councilmembers making the motion and second;
8. He or she shall summarize consensus at the conclusion of discussions when the Council concurs or agrees to an item that does not require a formal motion;
9. He or she (or his/her designee) shall read the title of the ordinance prior to voting;
10. He or she shall appoint Councilmembers to serve on ad hoc committees as deemed necessary;
11. He or she will determine ongoing dedicated schedules for regular study sessions, special Council meetings, executive sessions;

12. He or she will approve the Council agenda; and
13. Mayor may send issues directly to a Council study session for review in lieu of or prior to being referred to a regular Council meeting;

3.2 Mayoral Tie-Breaking Authority and Veto Power. Pursuant to Chapter 35A.12 RCW, the Mayor shall have the following authority with respect to voting and the veto of ordinances:

- (1) The Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.
- (2) The Mayor shall have the power to veto ordinances passed by the Council and submitted to him or her as provided in Chapter 35A.12 RCW. Every ordinance which passes the Council in order to become valid must be presented to the Mayor; if the Mayor approves it, he or she shall sign it, but if not, the Mayor shall return it with his or her written objections to the Council and the Council shall cause his or her objections to be entered at large into the meeting minutes and proceed to a reconsideration thereof. If upon reconsideration a majority plus one of the whole Council, voting upon a call of ayes and nays, favor its passage, the ordinance shall become valid notwithstanding the Mayor's veto. If the Mayor fails for ten days to either approve or veto an ordinance, it shall become valid without his or her approval.

3.3 Mayor's Statutory Authority and Ceremonial Duties of Mayor.

- (1) The Mayor's duties and authority are as set forth in RCW 35A.12.100 and .090, as well as other statutes relating to Mayors in cities organized under the Optional Municipal Code (Title 35A RCW).
- (2) The Mayor shall make an annual State of the City report during a regularly scheduled Council meeting.
- (3) The Mayor shall represent the City at functions and meetings with other jurisdictions/organizations

SECTION 4. PRO TEMPORE AND DEPUTY MAYOR APPOINTMENTS

4.1 Biennially at the first meeting of the Council, or periodically thereafter, the Council may designate a Councilmember as Mayor Pro Tempore or Deputy Mayor for such period as may be specified by the Council. The Deputy Mayor shall serve in the absence or temporary disability of the Mayor.

4.2 Alternatively, the Council may, as the need may arise, appoint any qualified person to serve as Mayor Pro Tempore in the absence or disability of the Mayor.

4.3 Appointment of a Councilmember to preside over a meeting shall not in any way abridge his or her right to vote on matters coming before the Council at such meeting.

4.4 In the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

Item History:

Recommended Action:

Fiscal Note/Consideration:



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, December 26, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Deputy Mayor Tomin, Councilmember Creley, Councilmember Day, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Lowry **Staff**

Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Chief Jason Youngman, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and invited each director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. Regular Council Meeting Minutes of December 12, 2023
- B. Study Session Meeting Minutes of December 19, 2023
- C. **AB23-048** – a motion approving December 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$154,734.24 and Vendor Check Numbers 25978 through 25990, with EFT and Direct Pay Payments in the amount of \$241,784.75. Total distributions submitted for review and authorization in the amount of \$396,518.99.
- D. **AB23-0694** - Resolution 23-0694 Verra Mobility Photo Enforcement Services Agreement
- E. **AB23-0695** - Resolution 23-0695 Edgewood Middle Housing - Grant Approval
- F. **AB23-0696** - Resolution 23-0696 DD21 Vegetation Maintenance Contract Amendment
- G. **AB23-0697** - Resolution 23-0697 FEMA - Cybersecurity Grant and New Backup system
Motion: As read **Action:** Approved **Moved by:** Councilmember Creley **Seconded by:** Councilmember Keith **Motion Passed 7-0**

5 COUNCIL BUSINESS

- A.
 - OATH OF OFFICE - Swearing in of the newly elected Mayor and Council (Terms begin 01/01/2024)
 - Recognition of Councilmembers Creley, Lowry, and Day (Terms end 12/31/2023)
 - Mayor Eidinger Recognition and Farewell (Term ends 12/31/2023)

Councilmembers Elect Jason Ramirez, Jennifer Pazaruski, and Jeff Southard were sworn in, followed by Mayor Elect Dave Olson. Mayor Eidinger then recognized the accomplishments of outgoing Councilmembers Mark Creley, Ryan Day, and Nate Lowry by honoring them with

plaques commemorating their service. Assistant City Administrator Dave Gray said a few words honoring outgoing Mayor Daryl Eiding, who then spoke about his experience serving the City of Edgewood as Mayor.

6 COUNCIL COMMENTS

Councilmember West spoke.

Councilmember Lowry spoke.

7 ADJOURN

Mayor Eiding adjourned the meeting at 7:15pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eiding
Mayor



CITY OF EDGEWOOD STUDY SESSION AGENDA MEETING SUMMARY

Tuesday, January 2, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith (joined late 7:02pm), Councilmember West, Councilmember Buckley, Councilmember Southard **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman, City Attorney Ann Marie Soto

2 COUNCIL BUSINESS

- A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
Deputy Mayor Tomin explained the subcommittee was compiling a list that would consist of organizations that allow community members to get involved and volunteer. The subcommittee would then like to host an open house where those organizations could come and meet with community members interested in volunteering.
- B.** Commission and Board Liaisons
Mayor Olson reviewed the list with the Councilmembers in preparation for the following weeks' Regular Council Meeting where they would vote on who would be representing Edgewood.
- C.** Deputy Mayor Nominations
Mayor Olson discussed the rules of nominating a Deputy Mayor, and explained that nominations and a vote would be taken at the following weeks' Regular Council Meeting.
- D.** Chrisella Road Safety Improvements - Construction Contract
Public Works Director Metzler briefed the Council on the bid process and asked that this be placed on an upcoming consent agenda.
- E.** Hearing Examiner Contract
Community & Economic Development Director Balisky reviewed the history of the decision behind this agenda item, asking that it be placed on the upcoming consent agenda.

3 OTHER COUNCIL ITEMS

Mayor Olson, and each Councilmember brought up topics important to them, and discussion then followed.

4 ADJOURN

Mayor Olson adjourned the meeting at 7:56pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Dave Olson
Mayor



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB24-001 – a motion approving December 2023 and January 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; and AWC Employee Benefit Trust in the amount of \$205,293.08 and Vendor Check Numbers 25991 through 26005, with EFT and Direct Pay Payments in the amount of \$490,804.30. Total distributions submitted for review and authorization in the amount of \$696,097.38.	Agenda Item #: 5.C
	For Agenda of: 1/9/2024
	Prepared by: Stephanie Goff
Attachments (list): 1. 010924 Voucher Directory 2. Per 13-1 Voucher Directory 3. 010924 Claims Register	
Approval of Materials: Stephanie Goff Rachel Pitzel, City Clerk/HR Director 1/4/2024 Dave Gray 1/4/2024 Dave Olson 1/4/2024	Expenditure Required: \$696,097.38
	Amount Budgeted: \$696,097.38
	Timeline: N/A

Summary Statement:

Approving December 2023 and January 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; and AWC Employee Benefit Trust in the amount of \$205,293.08 and Vendor Check Numbers 25991 through 26005, with EFT and Direct Pay Payments in the amount of \$490,804.30. Total distributions submitted for review and authorization in the amount of \$696,097.38.

Item History:

N/A

Recommended Action:

MOTION to adopt AB24-001 – a motion approving December 2023 and Ja as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2024 - January
Council Date: : 2024 - January - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	25997			2024 - January - 1st Council Meeting	
		590-A&R			
			January Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for January	
		Total 590-A&R			\$1,135.00
	Total 25997				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
Association of WA Cities	25998			2024 - January - 1st Council Meeting	
		122034			
			2024 Membership		
			001-018-000-518-90-49-53	AWC Dues	\$420.00
				2024 AWC Drug & Alcohol Consortium Membership	
		Total 122034			\$420.00
	Total 25998				\$420.00
Total Association of WA Cities					\$420.00
Century Link					
	EFT Payment 1/4/2024 1:40:28 PM - 1			2024 - January - 1st Council Meeting	
	253-927-2018 680 12/25-1/25/24				
		12/25-1/25/24 Services			
		001-018-000-518-85-42-01		Cell Phones/Internet/Telecommunications	\$172.57
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680 12/25-1/25/24			\$172.57
	Total EFT Payment 1/4/2024 1:40:28 PM - 1				\$172.57
Total Century Link					\$172.57
Comcast					
	EFT Payment 1/4/2024 1:40:28 PM - 2			2024 - January - 1st Council Meeting	
	8498 34 018 0012868 12/30-1/29/24				
		12/30-1/29/24 Services			
		001-018-000-518-85-42-01		Cell Phones/Internet/Telecommunications	\$117.83
				Home Internet- M.Ray (IT Director)	
		Total 8498 34 018 0012868 12/30-1/29/24			\$117.83

Vendor	Number	Reference	Account Number	Description	Amount
		8498 35 021 0602869 12/29-1/28/24			
			12/29-1/28/24 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$97.22
				City Hall Public Internet	
		Total 8498 35 021 0602869 12/29-1/28/24			\$97.22
		Total EFT Payment 1/4/2024 1:40:28 PM - 2			\$215.05
Total Comcast					\$215.05
Department of Labor & Industries					
		EFT Payment 1/4/2024 1:40:28 PM - 3	2024 - January - 1st Council Meeting		
		334695			
			2024 Annual Elevator Opr Certificate		
			001-018-000-518-30-45-07	Operating Permits	\$161.65
				2024 Annual Elevator Opr Certificate	
		Total 334695			\$161.65
		Total EFT Payment 1/4/2024 1:40:28 PM - 3			\$161.65
Total Department of Labor & Industries					\$161.65
Drain-Pro					
	25999		2024 - January - 1st Council Meeting		
		122293			
			12/24-1/20/24 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Edgemont Park	
		Total 122293			\$144.50
		122294			
			12/24-1/20/24 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 122294			\$259.00
		122295			
			12/24-1/20/24 Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Nelson Farm Park	
		Total 122295			\$144.50
		122296			
			12/24-1/20/24 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
				Trailhead Park	
		Total 122296			\$224.50
		122297			
			12/24-1/20/24 Svcs PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50

Vendor	Number	Reference	Account Number	Description	Amount
			PW Yard		
		Total 122297			\$144.50
	Total 25999				\$917.00
Total Drain-Pro					\$917.00
Fife Milton Edgewood Chamber of Commerce					
	26000			2024 - January - 1st Council Meeting	
		3749			
			Annual Dues Renewal		
			001-018-000-518-90-49-57	Chamber Dues	\$500.00
				Annual Dues Renewal	
		Total 3749			\$500.00
	Total 26000				\$500.00
Total Fife Milton Edgewood Chamber of Commerce					\$500.00
ForeverGreen Trails					
	26001			2024 - January - 1st Council Meeting	
		2023-JM11			
			2024 Annual Membership		
			001-076-000-576-80-49-01	Memberships & Subscriptions	\$1,200.00
				2024 Annual Membership	
		Total 2023-JM11			\$1,200.00
	Total 26001				\$1,200.00
Total ForeverGreen Trails					\$1,200.00
McKinstry Co, LLC					
	Direct Pay Payment 1/4/2024 1:43:49 PM - 1			2024 - January - 1st Council Meeting	
		10234820			
			January Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,686.46
				January Maintenance	
		Total 10234820			\$1,686.46
	Total Direct Pay Payment 1/4/2024 1:43:49 PM - 1				\$1,686.46
Total McKinstry Co, LLC					\$1,686.46

Vendor	Number	Reference	Account Number	Description	Amount
Mountain View Community Center	26002			2024 - January - 1st Council Meeting	
		010324-MVCC			
				2024 Contribution Emergency Cooling and Heating Agreement	
			001-018-000-518-63-40-00	Grants & Distributions to Local Govt's	\$50,000.00
				Emergency Cooling and Heating Agreement (Resolution No. 23-0682)	
		Total 010324-MVCC			\$50,000.00
	Total 26002				\$50,000.00
Total Mountain View Community Center					\$50,000.00
Nasim Landscape					
	EFT Payment 1/4/2024 1:40:28 PM - 4			2024 - January - 1st Council Meeting	
	10028				
				January Maintenance	
			001-076-000-576-80-41-10	Parks Maintenance	\$3,627.80
				Edgewood Community Park Maintenance	
		Total 10028			\$3,627.80
	Total EFT Payment 1/4/2024 1:40:28 PM - 4				\$3,627.80
Total Nasim Landscape					\$3,627.80
Public Finance Inc.					
	Direct Pay Payment 1/4/2024 1:43:49 PM - 2			2024 - January - 1st Council Meeting	
	0002491				
				1st Qtr 2024 LID Services	
			202-000-000-535-10-41-01	Professional Services	\$1,910.87
				1st Qtr 2024 LID Services	
		Total 0002491			\$1,910.87
	Total Direct Pay Payment 1/4/2024 1:43:49 PM - 2				\$1,910.87
Total Public Finance Inc.					\$1,910.87
Robblee's Total Security, Inc.					
	26003			2024 - January - 1st Council Meeting	
		42652			
				2024 Alarm Monitoring	
			001-018-000-518-30-46-01	Alarm Monitoring	\$527.82
				2024 Alarm Monitoring	
		Total 42652			\$527.82
	Total 26003				\$527.82
Total Robblee's Total Security, Inc.					\$527.82
Travelers					
	EFT Payment 1/4/2024 1:40:28 PM - 5			2024 - January - 1st Council Meeting	
	120723-TRA				
				Account No. 5101CA252	
			001-019-020-518-90-49-01	Memberships & Subscriptions	\$40.00

Vendor	Number	Reference	Account Number	Description	Amount
				Notary Bond-J.Bartelson	
		Total 120723-TRA			\$40.00
		Total EFT Payment 1/4/2024 1:40:28 PM - 5			\$40.00
Total Travelers					\$40.00
Vision Municipal Solutions, LLC					
		Direct Pay Payment 1/4/2024 1:43:49 PM - 3	2024 - January - 1st Council Meeting		
		09-13651			
			2024 Software Support		
			001-018-000-518-85-49-03	Computer Subscriptions	\$5,820.00
				Software Maintenance	
		Total 09-13651			\$5,820.00
		Total Direct Pay Payment 1/4/2024 1:43:49 PM - 3			\$5,820.00
Total Vision Municipal Solutions, LLC					\$5,820.00
Wa. Cities Insurance Authority					
	26004		2024 - January - 1st Council Meeting		
		200206			
			2024 Insurance Premium		
			001-018-000-518-90-46-50	WCIA Insurance Premium	\$336,411.00
				WCIA Insurance Premium	
		Total 200206			\$336,411.00
	Total 26004				\$336,411.00
Total Wa. Cities Insurance Authority					\$336,411.00
WAPRO					
	26005		2024 - January - 1st Council Meeting		
		8037			
			2024 Membership-J.Herrera		
			001-019-030-514-20-49-01	Memberships & Subscriptions	\$25.00
				2024 Membership-J.Herrera	
		Total 8037			\$25.00
	Total 26005				\$25.00
Total WAPRO					\$25.00
Grand Total		Vendor Count	17		\$404,770.22



Voucher Directory

Fiscal: : 2023 - December
Council Date: : 2023 - December - Period 13-1

Vendor	Number	Reference	Account Number	Description	Amount
Advanced Government Services, LLC					
	25991		2023 - December - Period 13-1		
		2308472			
			12/10-12/16/23 Services		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$1,680.00
				Traffic Control-Safety Striping 86th & 32nd	
		Total 2308472			\$1,680.00
	Total 25991				\$1,680.00
Total Advanced Government Services, LLC					\$1,680.00
Amazon Web Services					
	EFT Payment 1/4/2024 1:31:19 PM - 1		2023 - December - Period 13-1		
	1555387101				
			December Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$411.22
				Cloud Backup	
		Total 1555387101			\$411.22
	Total EFT Payment 1/4/2024 1:31:19 PM - 1				\$411.22
Total Amazon Web Services					\$411.22
American Traffic Solutions					
	Direct Pay Payment 1/4/2024 1:32:19 PM - 1		2023 - December - Period 13-1		
	INV0067913				
			December Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$33,250.00
				7 Traffic Cameras	
		Total INV0067913			\$33,250.00
	Total Direct Pay Payment 1/4/2024 1:32:19 PM - 1				\$33,250.00
Total American Traffic Solutions					\$33,250.00
ARG Industrial					
	Direct Pay Payment 1/4/2024 1:32:19 PM - 2		2023 - December - Period 13-1		
	T061541				
			December Purchase		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$96.33

Vendor	Number	Reference	Account Number	Description	Amount
				Parts-Snow Plow/Salt Spreader (Vehicle #8)	
		Total T061541			\$96.33
		Total Direct Pay Payment 1/4/2024 1:32:19 PM - 2			\$96.33
Total ARG Industrial					\$96.33
Associated Earth Sciences, Inc.					
	25992			2023 - December - Period 13-1	
		063045			
			Prj. 23-0305 48th St E Pavement Replacement		
			340-000-000-595-80-63-01	Transportation Cap Projects	\$1,428.50
				Prj. 23-0305 48th St E Pavement Replacement-CIP #T-14	
		Total 063045			\$1,428.50
	Total 25992				\$1,428.50
Total Associated Earth Sciences, Inc.					\$1,428.50
CDW Government					
	Direct Pay Payment 1/4/2024 1:32:19 PM - 3			2023 - December - Period 13-1	
		NM38530			
			PO 2023063		
			001-018-000-518-85-49-03	Computer Subscriptions	\$361.02
				Annual Subscription Cisco Duo Advantage (5)	
		Total NM38530			\$361.02
	Total Direct Pay Payment 1/4/2024 1:32:19 PM - 3				\$361.02
Total CDW Government					\$361.02
Comcast Business					
	EFT Payment 1/4/2024 1:31:19 PM - 2			2023 - December - Period 13-1	
		190043645			
			12/15-1/14/2024 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$786.10
				City Hall Internet	
		Total 190043645			\$786.10
	Total EFT Payment 1/4/2024 1:31:19 PM - 2				\$786.10
Total Comcast Business					\$786.10

Vendor	Number	Reference	Account Number	Description	Amount
Consolidated Press					
		Direct Pay Payment 1/4/2024 1:32:19 PM - 4		2023 - December - Period 13-1	
		31690*			
			Winter 2023 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$3,817.67
			Winter 2023 Magazine		
		Total 31690*			\$3,817.67
	Total Direct Pay Payment 1/4/2024 1:32:19 PM - 4				\$3,817.67
Total Consolidated Press					\$3,817.67
Contour Engineering, LLC					
	25993		2023 - December - Period 13-1		
		23-1943			
			December Services		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$19,728.75
			Wolf Point Recreation Trail (ref 21-033)		
		Total 23-1943			\$19,728.75
	Total 25993				\$19,728.75
Total Contour Engineering, LLC					\$19,728.75
Crystal Springs					
		EFT Payment 1/4/2024 1:31:19 PM - 3		2023 - December - Period 13-1	
		15787820 122723			
			Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$194.20
			Water Delivery		
		Total 15787820 122723			\$194.20
	Total EFT Payment 1/4/2024 1:31:19 PM - 3				\$194.20
Total Crystal Springs					\$194.20
ESI Security					
		EFT Payment 1/4/2024 1:31:19 PM - 4		2023 - December - Period 13-1	
		001565			
			December Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$39.64
			(5) Truck Keys & Key Rings		
		Total 001565			\$39.64
	Total EFT Payment 1/4/2024 1:31:19 PM - 4				\$39.64
Total ESI Security					\$39.64
Form Source, Inc.					
	25994		2023 - December - Period 13-1		
		860591			
			December Purchase		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$69.31

Vendor	Number	Reference	Account Number	Description	Amount
				Business Cards-M.Csapo	
		Total 860591			\$69.31
	Total 25994				\$69.31
Total Form Source, Inc.					\$69.31
Herrera Environmental Consultants, Inc.					
	Direct Pay Payment 1/4/2024 1:32:19 PM - 5		2023 - December - Period 13-1		
	55093				
		Prj 21-07638-005 Sept-Oct Services			
		004-058-000-558-60-41-01		Professional Services - Reimbursable	\$191.61
				Tyee Ranch Tree Preservation Peer Review	
		Total 55093			\$191.61
	Total Direct Pay Payment 1/4/2024 1:32:19 PM - 5				\$191.61
Total Herrera Environmental Consultants, Inc.					\$191.61
Kelley Connect					
	25995		2023 - December - Period 13-1		
		IN1505805			
		9/30-12/29/23 Copy Charges			
		001-018-000-518-20-42-03		Copy Machine Charges	\$106.76
				Copy Overage Charges	
		Total IN1505805			\$106.76
	Total 25995				\$106.76
Total Kelley Connect					\$106.76
Madrona Law Group, PLLC					
	Direct Pay Payment 1/4/2024 1:32:19 PM - 6		2023 - December - Period 13-1		
	12315				
		November Services			
		001-019-000-515-41-41-01		Legal Services-External	\$1,208.00
				Dhaliwal Project	
		Total 12315			\$1,208.00
	12321				
		November Services			
		001-019-000-515-41-41-01		Legal Services-External	\$672.52
				Suelo Marina/Dhaliwal TC Landing LID Foreclosure (Expenses)	
		Total 12321			\$672.52
	Total Direct Pay Payment 1/4/2024 1:32:19 PM - 6				\$1,880.52
Total Madrona Law Group, PLLC					\$1,880.52

Vendor	Number	Reference	Account Number	Description	Amount
McClatchy Company LLC					
	Direct Pay Payment 1/4/2024 1:32:19 PM - 7		2023 - December - Period 13-1		
	230136				
			December Statement		
			001-019-000-511-30-41-02	Legal Publications	\$574.52
				Ordinances & Salary Commission	
			004-058-000-558-60-41-08	Legal Notices/Publications	\$279.18
				#23-1485 Kelly Critical Areas	
	Total 230136				
			\$853.70		
	Total Direct Pay Payment 1/4/2024 1:32:19 PM - 7		\$853.70		
Total McClatchy Company LLC					\$853.70
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 1/4/2024 1:31:19 PM - 5		2023 - December - Period 13-1		
	H31992				
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$43.79
				Machete with Nylon Sheath	
	Total H31992				
	H33118		\$43.79		
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$68.55
				Sharpie, Paint Pal & Lid, & Tape	
	Total H33118				
	H33949		\$68.55		
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$44.31
				Plastic Tube, Sharpening Tool, & Rope	
	Total H33949				
	H44293		\$44.31		
			December Purchases		
			410-000-000-531-38-31-01	Operational Supplies	\$60.17
				Genova 80041F Pipe	
	Total H44293				
	H46233		\$60.17		
			December Purchases		
			410-000-000-531-38-31-01	Operational Supplies	\$62.35
				Snipping Tool, Socket Adapters, & Concrete Mix	
	Total H46233				
			\$62.35		
	Total EFT Payment 1/4/2024 1:31:19 PM - 5		\$279.17		
Total McLendon Hardware-Blue Tarp Credit Services					\$279.17

Vendor	Number	Reference	Account Number	Description	Amount
Motorola Solutions, Inc.					
	Direct Pay	Payment 1/4/2024 1:32:19 PM - 8	2023 - December - Period 13-1		
		8281742052			
			PO 2023049		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$306.35
			PW Radio Batteries (3)		
		Total 8281742052			\$306.35
		Total Direct Pay	Payment 1/4/2024 1:32:19 PM - 8		\$306.35
Total Motorola Solutions, Inc.					\$306.35
Murrey's Disposal Company					
	EFT Payment	1/4/2024 1:31:19 PM - 6	2023 - December - Period 13-1		
		11837205S111			
			December Services		
			001-018-000-518-20-47-03	Waste Disposal	\$380.69
			PW Yard		
		Total 11837205S111			\$380.69
		Total EFT Payment	1/4/2024 1:31:19 PM - 6		\$380.69
Total Murrey's Disposal Company					\$380.69
Office Depot					
	EFT Payment	1/4/2024 1:31:19 PM - 7	2023 - December - Period 13-1		
		345706116001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$57.14
			Paper Towels & Pens		
		Total 345706116001			\$57.14
		Total EFT Payment	1/4/2024 1:31:19 PM - 7		\$57.14
Total Office Depot					\$57.14
Pierce County Budget & Finance PW					
	25996		2023 - December - Period 13-1		
		CI-344381			
			November Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$1,951.72
			November Svcs-Signs & Signals		
		Total CI-344381			\$1,951.72
		Total 25996			\$1,951.72
Total Pierce County Budget & Finance PW					\$1,951.72
Transpo Group					
	Direct Pay	Payment 1/4/2024 1:32:19 PM - 9	2023 - December - Period 13-1		
		31757			
			Prj. 1.21147.00 ADA Self-Evaluation and Transition Plan		
			001-076-000-576-80-41-01	Professional Services	\$8,378.13
			ADA Self-Evaluation and Transition Plan		

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-30-41-01	Roadway-Professional Service	\$8,378.12
				ADA Self-Evaluation and Transition Plan	
		Total 31757			\$16,756.25
		Total Direct Pay Payment 1/4/2024 1:32:19 PM - 9			\$16,756.25
Total Transpo Group					\$16,756.25
Verizon Wireless					
		EFT Payment 1/4/2024 1:31:19 PM - 8	2023 - December - Period 13-1		
		9952549994			
			December Statement		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,407.43
				Monthly Statement	
		Total 9952549994			\$1,407.43
		Total EFT Payment 1/4/2024 1:31:19 PM - 8			\$1,407.43
Total Verizon Wireless					\$1,407.43
Grand Total		Vendor Count	23		\$86,034.08

City of Edgewood 2024

January 9th 2024 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 12/29/23	AWC Employee Benefit Trust	12/29/2023	\$50,494.96
DCP EFT 12/29/23	Deferred Compensation Program	12/29/2023	\$18,932.73
Direct Deposit Run -	Payroll Vendor	12/29/2023	\$96,087.80
DRS EFT 12/29/23	Dept of Retirement Systems	12/29/2023	\$21,041.43
IRS 941 EFT 12/29/23	IRS 941	12/29/2023	\$18,736.16
Total			\$205,293.08

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25990 Last Number Issued Previous Authorization			
25991	Advanced Government Services, LLC	1/9/2024	\$1,680.00
25992	Associated Earth Sciences, Inc.	1/9/2024	\$1,428.50
25993	Contour Engineering, LLC	1/9/2024	\$19,728.75
25994	Form Source, Inc.	1/9/2024	\$69.31
25995	Kelley Connect	1/9/2024	\$106.76
25996	Pierce County Budget & Finance PW	1/9/2024	\$1,951.72
25997	A & R Services dba Angela Rojo	1/9/2024	\$1,135.00
25998	Association of WA Cities	1/9/2024	\$420.00
25999	Drain-Pro	1/9/2024	\$917.00
26000	Fife Milton Edgewood Chamber of Commerce	1/9/2024	\$500.00
26001	ForeverGreen Trails	1/9/2024	\$1,200.00
26002	Mountain View Community Center	1/9/2024	\$50,000.00
26003	Robblee's Total Security, Inc.	1/9/2024	\$527.82
26004	Wa. Cities Insurance Authority	1/9/2024	\$336,411.00
26005	WAPRO	1/9/2024	\$25.00
Direct Pay Payment	American Traffic Solutions	1/9/2024	\$33,250.00
Direct Pay Payment	ARG Industrial	1/9/2024	\$96.33
Direct Pay Payment	CDW Government	1/9/2024	\$361.02
Direct Pay Payment	Consolidated Press	1/9/2024	\$3,817.67
Direct Pay Payment	Herrera Environmental Consultants, Inc.	1/9/2024	\$191.61
Direct Pay Payment	Madrona Law Group, PLLC	1/9/2024	\$1,880.52
Direct Pay Payment	McClatchy Company LLC	1/9/2024	\$853.70
Direct Pay Payment	Motorola Solutions, Inc.	1/9/2024	\$306.35
Direct Pay Payment	Transpo Group	1/9/2024	\$16,756.25
Direct Pay Payment	McKinstry Co, LLC	1/9/2024	\$1,686.46
Direct Pay Payment	Public Finance Inc.	1/9/2024	\$1,910.87
Direct Pay Payment	Vision Municipal Solutions, LLC	1/9/2024	\$5,820.00
EFT Payment 1/4/2024	Amazon Web Services	1/9/2024	\$411.22
EFT Payment 1/4/2024	Comcast Business	1/9/2024	\$786.10
EFT Payment 1/4/2024	Crystal Springs	1/9/2024	\$194.20
EFT Payment 1/4/2024	ESI Security	1/9/2024	\$39.64
EFT Payment 1/4/2024	McLendon Hardware-Blue Tarp Credit Services	1/9/2024	\$279.17
EFT Payment 1/4/2024	Murrey's Disposal Company	1/9/2024	\$380.69
EFT Payment 1/4/2024	Office Depot	1/9/2024	\$57.14
EFT Payment 1/4/2024	Verizon Wireless	1/9/2024	\$1,407.43
EFT Payment 1/4/2024	Century Link	1/9/2024	\$172.57
EFT Payment 1/4/2024	Comcast	1/9/2024	\$215.05
EFT Payment 1/4/2024	Department of Labor & Industries	1/9/2024	\$161.65
EFT Payment 1/4/2024	Nasim Landscape	1/9/2024	\$3,627.80
EFT Payment 1/4/2024	Travelers	1/9/2024	\$40.00
Total Claims Voucher Distribution			\$490,804.30

Total Distribution Submitted for Review & Authorization \$ 696,097.38

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments \$ 696,097.38

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Dave Olson

Council Member



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0699 - Resolution 24-0699 - Chrisella Road Safety Improvements Contract	Agenda Item #:
	For Agenda of: 1/9/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 24-0699 2. Contract and Specs - 20240104 3. 23-1347 Approved Civil Plans (half size)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 1/4/2024 Dave Gray 1/4/2024 Dave Olson 1/4/2024	Expenditure Required: \$1,325,612.79
	Amount Budgeted: up to \$1,728,810 (Federal Funds)
	Timeline: 01/02/2024 SS 01/09/2024 RCM

Summary Statement:

As authorized by the City Council under Resolutions 21-0603, 22-0630, 22-0645, 22-0648, 23-0656, and 23-0688, staff has been working with Gray & Osborne (G&O) to develop construction plans and specifications for the Chrisella Road Safety Improvement project. A site development permit was issued for the work in October 2023, and staff obtained authorization from WSDOT to advertise for construction bids soon thereafter.

On October 31, 2023, the City advertised a Call for Bids in the Tacoma News Tribune, the Daily Journal of Commerce, and the City's website (<https://www.cityofedgewood.org/bids.aspx?bidID=26>), with information being hosted on G&O's website: <https://gobids.grayandosborne.com/biddocs/index.cfm>. Addenda were published for all registered plan holders to view on November 16, November 27, and November 28. Bids were received and opened at City Hall on December 1, 2023, and attached is the bid tab summary.

Following review of the lowest apparent bidder's proposal with G&O, WSDOT has concurred with the City that the lowest responsive, responsible bidder was R.W. Scott Construction Co. Staff is seeking Council direction on whether or not to proceed with award of the attached contract and bonds. Also attached for Council's consideration is an authorizing resolution.

Item History:

N/A

Recommended Action:

MOTION to adopt AB24-0699 - Resolution 24-0699 - Chrisella Road Safety Improvements Contract

Fiscal Note/Consideration:

This project is fully funded with federal grant dollars through WSDOT's Highway Safety Improvement Program. The Engineer's Estimate for the project was \$1,603,710.00. Out of the 11 bids received, 7 of them were under the Engineer's Estimate.

RESOLUTION NO. 24-0699

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AWARDING THE CONTRACT FOR THE CHRISELLA ROAD SAFETY IMPROVEMENTS PROJECT TO R.W. SCOTT CONSTRUCTION CO.

WHEREAS, as authorized by the City Council under Resolutions 21-0603, 22-0630, 22-0645, 22-0648, 23-0656, and 23-0688, staff has been working with Gray & Osborne (G&O) to develop construction plans and specifications for the Chrisella Road Safety Improvements Project (the “Project”); and

WHEREAS, the City approved Site Development Permit #23-1347 for the Project construction on October 11, 2023, and the City obtained authorization from the Washington State Department of Transportation (WSDOT) to advertise for construction bids soon thereafter; and

WHEREAS, the City advertised a Call for Bids for the Project in the Tacoma News Tribune, the Daily Journal of Commerce, and the City's website on October 31, 2023, with project information hosted on G&O's website, including Addenda for all registered plan holders to view on November 16, November 27, and November 28, 2023; and

WHEREAS, sealed bids were received and opened at City Hall on December 1, 2023; and

WHEREAS, City staff and G&O reviewed the bids and determined that the lowest responsive and responsible bidder was R.W. Scott Construction Co., based on its total bid of \$1,325,612.79, with WSDOT providing their concurrence on December 21, 2023; and

WHEREAS, the City Council considered staff's recommendation during its study session of January 2, 2024, and regular Council meeting of January 9, 2024, and determined that the contract for the Project should be awarded to R.W. Scott Construction Co.;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and R.W. Scott Construction Co. for the Chrisella Road Safety Improvements project, attached hereto as Exhibit A.

Section 2. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 9TH DAY OF JANUARY, 2024

Dave Olsen, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Local Agency Contract

LOCAL AGENCY CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____,
Between the **CITY OF EDGEWOOD** under and by virtue of Title 35 RCW, as amended and
_____, hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials, and equipment for the Chrisella Road East Safety Improvements in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

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

II. The City of Edgewood hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the City of Edgewood by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the said City of Edgewood the day and year first above written.

Executed by the Contractor _____, _____

(Contractor)

CITY OF EDGEWOOD

Title: _____

By: _____

Date: _____, _____

**PUBLIC WORKS PERFORMANCE BOND
to CITY OF EDGEWOOD, WA**

Bond No. _____

CITY OF EDGEWOOD, Washington, (City) has awarded to _____ (Principal), a Contract for the construction of the project designated as Chrisella Road East Safety Improvements in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

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

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

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

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

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

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGWOOD, WA

Bond No. _____

CITY OF EDGEWOOD, Washington, (City) has awarded to _____ (Principal), a Contract for the construction of the project designated as Chrisella Road East Safety Improvements in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

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

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

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____

Date _____

Surety Signature _____

Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

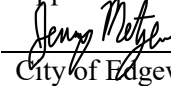
FEDERAL AID NO. HSIP 3209(007)



9/12/23

G&O #21621
OCTOBER 2023

Approved for Construction:


City of Edgewood

10/12/2023

Date



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CALL FOR BIDS
CITY OF EDGEWOOD
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS
ENGINEER'S ESTIMATE \$1,603,710

Sealed Proposals will be received by the undersigned at the City of Edgewood, City Clerk at 2224 104th Avenue East, Edgewood, Washington 98372, up to 11:00 a.m.; local time on Friday, December 1, 2023, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Chrisella Road East Safety Improvements.

The project includes safety improvements on Chrisella Road East between 36th Street East and 48th Street East, including the installation of storm system improvements, shoulder widening, paving, beam guardrail, permanent signing, pavement marking, radar speed feedback signs and perimeter lit curve warning signs, surface restoration, traffic control and other related work items.

The Work shall be physically complete within 90 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Edgewood, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "City of Edgewood City Council" and in an amount of not less than five percent (5%) of the total Proposal amount.

The City of Edgewood, 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.

Bid Documents may be examined at the City of Edgewood City Hall. Bid Documents for this project are available free-of-charge at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Financing of the Project has been provided by City of Edgewood, Washington, and a Federal Grant Administered by the Washington State Department of Transportation, and includes a DBE goal of 19%. The City of Edgewood expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the Town.

(Signed) **RACHEL PITZEL, CMC**
CITY CLERK

Daily Journal of Commerce Publish: October 31, 2023 and November 15, 2023

Tacoma News Tribune Publish: October 31, 2023 and November 7, 2023

CONTRACT PROVISIONS

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CITY OF EDGEWOOD

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

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PART 4. SPECIAL PROVISIONS

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DIVISION 2 – EARTHWORK	2-1 TO 2-13
DIVISION 3 – AGGREGATE PRODUCTION AND ACCEPTANCE.....	3-1
DIVISION 4 – BASES.....	4-1
DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS	5-1 TO 5-37
DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS.....	7-1 TO 7-10
DIVISION 8 – MISCELLANEOUS CONSTRUCTION.....	8-1 TO 8-13
DIVISION 9 – MATERIALS	9-1 TO 9-11

PART 5. WAGE RATES

WASHINGTON STATE PREVAILING WAGE RATES

FEDERAL WAGE RATES

PART 6. APPENDIX

Appendix A – Supplemental Bidder Responsibility Criteria

Appendix B – Stormwater Pollution Prevention Plan

Appendix C – Inadvertent Discovery of Archeological or Historical
Materials Plan

PART 1

BID DOCUMENTS

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-7)
- b. Certification for Federal Aid Contracts (Page P-8)
- c. Non-Collusion Declaration (Page P-9)
- d. Subcontractor List (Page P-10)
- e. Disadvantaged Business Enterprise Utilization Certification (Pages P-11 – P-13)
- f. DBE Written Confirmation Document (Page P-14)
- g. DBE Bid Item Breakdown Form (Page P-15 – P-16)
- h. DBE Trucking Credit Form (Page P-17 – P-18)
- i. Proposal Signature Page (Page P-19)
- j. Certification of Compliance with Wage Payment Statutes (Page P-20)
- k. Delinquent State Taxes (Page P-21)
- l. Local Agency Proposal Bond (Page P-22)

2. SUPPLEMENTAL BIDDER CRITERIA

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline.

3. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Contract execution.

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

PROPOSAL

City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner will Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1	CALC	\$ 10,000.00	\$ 10,000.00
2.	Roadway Survey (1-05.4)	1	LS	\$ 15,252.00	\$ 15,252.00
3.	Licensed Survey (1-05.4)	1	FA	\$ 3,000.00	\$ 3,000.00
4.	Record Drawings (Min. Bid \$500) (1-05.18)	1	LS	\$ 500.00	\$ 500.00
5.	SPCC Plan (1-07.15(1))	1	LS	\$ 500.00	\$ 500.00
6.	Mobilization (1-09.7)	1	LS	\$ 80,000.00	\$ 80,000.00
7.	Flaggers (1-10.5(2))	216	HR	\$ 119.93	\$ 25,904.88
8.	Other Traffic Control Labor (1-10.5(2))	32	HR	\$ 119.93	\$ 3,837.76
9.	Construction Signs Class A (1-10.5(2))	340	SF	\$ 5.13	\$ 1,744.20
10.	Other Temporary Traffic Control Devices (1-10.5(2))	1	LS	\$ 1,742.50	\$ 1,742.50
11.	Traffic Control Supervisor (1-10.5(2))	1	LS	\$ 26,014.50	\$ 26,014.50
12.	Portable Changeable Message Sign (1-10.5(2))	6,048	HR	\$ 0.60	\$ 3,628.80
13.	Clearing and Grubbing (2-01.5)	1	LS	\$ 11,258.96	\$ 11,258.96
14.	Removal of Structures and Obstructions (2-02.5)	1	LS	\$ 8,322.80	\$ 8,322.80
15.	Roadway Excavation, Incl. Haul (2-03.5)	830	CY	\$ 50.00	\$ 41,500.00
16.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	80	CY	\$ 100.00	\$ 8,000.00
17.	Gravel Borrow, Incl. Haul (2-03.5)	905	TN	\$ 30.65	\$ 27,738.25
18.	Potholing (2-09.5)	25	EA	\$ 293.73	\$ 7,343.25

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	Controlled Density Fill (2-09.5)	10 CY	\$ 512.50	\$ 5,125.00
20.	Locate Existing Utilities (2-09.5)	1 LS	\$ 6,873.55	\$ 6,873.55
21.	Crushed Surfacing Base Course (4-04.5)	1,340 TN	\$ 37.00	\$ 49,580.00
22.	Permeable Ballast (4-04.5)	400 TN	\$ 49.29	\$ 19,716.00
23.	Temporary HMA (5-04.5)	100 TN	\$ 148.54	\$ 14,854.00
24.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	760 TN	\$ 250.00	\$ 190,000.00
25.	Job Mix Compliance Price Adjustment (5-04.5)	1 CALC	\$0.00	\$ 0.00
26.	Compaction Price Adjustment (5-04.5)	1 CALC	\$0.00	\$ 0.00
27.	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	420 LF	\$ 54.00	\$ 22,680.00
28.	CPEP Storm Sewer Pipe, 15 In. Diam. (Incl. Bedding) (7-04.5)	1,070 LF	\$ 57.00	\$ 60,990.00
29.	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	2,020 LF	\$ 97.00	\$ 195,940.00
30.	Area Drain (7-05.5)	3 EA	\$ 832.81	\$ 2,498.43
31.	Concrete Inlet (7-05.5)	17 EA	\$ 1,093.04	\$ 18,581.68
32.	Catch Basin, Type 1 (7-05.5)	3 EA	\$ 1,238.59	\$ 3,715.77
33.	Catch Basin, Type 1L (7-05.5)	8 EA	\$ 1,388.24	\$ 11,105.92
34.	Adjust Catch Basin (7-05.5)	2 EA	\$ 289.57	\$ 579.14
35.	Removal of Unsuitable Material (Trench) (7-08.5)	100 CY	\$ 100.00	\$ 10,000.00
36.	Bank Run Gravel for Trench Backfill (7-08.5)	1,800 TN	\$ 32.76	\$ 58,968.00

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
37.	Trench Excavation Safety Systems (7-08.5)	1	LS	\$ 2,255.00	\$ 2,255.00
38.	Plugging Existing Pipe (7-08.5)	18	EA	\$ 300.00	\$ 5,400.00
39.	Adjust Valve Box (7-12.5)	9	EA	\$ 250.00	\$ 2,250.00
40.	Adjust Meter Box (7-15.5)	1	EA	\$ 250.00	\$ 250.00
41.	Erosion Control and Water Pollution Prevention (8-01.5)	1	LS	\$ 10,000.00	\$ 10,000.00
42.	High Visibility Silt Fence (8-01.5)	1,500	LF	\$ 4.00	\$ 6,000.00
43.	Seeding, Fertilizing and Mulching (8-01.5)	2.0	AC	\$ 2,500.00	\$ 5,000.00
44.	Topsoil, Type A (8-02.5)	100	CY	\$ 63.00	\$ 6,300.00
45.	Bark or Wood Chip Mulch (8-02.5)	50	CY	\$ 59.00	\$ 2,950.00
46.	Property Restoration (8-02.5)	1	CALC	\$ 10,000.00	\$ 10,000.00
47.	Raised Pavement Marker, Type 2 (8-09.5)	1.2	HD	\$ 1,722.00	\$ 2,066.40
48.	Beam Guardrail, Type 31, 9-Foot Long Post (8-11.5)	1,220	LF	\$ 69.80	\$ 85,156.00
49.	Beam Guardrail, Type 31, Non-Flared Terminal (8-11.5)	8	EA	\$ 4,250.00	\$ 34,000.00
50.	Mailbox Support, Type 1 (8-18.5)	13	EA	\$ 350.00	\$ 4,550.00
51.	Radar Speed Feedback Sign (8-11.5)	2	EA	\$ 14,350.00	\$ 28,700.00
52.	Blinker Chevron Sign (8-20.5)	12	EA	\$ 6,970.00	\$ 83,640.00
53.	Permanent Signing (8-21.5)	1	LS	\$ 3,800.00	\$ 3,800.00
54.	Removing Plastic Line (8-22.5)	4,380	LF	\$ 2.50	\$ 10,950.00

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
55.	Profiled Plastic Double Yellow Line (8-22.5)	13,200 LF	\$ 5.50	\$ 72,600.00
56.	Plastic Stop Line (8-22.5)	25 LF	\$ 50.00	\$ 1,250.00
Subtotal:				\$ 1,324,612.79
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....\$				0.00
TOTAL CONSTRUCTION COST:				\$ 1,324,612.79

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: RW Scott Const

Address: 4005 West Valley Hwy N Auburn WA

Telephone No. 253 351 0001 Fax No. 253 351 0055

Contact Person for this Project: Jeff Scott

E-mail: jeffscott@rwscttconstruction.com

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

51 years

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Bidder will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
Bid Items 5 Through 53	919,073.00

PROPOSAL - Continued

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 579 092 00 ;
Dept. of Licensing Contractor's Registration No. is RWSCOC 229m4 ;
Unified Business Identifier Number is 6600 298 242 ;
Excise Tax Registration Number is 6600 298 242 ; and
Employment Security Account Number is 447718005 .

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

PROPOSAL - Continued

Local Agency Name City of Edgewood

Local Agency Address
2224 104th Avenue East
Edgewood, WA 98372

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended
To Be Submitted with the Bid Proposal

Project Name Chrisella Road East Safety Improvements

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

HOT Mix Pavers INC (DBE)

Work to be performed

Bid Item # 24
HMA

Subcontractor Name

O. Binco Engineering (DBE)

Work to be performed

Bid Item # 2, 3, 4
Surveying

Subcontractor Name

SPECIALIZED PLACEMENT MARKINGS LLC

Work to be performed

Bid Items # 54, 55, 56, 47
Channelization

Subcontractor Name

Dirt & Aggregate Interchange, INC

Work to be performed

Bid Items # 48, 49
STRUCTURAL STEEL GUARD RAIL INSTALLATION

Subcontractor Name

GEG INC (DBE)

Work to be performed

Bid Items # 51, 52, 53
Electrical work

* 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.



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: Chrisella Road East Safety Improvements

[illegible]

Disadvantaged Business Enterprise

Total DBE Commitment Dollar Amount

Condition of Award Contract Goal

Box 4

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

DOT Form 272-056
Revised 03/2018

C

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

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

Address: 4400 S 131st PL
Tukwila, WA 98168

Date: 11/30/2023

Page 48 of 490



**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: Chrisella Road East Safety Improvements

Bidder's Business Name: RW SCOTT CONSTRUCTION

DBE's Business Name: Obunco Engineering

Description of DBE's Work: Surveying

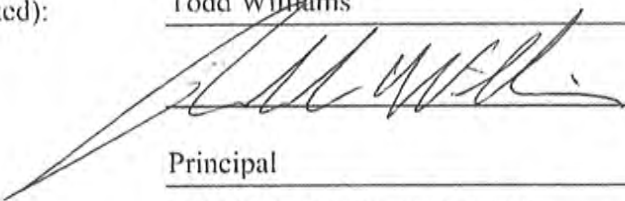
Dollar Amount to be Applied Towards DBE Goal: 16,560.00

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

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): Todd Williams

Signature: 

Title: Principal

Address: 33650 6th Avenue S STE 102
Federal Way WA 98003

Date: 11/29/23

PROPOSAL - Continued



**Washington State
Department of Transportation**

**Disadvantaged Business Enterprise
(DBE) Bid Item Breakdown Form**

1. Contract Number FEDERAL AID NO. HSIP 3209(007)		2. Contract Name Chrisella Road East Safety Improvements	
3. Prime Contractor RW Scott Construction INC		4. Prime Contractor Representative Name Tyler Scott	
5. Prime Contractor Representative Phone Number 253-508-2741		6. Prime Contractor Representative Email tyler@rwscottconstruction.com	

Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partial (See Instructions)	Column 4 Quantity (See Instructions)	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8 Dollar Amount to be Applied Towards Goal (See Instructions)
Hot Mixer Paver Inc	24	Full	760Tons	HMA Installation HMA CL 1 1/2" PG 58H-22	\$237.00	\$180,120.00	\$ 140,000.00
Subtotal:						\$180,120.00	\$ 140,000.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
G&G Inc	51	Full	2 Ea	Radiat Feed Back Sign	\$14,000.00	\$28,000.00	\$28,000.00
	52	Full	12 Ea	Flanker Chevron Sign	\$8,500.00	\$81,600.00	\$81,600.00
	53	Full	1 LS	Permanent Signage	\$3,500.00	\$3,500.00	\$3,500.00
Subtotal:						\$113,100.00	\$113,100.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
O'Bunco Engineering	2	Full	1 LS	Road Way Surveying	\$16,560.00	\$16,560.00	\$16,560.00
				Licensed Surveying Record Drawings			
Subtotal:						\$16,560.00	\$16,560.00
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:						\$309,780.00	\$269,660.00

DOT Form 272-054
Revised 09/2020



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 # Fed Aid HSIP-3209(007)	Contract #	Project Name Chrisella Road East Safety Improvements
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	
13	Clearing and grubbing - haul export (70.072 HR @ \$210 for T&T)	
15	Roadway Excavation - haul export (71 HR @ \$210 for T&T)	
29	DI Storm Sewer Pipe Trench Spoils Export (75 HR @ \$205 for Solo)	

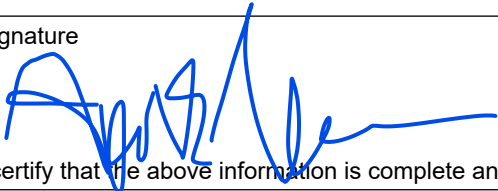
Use additional sheets as necessary.

Bidder Active Construction, Inc.		Name/Title (please print) David Ceccanti / President
Phone 253-248-1091	Fax 253-248-1093	Signature 
Address 5110 River Rd E Tacoma WA 98443		
Email davidc@activeconstruction.com		I certify that the above information is complete and accurate.
		Date 01-0-12 12/04/23

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? Broken Asphalt / Concrete, Dirt, Brush
2. Number of fully operational trucks expected to be used on this project? Tractor/trailers: 4 Dump trucks: 2
3. Number of trucks and trailers owned by the DBE that will be used on this project? Tractor/trailers: 4  Dump trucks: 2 
4. Number of trucks and trailers leased by the DBE that will be used on this project? Tractor/trailers: 0  Dump trucks: 0 

DBE Firm Name Michaelis Trucking & Excavating		Name/Title (please print)
Certification Number D3F0021632		Angela K Michaelis / President
Phone 360-790-0109	Fax	Signature 
Address PO Box 15057 Tumwater, WA 98511		
Email angelak@michaelistrucking.com		I certify that the above information is complete and accurate.
		Date 12/04/23

PROPOSAL - Continued

**Local Agency Proposal –
Signature Page**

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contain herein.
A proposed guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

Cash	☐ In the Amount of _____
Cashier's Check	☐ _____ Dollars
Certified Check	☐ (\$ _____) Payable to the City of Edgewood
Proposal Bond	☒ In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) 1, 2 & 3

Signature of Authorized Official(s)

Proposal Must Be Signed →

Firm Name

Address

RW Scott Const

4005 West Valley Hwy N

Auburn WA 98001

State of Washington Contractor's License No. RWSCOC 229M4

Federal ID No 91-1038390

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Edgewood will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

DOT Form 272-036K EF
07/2011

PROPOSAL - Continued



Washington State
Department of Transportation

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

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

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

Bidder Name: RW Scott Const
Name of Contractor/Bidder - Print full legal entity name of firm

By: [Signature]
Signature of authorized person

JEFF SCOTT
Print Name of person making certifications for firm

Title: President
Title of person signing certificate

Place: Auburn WA
Print city and state where signed

Date: 11/28/23

PROPOSAL - Continued

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS**

Delinquent State Taxes

This form shall be completed in entirety and submitted with the Bid Proposal.

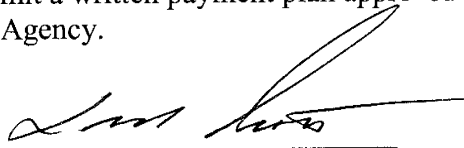
Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Edgewood will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Instructions to Bidders: Check the appropriate box

- ☒ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- ☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

11/28/23
(Date)


(Signature)

JEFF SUTT
(Print Name)

President
(Title)

PROPOSAL - Continued

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we, R.W. Scott Construction Co.

of Auburn, Washington as principal, and the Fidelity and Deposit Company of Maryland a corporation duly organized under the laws of the State of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents. The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

*Illinois

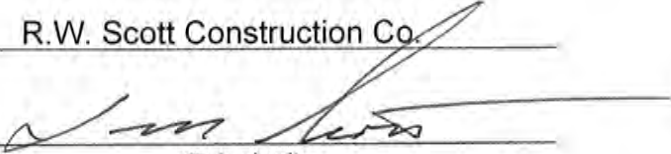
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by City of Edgewood the within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

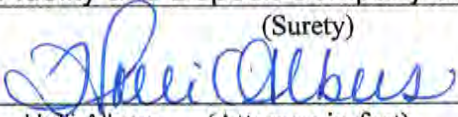
IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 1st day of December, 2023.

R.W. Scott Construction Co.


(Principal)

Fidelity and Deposit Company of Maryland

(Surety)


Holli Albers (Attorney-in-fact)

DOT Form 272-001A EF
07/2011

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Julie R. TRUITT, Lindsey Elaine JORGENSEN, Holli ALBERS, Jamie L. MARQUES, Carley ESPIRITU, Christopher KINYON, Brent E. HEILESEN, Annelies M. RICHIE, Amelia G. BURRILL, Sarah WHITAKER of Tacoma, Washington, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of September, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of December, 2023.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaiams@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PART 3

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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/WHDL/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. 29 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.

PART 4

SPECIAL PROVISIONS

DIVISION 1

GENERAL REQUIREMENTS

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)

*(*****) Project Specific GSP)*

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

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 safety improvements on Chrisella Road East between 36th Street East and 48th Street East, including the installation of storm system improvements, shoulder widening, paving, beam guardrail, permanent signing, pavement marking, radar speed feedback signs and perimeter lit curve warning signs, surface restoration, traffic control and other related work items, and other work all in accordance with the attached Contract Plans, these Special 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.

1 **Physical Completion Date**

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

5

6 **Completion Date**

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

11

12 **Final Acceptance Date**

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

14

15 Supplement this Section with the following:

16

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

22

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

27

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

30

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

34

35 **Additive**

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

39

40 **Alternate**

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

45

SPECIAL PROVISIONS - Continued

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.

SPECIAL PROVISIONS - Continued

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")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	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, SPECS, SITE OF WORK

1-02.4(1) General

(December 30, 2022 APWA GSP Option A)

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 soon enough 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

SPECIAL PROVISIONS - Continued

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 DBE commitment; 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.

SPECIAL PROVISIONS - Continued

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.

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

SPECIAL PROVISIONS - Continued

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 receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

DBE Written Confirmation and/or GFE Documentation

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

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

SPECIAL PROVISIONS - Continued

1 delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking Credit
2 Forms that are still incorrect after the correction period will be determined
3 to be non-responsive.

4
5 Supplemental bid information submitted after the proposal submittal but
6 within 48 hours of the time and date the proposal is due, shall be submitted
7 as follows:

- 8
9 1. In a sealed envelope labeled the same as for the Proposal, with
10 "Supplemental Information" added, or
11 2. By facsimile to the following FAX number: not an option.
12 3. By e-mail to the following e-mail address:
13 jeremy@cityofedgewood.org
14

15 Proposals that are received as required will be publicly opened and read as
16 specified in Section 1-02.12. The Contracting Agency will not open or
17 consider any Bid Proposal that is received after the time specified in the Call
18 for Bids for receipt of Bid Proposals, or received in a location other than that
19 specified in the Call for Bids. The Contracting Agency will not open or
20 consider any "Supplemental Information" (DBE confirmations or GFE
21 documentation) that is received after the time specified above, or received
22 in a location other than that specified in the Call for Bids.
23

24 If an emergency or unanticipated event interrupts normal work processes
25 of the Contracting Agency so that Proposals cannot be received at the office
26 designated for receipt of bids as specified in Section 1-02.12 the time
27 specified for receipt of the Proposal will be deemed to be extended to the
28 same time of day specified in the solicitation on the first work day on which
29 the normal work processes of the Contracting Agency resume.
30

31 **1-02.10 Withdrawing, Revising, or Supplementing Proposal** 32 *(July 23, 2015 APWA GSP)* 33

34 Delete this Section, and replace it with the following:

35
36 After submitting a physical Bid Proposal to the Contracting Agency, the
37 Bidder may withdraw, revise, or supplement it if:

- 38
39 1. The Bidder submits a written request signed by an authorized person
40 and physically delivers it to the place designated for receipt of Bid
41 Proposals, and
42
43 2. The Contracting Agency receives the request before the time set for
44 receipt of Bid Proposals, and
45

SPECIAL PROVISIONS - Continued

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

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

1-02.13 Irregular Proposals

11 *(December 30, 2022 APWA GSP)*
12

13
14 *Delete this section and replace it with the following:*
15

- 16 1. A Proposal will be considered irregular and will be rejected if:
17
18 a. The Bidder is not prequalified when so required;
19
20 b. The authorized Proposal form furnished by the Contracting
21 Agency is not used or is altered;
22
23 c. The completed Proposal form contains any unauthorized
24 additions, deletions, alternate Bids, or conditions;
25
26 d. The Bidder adds provisions reserving the right to reject or
27 accept the award, or enter into the Contract;
28
29 e. A price per unit cannot be determined from the Bid Proposal;
30
31 f. The Proposal form is not properly executed;
32
33 g. The Bidder fails to submit or properly complete a
34 subcontractor list (WSDOT Form 271-015), if applicable, as
35 required in Section 1-02.6;
36
37 h. The Bidder fails to submit or properly complete a
38 Disadvantaged Business Enterprise Certification (WSDOT
39 Form 272-056), if applicable, as required in Section 1-02.6;
40
41 i. The Bidder fails to submit Written Confirmations (WSDOT
42 Form 422-031) from each DBE firm listed on the Bidder's
43 completed DBE Utilization Certification that they are in
44 agreement with the bidder's DBE participation commitment, if
45 applicable, as required in Section 1-02.6, or if the written

SPECIAL PROVISIONS - Continued

- 1 confirmation that is submitted fails to meet the requirements
2 of the Special Provisions;
3
- 4 j. The Bidder fails to submit DBE Good Faith Effort
5 documentation, if applicable, as required in Section 1-02.6, or
6 if the documentation that is submitted fails to demonstrate that
7 a Good Faith Effort to meet the Condition of Award was made;
8
- 9 k. The Bidder fails to submit a DBE Bid Item Breakdown
10 (WSDOT Form 272-054), if applicable, as required in Section
11 1-02.6, or if the documentation that is submitted fails to meet
12 the requirements of the Special Provisions;
13
- 14 l. The Bidder fails to submit DBE Trucking Credit Forms
15 (WSDOT Form 272-058), if applicable, as required in Section
16 1-02.6, or if the documentation that is submitted fails to meet
17 the requirements of the Special Provisions;
18
- 19 m. The Bid Proposal does not constitute a definite and
20 unqualified offer to meet the material terms of the Bid
21 invitation; or
22
- 23 n. More than one Proposal is submitted for the same project from
24 a Bidder under the same or different names.
25
- 26 2. A Proposal may be considered irregular and may be rejected if:
27
- 28 a. The Proposal does not include a unit price for every Bid item;
29
- 30 b. Any of the unit prices are excessively unbalanced (either
31 above or below the amount of a reasonable Bid) to the
32 potential detriment of the Contracting Agency;
33
- 34 c. Receipt of Addenda is not acknowledged;
35
- 36 d. A member of a joint venture or partnership and the joint
37 venture or partnership submit Proposals for the same project
38 (in such an instance, both Bids may be rejected); or
39
- 40 e. If Proposal form entries are not made in ink.
41
42

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.

The 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

1 include a requirement that each of its subcontractors shall
2 have and document a similar procedure to determine whether
3 the sub-tier subcontractors with whom it contracts are also
4 “responsible” subcontractors as defined by RCW 39.06.020.
5

6 B. Documentation: The Bidder, if and when required as detailed
7 below, shall submit a copy of its standard subcontract form for
8 review by the Contracting Agency, and a written description of
9 its procedure for validating the responsibility of subcontractors
10 with which it contracts.
11

12 4. **Claims Against Retainage and Bonds**
13

14 A Criterion: The Bidder shall not have a record of excessive
15 claims filed against the retainage or payment bonds for public
16 works projects in the three years prior to the bid submittal
17 date, that demonstrate a lack of effective management by the
18 Bidder of making timely and appropriate payments to its
19 subcontractors, suppliers, and workers, unless there are
20 extenuating circumstances and such circumstances are
21 deemed acceptable to the Contracting Agency.
22

23 B. Documentation: The Bidder, if and when required as detailed
24 below, shall submit a list of the public works projects
25 completed in the three years prior to the bid submittal date
26 that have had claims against retainage and bonds and include
27 for each project the following information:
28

- 29 • Name of project
- 30 • The owner and contact information for the owner;
- 31 • A list of claims filed against the retainage and/or
- 32 payment bond for any of the projects listed;
- 33 • A written explanation of the circumstances surrounding
- 34 each claim and the ultimate resolution of the claim.
35

36 5. **Public Bidding Crime**
37

38 A Criterion: The Bidder and/or its owners shall not have been
39 convicted of a crime involving bidding on a public works
40 contract in the five years prior to the bid submittal date.
41

42 B. Documentation: The Bidder, if and when required as detailed
43 below, shall sign a statement (on a form to be provided by the
44 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

SPECIAL PROVISIONS - Continued

1 P.M. (noon) of the second business day following the bid submittal deadline,
2 a written statement verifying that the Bidder meets the supplemental criteria
3 together with supporting documentation (sufficient in the sole judgment of
4 the Contracting Agency) demonstrating compliance with the Supplemental
5 Criteria. The Contracting Agency reserves the right to request further
6 documentation as needed from the low Bidder and documentation from
7 other Bidders as well to assess Bidder responsibility and compliance with
8 all bidder responsibility criteria. The Contracting Agency also reserves the
9 right to obtain information from third-parties and independent sources of
10 information concerning a Bidder's compliance with the mandatory and
11 supplemental criteria, and to use that information in their evaluation. The
12 Contracting Agency may consider mitigating factors in determining whether
13 the Bidder complies with the requirements of the supplemental criteria.

14
15 The basis for evaluation of Bidder compliance with these mandatory and
16 supplemental criteria shall include any documents or facts obtained by
17 Contracting Agency (whether from the Bidder or third parties) including but
18 not limited to: (i) financial, historical, or operational data from the Bidder;
19 (ii) information obtained directly by the Contracting Agency from others for
20 whom the Bidder has worked, or other public agencies or private
21 enterprises; and (iii) any additional information obtained by the Contracting
22 Agency which is believed to be relevant to the matter.

23
24 If the Contracting Agency determines the Bidder does not meet the bidder
25 responsibility criteria above and is therefore not a responsible Bidder, the
26 Contracting Agency shall notify the Bidder in writing, with the reasons for its
27 determination. If the Bidder disagrees with this determination, it may appeal
28 the determination within two (2) business days of the Contracting Agency's
29 determination by presenting its appeal and any additional information to the
30 Contracting Agency. The Contracting Agency will consider the appeal and
31 any additional information before issuing its final determination. If the final
32 determination affirms that the Bidder is not responsible, the Contracting
33 Agency will not execute a contract with any other Bidder until at least two
34 business days after the Bidder determined to be not responsible has
35 received the Contracting Agency's final determination.

36
37 Request to Change Supplemental Bidder Responsibility Criteria Prior To
38 Bid: Bidders with concerns about the relevancy or restrictiveness of the
39 Supplemental Bidder Responsibility Criteria may make or submit requests
40 to the Contracting Agency to modify the criteria. Such requests shall be in
41 writing, describe the nature of the concerns, and propose specific
42 modifications to the criteria. Bidders shall submit such requests to the
43 Contracting Agency no later than five (5) business days prior to the bid
44 submittal deadline and address the request to the Project Engineer or such
45 other person designated by the Contracting Agency in the Bid Documents.

SPECIAL PROVISIONS - Continued

1-02.15 Pre Award Information

(December 30, 2022 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(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

SPECIAL PROVISIONS - Continued

1 necessary, including sales taxes where applicable and such additives
2 and/or alternates as selected by the Contracting Agency, will be used by the
3 Contracting Agency for award purposes and to fix the Awarded Contract
4 Price amount and the amount of the contract bond.

5

6 **1-03.3 Execution of Contract**

7 *(January 19, 2022 APWA GSP)*

8

9 Revise this section to read:

10

11 Within 3 calendar days of Award date (not including Saturdays, Sundays
12 and Holidays), the successful Bidder shall provide the information
13 necessary to execute the Contract to the Contracting Agency. The Bidder
14 shall send the contact information, including the full name, email address,
15 and phone number, for the authorized signer and bonding agent to the
16 Contracting Agency.

17

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

22

23 Within 10 calendar days after the award date, the successful bidder shall
24 return the signed Contracting Agency-prepared contract, an insurance
25 certification as required by Section 1-07.18, a satisfactory bond as required
26 by law and Section 1-03.4, the Transfer of Coverage form for the
27 Construction Stormwater General Permit with sections I, III, and VIII
28 completed when provided. Before execution of the contract by the
29 Contracting Agency, the successful bidder shall provide any pre-award
30 information the Contracting Agency may require under Section 1-02.15.

31

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

37

38 If the bidder experiences circumstances beyond their control that prevents
39 return of the contract documents within the calendar days after the award
40 date stated above, the Contracting Agency may grant up to a maximum of
41 10 additional calendar days for return of the documents, provided the
42 Contracting Agency deems the circumstances warrant it.

43

44

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

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

1-04 SCOPE OF WORK

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

(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

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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.

1-04.4(1) Minor Changes
(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$10,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

This Section is supplemented with the following:

(January 13, 2021 WSDOT GSP, OPT2.GR1)

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.

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

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)

SPECIAL PROVISIONS - Continued

1	Stationing on roadway	N/A	±0.1 feet
2	Alignment on roadway	N/A	±0.04 feet
3	Surfacing grade stakes	±0.01 feet	±0.5 feet
4			(parallel to alignment)
5			±0.1 feet
6			(normal to alignment)
7			
8	Roadway paving pins for		
9	surfacing or paving	±0.01 feet	±0.2 feet
10			(parallel to alignment)
11			±0.1 feet
12			(normal to alignment)
13			

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

17
18 When staking roadway alignment and stationing, the Contractor shall
19 perform independent checks from different secondary control to ensure that
20 the points staked are within the specified survey accuracy tolerances.

21
22 The Contractor shall calculate coordinates for the alignment. The
23 Contracting Agency will verify these coordinates prior to issuing approval to
24 the Contractor for commencing with the work. The Contracting Agency will
25 require up to seven calendar days from the date the data is received.

26
27 Contract work to be performed using contractor-provided stakes shall not
28 begin until the stakes are approved by the Contracting Agency. Such
29 approval shall not relieve the Contractor of responsibility for the accuracy of
30 the stakes.

31
32 Stakes shall be marked in accordance with Standard Plan A10.10. When
33 stakes are needed that are not described in the Plans, then those stakes
34 shall be marked, at no additional cost to the Contracting Agency as ordered
35 by the Engineer.

Payment

36
37
38 Payment will be made for the following bid item when included in the
39 proposal:

40
41 "Roadway Surveying," lump sum.

42
43 The lump sum contract price for "Roadway Surveying" shall be full pay for
44 all labor, equipment, materials, and supervision utilized to perform the Work

SPECIAL PROVISIONS - Continued

specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

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

Delete this Section and replace it with the following:

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

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 therefor.

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

SPECIAL PROVISIONS - Continued

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.

SPECIAL PROVISIONS - Continued

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

4

5 **1-05.13 Superintendents, Labor and Equipment of Contractor** 6 *(August 14, 2013 APWA GSP)*

7

8 Delete the sixth and seventh paragraphs of this Section.

9

10 **1-05.15 Method of Serving Notices** 11 *(December 30, 2022 APWA GSP)*

12

13 Revise the second paragraph to read:

14

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

23

24 Add the following new section:

25

26 **1-05.16 Water and Power** 27 *(October 1, 2005 APWA GSP)*

28

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

32

33 Add the following new section:

34

35 **1-05.18 Record Drawings** 36 *(March 8, 2013 APWA GSP)*

37

38 The Contractor shall maintain one set of full size plans for Record Drawings,
39 updated with clear and accurate red-lined field revisions on a daily basis,
40 and within 2 business days after receipt of information that a change in Work
41 has occurred. The Contractor shall not conceal any work until the required
42 information is recorded.

43

44 This Record Drawing set shall be used for this purpose alone, shall be kept
45 separate from other Plan sheets, and shall be clearly marked as Record

SPECIAL PROVISIONS - Continued

Drawings. These Record Drawings shall be kept on site at the Contractor's field office, 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.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits 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

SPECIAL PROVISIONS - Continued

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ 500.00)	Lump Sum
--	----------

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-06 CONTROL OF MATERIAL

This Section is supplemented with the following:

Build America/Buy America

(June 6, 2023 WSDOT GSP, OPT2(A).GR1)

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.

SPECIAL PROVISIONS - Continued

- 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 certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-110 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

SPECIAL PROVISIONS - Continued

the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

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

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

1 State Retail Sales Taxes in the various unit bid item prices, or other contract
2 amounts, including those that the Contractor pays on the purchase of the
3 materials, equipment, or supplies used or consumed in doing the work.
4

5 **1-07.2(2) State Sales Tax — Rule 170**
6

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

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

27 Exception: The Contracting Agency will not add in sales tax for a payment
28 the Contractor or a subcontractor makes on the purchase or rental of tools,
29 machinery, equipment, or consumable supplies not integrated into the
30 project. Such sales taxes shall be included in the unit bid item prices or in
31 any other contract amount.
32

33 **1-07.2(3) Services**
34

35 The Contractor shall not collect retail sales tax from the Contracting Agency
36 on any contract wholly for professional or other services (as defined in
37 Washington State Department of Revenue Rules 138 and 244).
38
39

SPECIAL PROVISIONS - Continued

1-07.7 Load Limits

This Section is supplemented with the following:

(March 13, 1995 WSDOT GSP OPT6.GR1)

If the sources of materials provided by the Contractor necessitates 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

This Section is supplemented with the following:

(January 9, 2023 WSDOT GSP, OPT1.GR1)

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

1-07.11 Requirements for Nondiscrimination

This Section is Supplement with the following:

(October 3, 2022 WSDOT GSP, OPT1.GR1)

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.

SPECIAL PROVISIONS - Continued

2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

Timetable

Goal

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

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

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.

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:

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

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

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

1. As used in these specifications:

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

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

1 assisted construction contract shall apply the minority and female
2 goals established for the geographical area where the work is being
3 performed. The Contractor is expected to make substantially uniform
4 progress in meeting its goals in each craft during the period specified.
5

6 5. Neither the provisions of any collective bargaining agreement, nor
7 the failure by a union with whom the Contractor has a collective
8 bargaining agreement, to refer either minorities or women shall
9 excuse the Contractor's obligations under these specifications,
10 Executive Order 11246, or the regulations promulgated pursuant
11 thereto.
12

13 6. In order for the nonworking training hours of apprentices and trainees
14 to be counted in meeting the goals, such apprentices and trainees
15 must be employed by the Contractor during the training period, and
16 the Contractor must have made a commitment to employ the
17 apprentices and trainees at the completion of their training, subject
18 to the availability of employment opportunities. Trainees must be
19 trained pursuant to training programs approved by the U.S.
20 Department of Labor.
21

22 7. The Contractor shall take specific affirmative actions to ensure equal
23 employment opportunity. The evaluation of the Contractor's
24 compliance with these specifications shall be based upon its effort to
25 achieve maximum results from its action. The Contractor shall
26 document these efforts fully, and shall implement affirmative action
27 steps at least as extensive as the following:
28

29 a. Ensure and maintain a working environment free of
30 harassment, intimidation, and coercion at all sites, and in all
31 facilities at which the Contractor's employees are assigned to
32 work. The Contractor, where possible, will assign two or more
33 women to each construction project. The Contractor shall
34 specifically ensure that all foremen, superintendents, and
35 other on-site supervisory personnel are aware of and carry out
36 the Contractor's obligation to maintain such a working
37 environment, with specific attention to minority or female
38 individuals working at such sites or in such facilities.
39

40 b. Establish and maintain a current list of minority and female
41 recruitment sources, provide written notification to minority
42 and female recruitment sources and to community
43 organizations when the Contractor or its unions have
44 employment opportunities available, and maintain a record of
45 the organizations' responses.

SPECIAL PROVISIONS - Continued

- 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

SPECIAL PROVISIONS - Continued

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.

SPECIAL PROVISIONS - Continued

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group 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).

SPECIAL PROVISIONS - Continued

- 1 10. The Contractor shall not use the goals and timetables or affirmative
2 action standards to discriminate against any person because of race,
3 color, religion, sex, or national origin.
4
- 5 11. The Contractor shall not enter into any subcontract with any person
6 or firm debarred from Government contracts pursuant to Executive
7 Order 11246.
8
- 9 12. The Contractor shall carry out such sanctions and penalties for
10 violation of these specifications and of the Equal Opportunity Clause,
11 including suspensions, terminations and cancellations of existing
12 subcontracts as may be imposed or ordered pursuant to Executive
13 Order 11246, as amended, and its implementing regulations by the
14 Office of Federal Contract Compliance Programs. Any Contractor
15 who fails to carry out such sanctions and penalties shall be in
16 violation of these specifications and Executive Order 11246, as
17 amended.
18
- 19 13. The Contractor, in fulfilling its obligations under these specifications,
20 shall implement specific affirmative action steps, at least as
21 extensive as those standards prescribed in paragraph 7 of this
22 Special Provision, so as to achieve maximum results from its efforts
23 to ensure equal employment opportunity. If the Contractor fails to
24 comply with the requirements of the Executive Order, the
25 implementing regulations, or these specifications, the Director shall
26 proceed in accordance with 41 CFR 60-4.8.
27
- 28 14. The Contractor shall designate a responsible official to monitor all
29 employment related activity to ensure that the company EEO policy
30 is being carried out, to submit reports relating to the provisions hereof
31 as may be required by the government and to keep records. Records
32 shall at least include, for each employee, their name, address,
33 telephone numbers, construction trade, union affiliation if any,
34 employee identification number when assigned, social security
35 number, race, sex, status (e.g., mechanic, apprentice, trainee,
36 helper, or laborer), dates of changes in status, hours worked per
37 week in the indicated trade, rate of pay, and locations at which the
38 work was performed. Records shall be maintained in an easily
39 understandable and retrievable form; however, to the degree that
40 existing records satisfy this requirement, the Contractors will not be
41 required to maintain separate records.
42
- 43 15. Nothing herein provided shall be construed as a limitation upon the
44 application of other laws which establish different standards of
45 compliance or upon the application of requirements for the hiring of

SPECIAL PROVISIONS - Continued

1 local or other area residents (e.g., those under the Public Works
2 Employment Act of 1977 and the Community Development Block
3 Grant Program).

- 4
5 16. Additional assistance for Federal Construction Contractors on
6 contracts administered by Washington State Department of
7 Transportation or by Local Agencies may be found at:

8
9 Washington State Dept. of Transportation
10 Office of Equal Opportunity
11 PO Box 47314
12 310 Maple Park Ave. SE
13 Olympia WA
14 98504-7314
15 Ph: 360-705-7090
16 Fax: 360-705-6801
17 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
18

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

Disadvantaged Business Enterprise Participation

21
22 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR
23 Part 26 and USDOT's official interpretations (i.e., Questions & Answers)
24 apply to this Contract. Demonstrating compliance with these Specifications
25 is a Condition of Award (COA) of this Contract. Failure to comply with the
26 requirements of this Specification may result in your Bid being found to be
27 nonresponsive resulting in rejection or other sanctions as provided by
28 Contract.
29

DBE Abbreviations and Definitions

30
31
32
33 **Broker** – A business firm that provides a bona fide service,
34 such as professional, technical, consultant or managerial
35 services and assistance in the procurement of essential
36 personnel, facilities, equipment, materials, or supplies
37 required for the performance of the Contract; or,
38 persons/companies who arrange or expedite transactions.
39

40 **Certified Business Description** – Specific descriptions of
41 work the DBE is certified to perform, as identified in the
42 Certified Firm Directory, under the Vendor Information page.
43

44 **Certified Firm Directory** – A database of all Minority, Women,
45 and Disadvantaged Business Enterprises currently certified

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

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

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

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

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

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

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

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

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

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

DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: 19%

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 it's employees (e.g. paddles, hard hats, and vests).

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

Trucking

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

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

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

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

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

DBE Manufacturer and DBE Regular Dealer

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

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

SPECIAL PROVISIONS - Continued

Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

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

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

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

Disadvantaged Business Enterprise Utilization

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

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

SPECIAL PROVISIONS - Continued

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

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

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

Disadvantaged Business Enterprise Written Confirmation Document(s)

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

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

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

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

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

Selection of Successful Bidder/Good Faith Efforts (GFE)

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good

SPECIAL PROVISIONS - Continued

1 faith effort to achieve the DBE COA Goal. The Contracting Agency,
2 at any time during the selection process, may request a breakdown
3 of the bid items and amounts that are counted towards the overall
4 contract goal for any of the DBEs listed on the DBE Utilization
5 Certification.

6
7 Achieving the DBE COA Goal may be accomplished in one of two
8 ways:

9
10 1. By meeting the DBE COA Goal
11 Submission of the DBE Utilization Certification, supporting
12 DBE Written Confirmation Document(s) showing the Bidder
13 has obtained enough DBE participation to meet or exceed the
14 DBE COA Goal, the DBE Bid Item Breakdown and the DBE
15 Trucking Credit Form, if applicable.

16
17 2. By documentation that the Bidder made adequate GFE to
18 meet the DBE COA Goal
19 The Bidder may demonstrate a GFE in whole or part through
20 GFE documentation ONLY IN THE EVENT a Bidder's efforts
21 to solicit sufficient DBE participation have been unsuccessful.
22 The Bidder must supply GFE documentation in addition to the
23 DBE Utilization Certification, supporting DBE Written
24 Confirmation Document(s), the DBE Bid Item Breakdown form
25 and the DBE Trucking Credit Form, if applicable.

26
27 Note: In the case where a Bidder is awarded the contract based
28 on demonstrating adequate GFE, the advertised DBE COA
29 Goal will not be reduced. The Bidder shall demonstrate a
30 GFE during the life of the Contract to attain the advertised
31 DBE COA Goal.

32
33 GFE documentation, the DBE Bid Item Breakdown form, and the
34 DBE Trucking Credit Form, if applicable, shall be submitted as
35 specified in Section 1-02.9.

36
37 The Contracting Agency will review the GFE documentation and will
38 determine if the Bidder made an adequate good faith effort.

Good Faith Effort (GFE) Documentation

39
40 GFE is evaluated when:

41
42
43 1. Determining award of a Contract that has COA goal,
44

SPECIAL PROVISIONS - Continued

2. When a COA DBE is terminated and substitution is required, and

3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

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

1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.

3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work

SPECIAL PROVISIONS - Continued

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.

- 1 8. Documentation of GFE must include copies of each DBE and
2 non-DBE subcontractor quotes submitted to the Bidder when
3 a non-DBE subcontractor is selected over a DBE for Work on
4 the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi)
5 & App. A)
6

7 **Administrative Reconsideration of GFE Documentation**

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

- 11
- 12 • The Bidder must request within 48 hours of notification of
13 being nonresponsive or forfeit the right to reconsideration.
 - 14
 - 15 • The reconsideration decision on the adequacy of the Bidder's
16 GFE documentation shall be made by an official who did not
17 take part in the original determination.
 - 18
 - 19 • Only original GFE documentation submitted as a supplement
20 to the Bid shall be considered. The Bidder shall not introduce
21 new documentation at the reconsideration hearing.
 - 22
 - 23 • The Bidder shall have the opportunity to meet in person with
24 the official for the purpose of setting forth the Bidder's position
25 as to why the GFE documentation demonstrates a sufficient
26 effort.
 - 27
 - 28 • The reconsideration official shall provide the Bidder with a
29 written decision on reconsideration within five working days of
30 the hearing explaining the basis for their finding.
 - 31

32 **DBE Bid Item Breakdown**

33 The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT
34 Form 272-054) as specified in the Special Provisions for Section 1-
35 02.9, Delivery of Proposal.

36

37 **DBE Trucking Credit Form**

38 The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form
39 272-058), as specified in the Special Provisions for Section 1-02.9,
40 Delivery of Proposal.

41

42 Note: The DBE Trucking Credit Form is only required for a DBE
43 Firm listed on the DBE Utilization Certification as a
44 subcontractor for "Trucking" or "Hauling" and are performing
45 a part of a bid item. For example, if the item of Work is

1 Structure Excavation including Haul, and another firm is
2 doing the excavation and the DBE Trucking firm is doing the
3 haul, the form is required. For a DBE subcontractor that is
4 responsible for an entire item of work that may require some
5 use of trucks, the form is not required.
6

7 **Procedures between Award and Execution**

8 After Award and prior to Execution, the Contractor shall provide the
9 additional information described below. Failure to comply shall result
10 in the forfeiture of the Bidder's Proposal bond or deposit.
11

- 12 1. A list of all firms who submitted a bid or quote in attempt to
13 participate in this project whether they were successful or not.
14 Include the business name and mailing address.
15

16 Note: The firms identified by the Contractor may be contacted by
17 the Contracting Agency to solicit general information as
18 follows: age of the firm and average of its gross annual
19 receipts over the past three years.
20

21 **Procedures after Execution**

22
23 **Commercially Useful Function (CUF)**

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

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

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

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

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

UDBE/DBE/FSBE Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-

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

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

Joint Checking

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

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

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

1 Material costs paid by the Contractor directly to the material
2 supplier are not allowed. If proper procedures are not
3 followed or the Engineer determines that the arrangement
4 results in lack of independence for the DBE involved, no DBE
5 credit will be given for the DBE's participation as it relates to
6 the material cost.
7

8 **Prompt Payment**

9 Prompt payment to all subcontractors shall be in accordance
10 with Section 1-08.1. Prompt payment requirements apply to
11 progress payments as well as return of retainage.
12

13 **Subcontracts**

14 Prior to a DBE performing Work on the Contract, an executed
15 subcontract between the DBE and the Contractor shall be
16 submitted to the Engineer. The executed subcontracts shall
17 be submitted by email to the following email address
18

19 Olympic Region – ORegionOEO@wsdot.wa.gov
20

21 The prime contractor shall notify the Engineer in writing within
22 five calendar days of subcontract submittal.
23

24 **Reporting**

25 The Contractor and all subcontractors/suppliers/service
26 providers that utilize DBEs to perform work on the project,
27 shall maintain appropriate records that will enable the
28 Engineer to verify DBE participation throughout the life of the
29 project.
30

31 Refer to Section 1-08.1 for additional reporting requirements
32 associated with this contract.
33

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

35 The Contractor shall utilize the COA DBEs to perform the work and
36 supply the materials for which each is committed unless prior written
37 approval by the Engineer is received by the Contractor. The
38 Contractor shall not be entitled to any payment for work or material
39 completed by the Contractor or subcontractors that was committed
40 to be completed by the COA DBEs in the DBE Utilization Certification
41 form.
42

Owner Initiated Changes

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

Contractor Initiated Changes

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

Original Quantity Underruns

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

Contractor Proposed DBE Substitutions

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

DBE Termination

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

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

SPECIAL PROVISIONS - Continued

1 the Contractor of the reasons it objects to the termination of
2 its subcontract.

3
4 If the request for termination is approved, the Contractor is
5 required to substitute with another DBE to perform at least
6 the same amount of work as the DBE that was terminated (or
7 provide documentation of GFE). A plan to replace the COA
8 DBE Commitment amount shall be submitted to the Engineer
9 within 2 days of the approval of termination. The plan to
10 replace the Commitment shall provide the same detail as that
11 required in the DBE Utilization Certification.

12
13 The Contractor must have good cause to terminate a COA
14 DBE.

15
16 Good cause typically includes situations where the DBE
17 Subcontractor is unable or unwilling to perform the work of its
18 subcontract. Good cause may exist if:

- 19
20 • The DBE fails or refuses to execute a written contract.
- 21
22 • The DBE fails or refuses to perform the Work of its
23 subcontract in a way consistent with normal industry
24 standards.
- 25
26 • The DBE fails or refuses to meet the Contractor's
27 reasonable nondiscriminatory bond requirements.
- 28
29 • The DBE becomes bankrupt, insolvent, or exhibits
30 credit unworthiness.
- 31
32 • The DBE is ineligible to work on public works projects
33 because of suspension and debarment proceedings
34 pursuant to federal law or applicable State law.
- 35
36 • The DBE is ineligible to receive DBE credit for the type
37 of work involved.
- 38
39 • The DBE voluntarily withdraws from the project and
40 provides written notice of its withdrawal.
- 41
42 • The DBE's work is deemed unsatisfactory by the
43 Engineer and not in compliance with the Contract.
- 44

SPECIAL PROVISIONS - Continued

- 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

This Section is supplemented with the following:

(July 25, 2022 WSDOT GSP, OPT1.GR1)

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised July 5, 2022 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a

SPECIAL PROVISIONS - Continued

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.

1-07.17 Utilities and Similar Facilities

This Section is supplemented with the following:

(October 3, 2022 WSDOT GSP, OPT2.FR1)

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

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

Comcast and Lumen will adjust and/or relocate their junction boxes and pedestals as noted on the plans.

PSE will relocate gas services/mains as needed to avoid conflicts with the new utilities and retaining walls

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

SPECIAL PROVISIONS - Continued

1 The following addresses and telephone numbers of utility companies or
2 their Contractors that will be adjusting, relocating, replacing or constructing
3 utilities within the project limits are supplied for the Contractor's use:
4

Telephone Lumen Robert Bair 7850B Trafton Street, Bldg. B Lakewood, WA 98409 (253) 831-2059 rob.bair@CenturyLink.com	Water Mountain View Edgewood Water District Michael Craig (253) 863-7348 MikeC@mtvewater.com
Storm City of Edgewood Jeremy Metzler (253) 831-4266	Power Puget Sound Energy Michael Klapperich Michael.Klapperich@pse.com
Gas PSE Tony Fay 3130 South 38 th Street Tacoma, WA 98409 Cell (253) 213-2514 Tony.Fay@pse.com	Cable Comcast Michael Hougham (206) 793-1244 michael_hougham@comcast.com

5 6 **1-07.18 Public Liability and Property Damage Insurance**

7
8 Delete this section in its entirety, and replace it with the following:
9

10 **1-07.8(1) Insurance Provider Requirements**

11
12 This Section is supplemented with the following:
13

14 (March 9, 2023 WSDOT GSP, OPT1.2024.GR1)

15 Under no circumstances shall a wrap up policy be obtained, for either
16 initiating or maintaining coverage, to satisfy insurance requirements
17 for any policy required under this section. A wrap up policy is defined
18 as an insurance agreement or arrangement under which all the
19 parties working on a specified or designated project are insured
20 under one policy for liability arising out of that specified or designated
21 project.
22
23

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.

SPECIAL PROVISIONS - Continued

1 F. The Contractor shall not begin work under the Contract until the
2 required insurance has been obtained and approved by the
3 Contracting Agency
4

5 G. Failure on the part of the Contractor to maintain the insurance as
6 required shall constitute a material breach of contract, upon which
7 the Contracting Agency may, after giving five business days' notice
8 to the Contractor to correct the breach, immediately terminate the
9 Contract or, at its discretion, procure or renew such insurance and
10 pay any and all premiums in connection therewith, with any sums so
11 expended to be repaid to the Contracting Agency on demand, or at
12 the sole discretion of the Contracting Agency, offset against funds
13 due the Contractor from the Contracting Agency.
14

15 H. All costs for insurance shall be incidental to and included in the unit
16 or lump sum prices of the Contract and no additional payment will be
17 made.
18

1-07.18(2) Additional Insured

19
20

21 All insurance policies, with the exception of Workers Compensation, and of
22 Professional Liability and Builder's Risk (if required by this Contract) shall
23 name the following listed entities as additional insured(s) using the forms or
24 endorsements required herein:
25

- 26 • the Contracting Agency and its officers, elected officials, employees,
27 agents, and volunteers;
28

29 The above-listed entities shall be additional insured(s) for the full available
30 limits of liability maintained by the Contractor, irrespective of whether such
31 limits maintained by the Contractor are greater than those required by this
32 Contract, and irrespective of whether the Certificate of Insurance provided
33 by the Contractor pursuant to 1-07.18(4) describes limits lower than those
34 maintained by the Contractor.
35

36 For Commercial General Liability insurance coverage, the required
37 additional insured endorsements shall be at least as broad as ISO forms
38 CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed
39 operations.
40

1-07.18(3) Subcontractors

41
42

43 The Contractor shall cause each subcontractor of every tier to provide
44 insurance coverage that complies with all applicable requirements of the
45 Contractor-provided insurance as set forth herein, except the Contractor

SPECIAL PROVISIONS - Continued

1 shall have sole responsibility for determining the limits of coverage required
2 to be obtained by subcontractors.

3
4 The Contractor shall ensure that all subcontractors of every tier add all
5 entities listed in 1-07.18(2) as additional insureds, and provide proof of such
6 on the policies as required by that section as detailed in 1-07.18(2) using
7 an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing
8 operations and CG 20 37 10 01 for completed operations.

9
10 Upon request by the Contracting Agency, the Contractor shall forward to the
11 Contracting Agency evidence of insurance and copies of the additional
12 insured endorsements of each subcontractor of every tier as required in
13 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

14
15
16
17 The Contractor shall deliver to the Contracting Agency a Certificate(s) of
18 Insurance and endorsements for each policy of insurance meeting the
19 requirements set forth herein when the Contractor delivers the signed
20 Contract for the work. Failure of Contracting Agency to demand such
21 verification of coverage with these insurance requirements or failure of
22 Contracting Agency to identify a deficiency from the insurance
23 documentation provided shall not be construed as a waiver of Contractor's
24 obligation to maintain such insurance.

25
26 Verification of coverage shall include:

- 27
- 28 1. An ACORD certificate or a form determined by the Contracting
29 Agency to be equivalent.
 - 30
31 2. Copies of all endorsements naming Contracting Agency and all other
32 entities listed in 1-07.18(2) as additional insured(s), showing the
33 policy number. The Contractor may submit a copy of any blanket
34 additional insured clause from its policies instead of a separate
35 endorsement.
 - 36
37 3. Any other amendatory endorsements to show the coverage required
38 herein.
 - 39
40 4. A notation of coverage enhancements on the Certificate of Insurance
41 shall not satisfy these requirements – actual endorsements must be
42 submitted.
 - 43

44 Upon request by the Contracting Agency, the Contractor shall forward to the
45 Contracting Agency a full and certified copy of the insurance policy(s). If

1 Builders Risk insurance is required on this Project, a full and certified copy
2 of that policy is required when the Contractor delivers the signed Contract
3 for the work.
4

5 **1-07.18(5) Coverages and Limits**
6

7 The insurance shall provide the minimum coverages and limits set forth
8 below. Contractor's maintenance of insurance, its scope of coverage, and
9 limits as required herein shall not be construed to limit the liability of the
10 Contractor to the coverage provided by such insurance, or otherwise limit
11 the Contracting Agency's recourse to any remedy available at law or in
12 equity.
13

14 All deductibles and self-insured retentions must be disclosed and are
15 subject to approval by the Contracting Agency. The cost of any claim
16 payments falling within the deductible or self-insured retention shall be the
17 responsibility of the Contractor. In the event an additional insured incurs a
18 liability subject to any policy's deductibles or self-insured retention, said
19 deductibles or self-insured retention shall be the responsibility of the
20 Contractor.
21

22 **1-07.18(5)A Commercial General Liability**
23

24 Commercial General Liability insurance shall be written on coverage forms
25 at least as broad as ISO occurrence form CG 00 01, including but not limited
26 to liability arising from premises, operations, stop gap liability, independent
27 contractors, products-completed operations, personal and advertising
28 injury, and liability assumed under an insured contract. There shall be no
29 exclusion for liability arising from explosion, collapse or underground
30 property damage.
31

32 The Commercial General Liability insurance shall be endorsed to provide a
33 per project general aggregate limit, using ISO form CG 25 03 05 09 or an
34 equivalent endorsement.
35

36 Contractor shall maintain Commercial General Liability Insurance arising
37 out of the Contractor's completed operations for at least three years
38 following Substantial Completion of the Work.
39

40 Such policy must provide the following minimum limits:
41

42 \$1,000,000 Each Occurrence
43 \$2,000,000 General Aggregate
44 \$2,000,000 Products & Completed Operations Aggregate
45 \$1,000,000 Personal & Advertising Injury each offence

SPECIAL PROVISIONS - Continued

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

1-07.18(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 2 million 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.

1-07.23 Public Convenience and Safety

1-07.23 (1) Construction Under Traffic

This Section is supplemented with the following:

(February 6, 2023 WSDOT GSP, OPT5.FR1)

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

Chrisella Road East (36th Street East to 48th Street East) Road Closure Window:

The road may be closed to thru traffic until final paving is complete, as shown on the Plans. Provide detour as shown on the Plans. The road must be signed and remain open in one direction of travel for local traffic, garbage, deliveries, mail service and emergency traffic during the road closure.

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 6:00 p.m. outside the road closure window, on the day prior to a holiday or holiday weekend, and
4. Before 7:00 a.m. outside the road closure window, on the day after the holiday or holiday weekend.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 5 minutes at any

time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than 5 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 5-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 5-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.

SPECIAL PROVISIONS - Continued

1 Traffic control vehicles are excluded from the gross vehicle weight
2 requirement. If placing construction signs will restrict traveled lanes, then
3 the work will be permitted during the hours of allowable lane closures.
4

5 **Advance Notification**

6 The Contractor shall notify the Engineer in writing of any traffic impacts
7 related to lane closure, shoulder closure, sidewalk closure, or any
8 combination for the week by 12:00 p.m. (noon) Wednesday the week prior
9 to the stated impacts.
10

11 The Contractor shall notify the Engineer in writing ten working days in
12 advance of any traffic impacts related to full roadway closure, ramp closure,
13 or both.
14

15 The Contractor shall notify the Engineer in writing of any changes to the
16 stated traffic impacts a minimum of 48 hours prior to the traffic impacts.
17

18 **1-07.24 Rights of Way** 19 *(July 23, 2015 APWA GSP)* 20

21 Delete this Section and replace it with the following:
22

23 Street Right of Way lines, limits of easements, and limits of construction
24 permits are indicated in the Plans. The Contractor's construction activities
25 shall be confined within these limits, unless arrangements for use of private
26 property are made.
27

28 Generally, the Contracting Agency will have obtained, prior to bid opening,
29 all rights of way and easements, both permanent and temporary, necessary
30 for carrying out the work. Exceptions to this are noted in the Bid Documents
31 or will be brought to the Contractor's attention by a duly issued Addendum.
32

33 Whenever any of the work is accomplished on or through property other
34 than public Right of Way, the Contractor shall meet and fulfill all covenants
35 and stipulations of any easement agreement obtained by the Contracting
36 Agency from the owner of the private property. Copies of the easement
37 agreements may be included in the Contract Provisions or made available
38 to the Contractor as soon as practical after they have been obtained by the
39 Engineer.
40

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

SPECIAL PROVISIONS - Continued

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new Section:

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

Add the following new Section:

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

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;

SPECIAL PROVISIONS - Continued

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon 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

SPECIAL PROVISIONS - Continued

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)

This Section 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 (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

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

SPECIAL PROVISIONS - Continued

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(2)A Type A Progress Schedule *(December 30, 2022 APWA GSP)*

Revise this section to read:

The Contractor shall submit one copy 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.

SPECIAL PROVISIONS - Continued

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

This Section is supplemented with the following:

(March 13, 1995 WSDOT GSP, OPT8.FR1)

This project shall be physically completed within 90 working days.

(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 all partial or whole days 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.

SPECIAL PROVISIONS - Continued

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.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace this Section 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

SPECIAL PROVISIONS - Continued

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 \$500.00 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.

SPECIAL PROVISIONS - Continued

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

(March 13, 2012 APWA GSP)

Supplement this section with the following:

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

(December 30, 2022 APWA GSP)

This Section 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.

SPECIAL PROVISIONS - Continued

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.

SPECIAL PROVISIONS - Continued

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

12
13 If the Contractor fails, refuses, or is unable to sign and return the Final
14 Contract Voucher Certification or any other documentation required for
15 completion and final acceptance of the Contract, the Contracting Agency
16 reserves the right to establish a Completion Date (for the purpose of
17 meeting the requirements of RCW 60.28) and unilaterally accept the
18 Contract. Unilateral final acceptance will occur only after the Contractor has
19 been provided the opportunity, by written request from the Engineer, to
20 voluntarily submit such documents. If voluntary compliance is not achieved,
21 formal notification of the impending establishment of a Completion Date and
22 unilateral final acceptance will be provided by email with delivery
23 confirmation from the Contracting Agency to the Contractor, which will
24 provide 30 calendar days for the Contractor to submit the necessary
25 documents. The 30 calendar day period will begin on the date the email with
26 delivery confirmation is received by the Contractor. The date the Contracting
27 Agency unilaterally signs the Final Contract Voucher Certification shall
28 constitute the Completion Date and the final acceptance date (Section 1-
29 05.12). The reservation by the Contracting Agency to unilaterally accept the
30 Contract will apply to Contracts that are Physically Completed in
31 accordance with Section 1-08.5, or for Contracts that are terminated in
32 accordance with Section 1-08.10. Unilateral final acceptance of the
33 Contract by the Contracting Agency does not in any way relieve the
34 Contractor of their responsibility to comply with all Federal, State, tribal, or
35 local laws, ordinances, and regulations that affect the Work under the
36 Contract.

37
38 Payment to the Contractor of partial estimates, final estimates, and retained
39 percentages shall be subject to controlling laws.
40
41

SPECIAL PROVISIONS - Continued

1-09.9(1) Retainage

This Section including title is deleted and replaced with the following:

(June 27, 2011 WSDOT GSP)

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(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.

SPECIAL PROVISIONS - Continued

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

1-10.2 Traffic Control Management

This Section is supplemented with the following:

(November 2, 2022 WSDOT GSP, OPT1.GR1)

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).

SPECIAL PROVISIONS - Continued

1-10.2(1) General

This Section is supplemented with the following:

(October 3, 2022 WSDOT GSP, OPT1.GR1)

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://atssa.com/training>

Integrity Safety

13912 NE 20th Ave.

Vancouver, WA 98686

(360) 574-6071

<https://www.integritysafety.com>

US Safety Alliance

(904) 705-5660

<https://www.ussafetyalliance.com>

K&D Services Inc.

2719 Rockefeller Ave.

Everett, WA 98201

(800) 343-4049

<https://www.kndsolutions.net>

SPECIAL PROVISIONS - Continued

1 **1-10.4 Measurement**

2

3 **1-10.4(2) Item Bids with Lump Sum for Incidentals**

4

5 This Section is supplemented with the following:

6

7 (August 2, 2004 WSDOT GSP, OPT1.GR1)

8 The bid proposal does not contain the item "Project Temporary Traffic
9 Control," lump sum. The provisions of Section 1-10.4(2) shall apply.

DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP

2-01.1 Description

(*****)

This Section is supplemented with the following:

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

Within the construction area of Chrisella Road from 36th Street East to 48th Street East, and within the right-of-way, utility easements, and construction easements where required. The area to be cleared and grubbed shall extend to 1 foot beyond the improvements (i.e., toe of fill, top of cut slope, fence, sidewalk, pavement removal area, pavement, curb, etc.) unless indicated otherwise on the Plans. The Contractor shall coordinate with the Engineer to protect and leave in place those trees, landscaping, or other items specifically identified to be saved. Where such is required, the Contractor shall flag those trees, shrubs, etc., to identify to his workforce their need to be saved.

Existing landscaping, including but not limited to, rockeries, beauty bark, decorative gravel or rock, bushes, trees, and shrubbery within and/or adjacent to the work areas shall be protected from damage and/or removed and/or relocated as indicated on the Plans. The Contractor shall provide protection, removal, temporary or permanent relocation, watering, staking, etc., as directed by the Engineer.

Unless indicated otherwise on the Plans, the property owners shall be allowed to remove and/or relocate trees, shrubs, irrigation, wood headers, ornamental plants, and any other decorative landscaping materials within the work areas that they wish to save. The Contractor shall notify both verbally and in writing (by certified mail) all abutting property owners and allow them a minimum of two weeks from the date the property owner is notified for the property owner to remove landscaping within the work area. The Contractor shall submit a checklist to the Contracting Agency verifying notification of property owners of landscaping relocation requirements. The Contractor shall remove and wastehaul all such items not removed by the property owner. Prior to the removal of the landscaping materials, the Contractor must receive approval from the Engineer to begin this work.

If the Contractor removes or damages any existing vegetation, landscaping item or private irrigation system not designated for removal because of any act, omission, neglect or misconduct in the execution of

SPECIAL PROVISIONS - Continued

1 the work, such items shall be restored or replaced in kind by the
2 Contractor to a condition similar or equal to that existing before such
3 damage or removal occurred.
4

5 **2-01.2 Disposal of Usable Material and Debris**

6 (*****)
7

8 Delete the third paragraph of this Section and replace with the following:
9

10 Refuse and debris shall be loaded and hauled to a waste site secured by
11 the Contractor and shall be disposed of in such a manner as to meet all
12 requirements of state, county, and municipal regulations regarding health,
13 safety and public welfare.
14

15 **2-01.5 Payment**

16 (*****)
17

18 This Section is supplemented with the following:
19

20 The lump sum contract price for "Clearing and Grubbing" shall include all
21 costs associated with furnishing all labor, materials, tools, and equipment
22 for completion of clearing and grubbing as indicated on the Plans and
23 specified herein including, but not limited to, clearing and grubbing,
24 wastehaul, notification/coordination with property owners and Contracting
25 Agency, protecting landscaping to remain, restoration/replacement of
26 those items identified to be saved that are damaged by the Contractor,
27 and landscaping relocations as indicated on the Plans and specified
28 herein.
29

30 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

31 **2-02.1 Description**

32 (*****)
33
34

35 This Section is supplemented with the following:
36

37 This work also consists of removing, handling and disposing of deleterious
38 material or debris encountered during roadway, sidewalk, and trench
39 excavation or other work as indicated on the Plans within the Project site,
40 including, but not limited to, existing pipes, utility structures or
41 appurtenances, riprap, buried concrete including thrust blocks, concrete
42 footings and/or slabs, buried logs or debris, asphalt pavement, cement
43 concrete pavement, sidewalks, fences, landscaping items, rock walls,
44 guardrail, signs and any and all other structures and obstructions (unless
45 a separate bid item has been provided for this work). All salvageable

SPECIAL PROVISIONS - Continued

1 items shall be removed and delivered to the Contracting Agency unless
2 indicated otherwise on the Plans.

3

4 **2-02.3 Construction Requirements**

5 (*****)

6

7 This Section is supplemented with the following:

8

9 The removal of any existing improvements shall be conducted in such a
10 manner as not to damage utilities and any portion of the infrastructure that
11 is to remain in place. Any deviation in this matter will obligate the
12 Contractor at his own expense, to repair, replace or otherwise make
13 proper restoration to the satisfaction of the Contracting Agency.

14

15 When sawing of concrete or combinations of materials is required, the
16 depth of cut shall be as required to accomplish the intended purpose,
17 without damaging surfaces to be left in place and will be determined in the
18 field to the satisfaction of the Engineer.

19

20 Where the Plans call for the removal of a portion of an existing fence, the
21 Contractor shall furnish and install a new fence end post (and concrete
22 anchor) and attach or extend the existing fence that is to remain to the
23 new fence end post.

24

25 Unless otherwise indicated on the Plans or in the Special Provisions, all
26 structures, castings, pipe and other material of recoverable value removed
27 from the Project site shall be carefully salvaged and delivered to the
28 Owner of said utility items in good condition and in such order of salvage
29 as the Engineer may direct. Materials and other items deemed of no
30 value by the Engineer shall be promptly removed, loaded and
31 wastehauled by the Contractor and becomes his property, to be disposed
32 of at his discretion, in compliance with regulatory requirements.

33

34 Waste materials shall be loaded and hauled to a waste site secured by the
35 Contractor and shall be disposed of in such a manner as to meet all
36 requirements of state, county and municipal regulations regarding health,
37 safety and public welfare.

38

39 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters**

40 (*****)

41

42 This Section is supplemented with the following:

43

44 Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and
45 gutters shall be removed at the nearest construction joint where possible,

SPECIAL PROVISIONS - Continued

1 and removed and wastehauled as required for the construction of this
2 Project. Where directed by the Engineer, cement concrete curbs or curb
3 and gutter shall be saw-cut prior to removal. Existing pavement shall be
4 pre-cut before commencing excavation and shall be removed as required
5 for the construction.

6
7 Where shown on the Plans or where directed in the field by the Engineer,
8 the Contractor shall make a neat vertical saw-cut at the boundaries of the
9 area to be removed. Care shall be taken during sawcutting so as to
10 prevent damage to the existing asphalt concrete, or concrete, to remain in
11 place. Any pavement or concrete damaged by the Contractor outside the
12 area scheduled for removal due to the Contractor's operations or
13 negligence shall be repaired or replaced to the Contracting Agency's
14 satisfaction by the Contractor at no additional cost to the Contracting
15 Agency.

16
17 All cuts shall be continuous, full depth, and shall be made with saws
18 specifically equipped for this purpose. No skip cutting or jack hammering
19 will be allowed unless specifically approved otherwise in writing by the
20 Engineer.

21
22 Wheel cutting or jack hammering shall not be considered an acceptable
23 means of pavement "cutting," unless pre-approved in writing by the
24 Engineer. However, even if pre-approved as a method of cutting, no
25 payment will be made for this type of work, and it shall be included in the
26 various unit contract and lump sum prices listed in the Proposal.

27
28 The location of all pavement cuts shall be pre-approved by the Engineer in
29 the field before cutting commences.

30
31 All water and slurry material resulting from sawcutting operations shall not
32 be allowed to enter the storm drainage or sanitary sewer system and shall
33 be removed from the site and disposed of in accordance with the
34 Washington State Department of Ecology regulations.

35 36 **2-02.5 Payment**

37 **(*****)**

38
39 This Section is supplemented with the following:

40
41 All costs for sawcutting as indicated in the Plans and as may be
42 additionally necessary to construct the Project shall be included in the unit
43 contract and lump sum prices as listed in the Proposal. No additional or
44 separate payment will be made for sawcutting.

SPECIAL PROVISIONS - Continued

The lump sum contract price for "Removal of Structure and Obstruction" shall be full compensation for furnishing all tools, labor, equipment, materials, and incidentals necessary for removing, loading, hauling, relocating, disposing of, and/or delivering items as noted herein and directed in the field by the Resident Inspector, to include but not limited to, fees and permits related to disposal. It shall also include furnishing and installing new fence end posts (and concrete anchors), and attaching said end posts to the existing fence that is to remain in place.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

(*****)

This Section is supplemented with the following:

This work also includes wet weather and wet condition earthwork measures.

2-03.3 Construction Requirements

(*****)

This Section is supplemented with the following:

The following items shall be followed if earthwork is to be performed in wet weather or in wet conditions:

1. Earthwork shall be performed in small sections to minimize exposure to wet weather. Excavation or the removal of unsuitable soil shall be followed immediately by the placement and compaction of a suitable thickness (generally eight inches or less) of clean structural fill. The size and/or type of construction equipment shall be selected as required to prevent soil disturbance. In some instances, it may be necessary to limit equipment size to minimize subgrade disturbance caused by equipment traffic.
2. During wet weather conditions, the allowable fines content of the gravel borrow shall be reduced to no more than 5 percent by weight based on the portion passing the 3/4-inch sieve. The sand equivalent shall be 50 percent minimum.
3. The ground surface in the construction area shall be graded to promote the rapid runoff of surface water and to prevent ponding of water.

SPECIAL PROVISIONS - Continued

4. No soil should be left uncompacted and exposed to moisture. A smooth drum vibratory roller, or equivalent, shall be used to seal the ground surface.

5. Excavation and placement of fill or backfill material will be observed by the Engineer, to determine that all work is being accomplished in accordance with the project specifications.

2-03.3(7)B Haul

(*****)

Delete this Section and replace it with the following:

There shall be no separate payment for haul of excess or unsuitable excavated material, or debris to the Contractor provided disposal site. The Contracting Agency is not providing a disposal site for this Project. All costs for haul shall be included in the bid prices for other work.

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

(*****)

Delete the first paragraph and replace it with the following:

The Contractor shall arrange for the disposal of the excess or unsuitable excavated material, or other materials at no expense to the Contracting Agency.

2-03.3(10) Selected Material

(*****)

Delete the second paragraph and insert the following in its place:

Direct Hauling. If it is practical, the Contractor shall haul selected material immediately from the excavation to its final place on the Roadbed. The Contracting Agency will pay for such Work at the unit Contract price for "Excavation, Embankment and Grading, Incl. Haul."

Delete the fifth paragraph and insert the following in its place:

There will be not additional payment for hauling, handling and stockpiling selected materials.

2-03.3(12) Overbreak

Delete the last sentence in this Section.

SPECIAL PROVISIONS - Continued

2-03.4 Measurement

(*****)

Delete all paragraphs under this Section and replace with the following:

Only one determination of the original ground elevation will be made on this project. Measurement for Roadway Excavation, Incl. Haul 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 original survey notes will be made available for the successful bidder's inspection if the Contract is awarded.

Measurement for Roadway Excavation, Incl. Haul will be per cubic yard of excavation to the "neat lines" shown on the Plans.

Measurement of Gravel Borrow, Incl. Haul will be per ton.

Measurement of Unsuitable Foundation Excavation, Incl. Haul will be per cubic yard, as field measured in the excavated area (not truck measurement).

2-03.5 Payment

(*****)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1 for each of the following bid items that are included in the Proposal:

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

The unit contract price per cubic yard for "Roadway Excavation, Incl. Haul" shall be full pay for all materials, tools, labor, and equipment necessary for excavation to the grade lines shown including, but not limited to, haul,

SPECIAL PROVISIONS - Continued

1 stockpiling, embankment construction with suitable excavated material,
2 placing, shaping, and grading per Section 2-03, Subgrade Preparation per
3 Section 2-06, Watering per Section 2-07, compacting, loading, hauling to
4 waste and disposing of all excess or unsuitable material, including logs,
5 rocks, cobbles, etc. The unit contract price shall also include all costs
6 required to uniformly grade and clean existing and/or new ditches to drain
7 to existing and/or proposed drainage structures and the earthwork
8 required for construction of driveways.
9

10 The unit contract price shall also include all costs required to remove and
11 wastehaul existing asphalt and/or concrete pavement, sidewalks, curbs
12 and gutters located within the "neat lines" shown. All other existing
13 pavement, sidewalks, curb and gutter, storm drainage structures,
14 abandoned utilities, and other such structures intended to be removed for
15 the installation of the proposed improvements shall be paid under the
16 contract item "Removal of Structure and Obstruction."
17

18 In the event the Contractor overcuts a street, due to his oversight or error,
19 the structural fill material (as approved by Contracting Agency) and
20 compaction required to bring the roadway section back to subgrade
21 elevation shall be furnished and accomplished at his sole expense, as no
22 additional payment will be due the Contractor for this work.
23

24 Should solid rock be encountered, the excavation, removal and wastehaul
25 will be paid by change order per Section 1-04.4. Boulders or broken rock
26 less than 2 cubic yards in volume will not be classified as solid rock, nor
27 will so called "hard-pan" or cemented gravel, even though it may be
28 advantageous to use explosives in its removal.
29

30 "Gravel Borrow, Incl. Haul," per ton.
31

32 The unit contract price per ton for "Gravel Borrow, Incl. Haul" shall be full
33 pay for all costs relative to furnishing, hauling, placing, shaping and
34 compacting the gravel borrow material, as indicated on the Plans, and as
35 otherwise required and approved in the field by the Engineer.
36

37 "Unsuitable Foundation Excavation, Incl. Haul," per cubic yard.
38

39 In the event that the Engineer directs and authorizes the Contractor to
40 excavate unsuitable material below design subgrade, then this additional
41 excavation, to include excavating, loading, wastehauling and disposal of
42 the material shall be measured and paid at the unit contract price per
43 cubic yard for "Unsuitable Foundation Excavation, Incl. Haul."
44

SPECIAL PROVISIONS - Continued

2-04 HAUL

2-04.1 Description

(*****)

This Section is supplemented with the following:

If the sources of materials provided by the Contractor necessitates hauling over any public roads, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes. No separate monies will be due the Contractor for this work.

2-06 SUBGRADE PREPARATION

2-06.3(1) Subgrade for Surfacing

(*****)

This Section is supplemented with the following:

9. The grading shall be completed at least 300 feet ahead of the placing of gravel borrow or crushed surfacing base material.

2-07 WATERING

2-07.3 Construction Requirements

(*****)

This Section is supplemented with the following:

During construction, the Contractor shall have dedicated to the Project a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job and failure to use a water truck for dust control shall be adequate reason for the Engineer to issue a suspension of work.

Water for this Project may be obtained from the Mountain View Water District (District). A hydrant permit will be required to be secured by the Contractor for any necessary water.

Water will be provided at the convenience of the District and shall be used sparingly and not wasted. The District reserves the right to control the location and use of water based on the District's own needs.

SPECIAL PROVISIONS - Continued

2-07.5 Payment

(*****)

This Section is supplemented with the following:

The cost for all water permit(s), and furnishing and placing water shall be included in the unit contract price for "Roadway Excavation, Incl. Haul."

2-09 STRUCTURE EXCAVATION

2-09.3(1) General Requirements

(*****)

This Section is supplemented with the following:

When any Work is being considered by the Contractor in the vicinity of an existing utility, the Contractor shall so inform an authority of the particular utility in ample time so that the utility involved and the Contractor may take any precautions necessary to facilitate construction in the vicinity of the utility, and thereby protect that particular utility from damage.

Protecting and Maintaining Utility Service

The Contractor shall protect and maintain the operational service of existing utility systems in a continuous manner as possible. The Contractor shall have the approval from the Engineer and notification shall be given to the Contracting Agency before any disruptions of service in existing utilities will be allowed. The Contractor shall comply with all the conditions established by the Engineer and the Contracting Agency. The Contractor shall give the utility owner a minimum notice of 48 hours before disrupting any planned service interruption. No planned interruption to an existing system shall be allowed on Fridays, weekends, or holidays, unless specifically agreed to in writing by the Contracting Agency. Where services are to be shut down, affected parties shall be notified in writing by the Contractor (i.e., door hangers) at least 48 hours and not more than 72 hours in advance of the time and period of shut down. The Contractor shall make every effort to keep shut down schedules to periods of anticipated minimum usage and for the least period of time.

Where the construction crosses or is adjacent to existing utilities, the Contractor shall exercise extreme care to protect such utilities from damage. Additionally, the Contractor shall review the Plans, the project site and familiarize himself with the various utilities and plan his construction activities in recognition that the very close proximity of existing utilities to the proposed work will adversely affect production rates

SPECIAL PROVISIONS - Continued

of installation of the various planned improvements. The Contractor is hereby advised and cautioned that the location of existing utilities will be cause for considerable and extreme care and due diligence on the part of the Contractor. As such, work production rates are anticipated to be significantly impacted by their presence and normal production rates should not be anticipated, during construction by the Contractor for work in these areas. The Contractor shall anticipate minor alignment adjustments will also be required to accommodate the installation of utilities.

2-09.3(1)E Backfilling

(*****)

This Section is supplemented with the following:

Where existing and/or proposed ground contours prevent a minimum of 24 inches of cover above "flexible" storm pipe or where utility crossings necessitate, the Contracting Agency may direct the Contractor to install a controlled density fill encasement for the pipe. The encasement shall be constructed in accordance with the Plans and/or as directed in the field by the Contracting Agency. Material for encasement shall be controlled density fill per Section 2-09.3(1)E of the Standard Specifications. The pipe shall be securely held in place until the material has "set." Trenches located within roadways/drives shall be protected with H-20 steel plates, or Contracting Agency-approved equal, while the material sets.

2-09.3(5) Locating Utilities (New Section)

(*****)

A reasonable attempt has been made to locate known existing utilities; however, the exact location, and/or depth is unknown in most instances. It shall be the responsibility of the Contractor to locate existing utilities, to include their respective depths.

The Contractor shall provide field exploration through vacuum excavation, potholing or other suitable means to locate more precisely existing underground utilities as to location and depth. The Contractor shall decide on the difficulties to be encountered in constructing the project, and determine therefrom the extent of exploration required to expedite the construction to first prevent damage to those utilities, and secondly to determine if the new construction is to go around, over or under the existing utility. Where underground utilities are found to be in the way of construction, such condition shall not be deemed to be a changed or differing site condition, and if necessary, minor pipe alignment or grade will be modified at no additional cost to the Contracting Agency. At a minimum, potholing will be required at all utility interties prior to trench excavation for connections and at all major utility crossings, and potential conflicts noted by

SPECIAL PROVISIONS - Continued

1 underground location notification as may be directed by the Engineer. See
2 Contract Plans for additional specific locations.

4 **2-09.4 Measurement**

5 (*****)

7 This Section is supplemented with the following:

9 Measurement for potholing will be per each pothole location excavated, as
10 approved by the Engineer.

12 Measurement for controlled density fill will be per cubic yard, measured in
13 place.

15 No specific unit of measurement shall apply to the lump sum item of locate
16 existing utilities.

18 **2-09.5 Payment**

19 (*****)

21 Delete all paragraphs under this Section and replace with the following:

23 Payment will be made in accordance with Section 1-04.1 for each of the
24 following bid items that are included in the Proposal.

26 "Controlled Density Fill," per cubic yard.

28 The unit contract price per cubic yard for "Controlled Density Fill" shall be
29 full pay for furnishing all labor, tools, equipment, and materials to furnish
30 and install the placement of the controlled density fill as indicated on the
31 Plans and specified herein including, but not limited to, pipe encasements,
32 pipe plugging or trench backfill.

34 "Locate Existing Utilities," per lump sum.

36 The lump sum contract price for "Locate Existing Utilities" shall be full
37 compensation for all costs incurred by the Contractor in performing the
38 work. This bid item shall be paid proportionate to the installation of all
39 utilities, complete and in place.

SPECIAL PROVISIONS - Continued

1 “Pothole,” per each.

2

3 The unit contract price per each for “Pothole” shall be full compensation
4 for all costs incurred by the Contractor in excavating, vactoring, measuring
5 and recording, the depth of cover to utility, recording the utility material
6 type, recording the diameter of utility, transmitting the pothole data to the
7 Contracting Agency, and backfilling pothole locations where shown on the
8 Plans or directed by the Contracting Agency.

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

1 **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

2

3 **3-01.2 Material Sources, General Requirement**

4

5 **3-01.2(1) Approval of Source**

6 (*****)

7

8 This Section is supplemented with the following:

9

10 The Contractor is responsible for all costs associated with approval of the
11 material source.

DIVISION 4

BASES

1 **4-04 BALLAST AND CRUSHED SURFACING**

2
3 **4-04.4 Measurement**

4 (*****)

5
6 Delete the last sentence in this Section and replace with the following:

7
8 No measurement will be made for water used in placing and compacting
9 surfacing materials.

10
11 **4-04.5 Payment**

12 (*****)

13
14 This Section is supplemented with the following:

15
16 The unit contract prices for the various types of ballast, structural fill,
17 crushed surfacing base course, and crushed surfacing top course materials
18 shall include all costs for obtaining the materials, hauling the materials to
19 the site, stockpiling, spreading, grading, shaping, moisture conditioning,
20 compacting, and all other incidentals, complete, in place. Asphalt grindings
21 are not subject to reimbursement under any of these bid items.

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

1 **5-04 HOT MIX ASPHALT**

2 (*****)

3
4 Delete this entire section with the exception of 5-04.2(1), and replace it with the
5 following:

6
7 **5-04.1 Description**

8
9 This Work shall consist of providing and placing one or more layers of plant-
10 mixed hot mix asphalt (HMA) on a prepared foundation or base in
11 accordance with these Specifications and the lines, grades, thicknesses,
12 and typical cross-sections shown in the Plans. The manufacture of HMA
13 may include warm mix asphalt (WMA) processes in accordance with these
14 Specifications. WMA processes include organic additives, chemical
15 additives, and foaming.

16
17 This work also consists of adjusting castings to grade, furnishing and
18 installing temporary HMA per the details in the Contract Plans.

19
20 HMA shall be composed of asphalt binder and mineral materials as may
21 be required, mixed in the proportions specified to provide a homogeneous,
22 stable, and workable mixture.

23
24 **5-04.2 Materials**

25
26 Materials shall meet the requirements of the following sections:

27

28 Asphalt Binder	9-02.1(4)
29 Cationic Emulsified Asphalt	9-02.1(6)
30 Anti-Stripping Additive	9-02.4
31 HMA Additive	9-02.5
32 Aggregates	9-03.8
33 Recycled Asphalt Pavement	9-03.8(3)B
34 Mineral Filler	9-03.8(5)
35 Recycled Material	9-03.21
36 Portland Cement	9-01
37 Sand	9-03.1(2).
38 (As noted in 5-04.3(5)C for crack sealing)	
39 Joint Sealant	9-04.2
40 Foam Backer Rod	9-04.2(3)A

41

42 The Contract documents may establish that the various mineral materials
43 required for the manufacture of HMA will be furnished in whole or in part by
44 the Contracting Agency. If the documents do not establish the furnishing of
45 any of these mineral materials by the Contracting Agency, the Contractor

SPECIAL PROVISIONS - Continued

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(2) Mix Design – Obtaining Project Approval

ESALs

The number of ESALs for the design and acceptance of the HMA shall be 0.3 to <3 million.

Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.

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.

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 degrees F	45 degrees F
0.10 to .20	45 degrees F	35 degrees F
More than 0.20	35 degrees F	35 degrees F

5-04.3(2) Paving Under Traffic

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

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

- 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

SPECIAL PROVISIONS - Continued

1 circulating system for the asphalt binder shall be designed to ensure
2 proper and continuous circulation during the operating period. A
3 valve for the purpose of sampling the asphalt binder shall be placed
4 in either the storage tank or in the supply line to the mixer.
5

- 6 2. **Thermometric Equipment** – An armored thermometer, capable of
7 detecting temperature ranges expected in the HMA mix, shall be
8 fixed in the asphalt binder feed line at a location near the charging
9 valve at the mixer unit. The thermometer location shall be convenient
10 and safe for access by Inspectors. The plant shall also be equipped
11 with an approved dial-scale thermometer, a mercury actuated
12 thermometer, an electric pyrometer, or another approved
13 thermometric instrument placed at the discharge chute of the drier to
14 automatically register or indicate the temperature of the heated
15 aggregates. This device shall be in full view of the plant operator.
16

- 17 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder
18 shall not exceed the maximum recommended by the asphalt binder
19 manufacturer nor shall it be below the minimum temperature
20 required to maintain the asphalt binder in a homogeneous state. The
21 asphalt binder shall be heated in a manner that will avoid local
22 variations in heating. The heating method shall provide a continuous
23 supply of asphalt binder to the mixer at a uniform average
24 temperature with no individual variations exceeding 25 degrees F.
25 Also, when a WMA additive is included in the asphalt binder, the
26 temperature of the asphalt binder shall not exceed the maximum
27 recommended by the manufacturer of the WMA additive.
28

- 29 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall
30 be equipped with a mechanical sampler for the sampling of the
31 mineral materials. The mechanical sampler shall meet the
32 requirements of Section 1-05.6 for the crushing and screening
33 operation. The Contractor shall provide for the setup and operation
34 of the field testing facilities of the Contracting Agency as provided for
35 in Section 3-01.2(2).
36

- 37 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by
38 one of the following methods:
39

- 40 a. A mechanical sampling device attached to the HMA plant.
41
42 b. Platforms or devices to enable sampling from the hauling
43 vehicle without entering the hauling vehicle.
44
45

1 **5-04.3(3)B Hauling Equipment**

2
3 Trucks used for hauling HMA shall have tight, clean, smooth metal beds
4 and shall have a cover of canvas or other suitable material of sufficient size
5 to protect the mixture from adverse weather. Whenever the weather
6 conditions during the work shift include, or are forecast to include,
7 precipitation or an air temperature less than 45 degrees F or when time from
8 loading to unloading exceeds 30 minutes, the cover shall be securely
9 attached to protect the HMA.

10
11 The Contractor shall provide an environmentally benign means to prevent
12 the HMA mixture from adhering to the hauling equipment. Excess release
13 agent shall be drained prior to filling hauling equipment with HMA.
14 Petroleum derivatives or other coating material that contaminate or alter the
15 characteristics of the HMA shall not be used. For live bed trucks, the
16 conveyer shall be in operation during the process of applying the release
17 agent.

18
19 **5-04.3(3)C Pavers**

20
21 HMA pavers shall be self-contained, power-propelled units, provided with
22 an internally heated vibratory screed and shall be capable of spreading and
23 finishing courses of HMA plant mix material in lane widths required by the
24 paving section shown in the Plans.

25
26 The HMA paver shall be in good condition and shall have the most current
27 equipment available from the manufacturer for the prevention of
28 segregation of the HMA mixture installed, in good condition, and in working
29 order. The equipment certification shall list the make, model, and year of
30 the paver and any equipment that has been retrofitted.

31
32 The screed shall be operated in accordance with the manufacturer's
33 recommendations and shall effectively produce a finished surface of the
34 required evenness and texture without tearing, shoving, segregating, or
35 gouging the mixture. A copy of the manufacturer's recommendations shall
36 be provided upon request by the Contracting Agency. Extensions will be
37 allowed provided they produce the same results, including ride, density, and
38 surface texture as obtained by the primary screed. Extensions without
39 augers and an internally heated vibratory screed shall not be used in the
40 Traveled Way.

41
42 When specified in the Contract, reference lines for vertical control will be
43 required. Lines shall be placed on both outer edges of the Traveled Way of
44 each Roadway. Horizontal control utilizing the reference line will be
45 permitted. The grade and slope for intermediate lanes shall be controlled

1 automatically from reference lines or by means of a mat referencing device
2 and a slope control device. When the finish of the grade prepared for paving
3 is superior to the established tolerances and when, in the opinion of the
4 Engineer, further improvement to the line, grade, cross-section, and
5 smoothness can best be achieved without the use of the reference line, a
6 mat referencing device may be substituted for the reference line.
7 Substitution of the device will be subject to the continued approval of the
8 Engineer. A joint matcher may be used subject to the approval of the
9 Engineer. The reference line may be removed after the completion of the
10 first course of HMA when approved by the Engineer. Whenever the
11 Engineer determines that any of these methods are failing to provide the
12 necessary vertical control, the reference lines will be reinstalled by the
13 Contractor.

14
15 The Contractor shall furnish and install all pins, brackets, tensioning
16 devices, wire, and accessories necessary for satisfactory operation of the
17 automatic control equipment.

18
19 If the paving machine in use is not providing the required finish, the
20 Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or
21 solvent type liquids spilled on the pavement shall be thoroughly removed
22 before paving proceeds.

23
24 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

25
26 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the
27 Engineer's approval, unless otherwise required by the contract.

28
29 Where an MTD/V is required by the contract, the Engineer may approve
30 paving without an MTD/V, at the request of the Contractor. The Engineer
31 will determine if an equitable adjustment in cost or time is due.

32
33 When used, the MTD/V shall mix the HMA after delivery by the hauling
34 equipment and prior to laydown by the paving machine. Mixing of the HMA
35 shall be sufficient to obtain a uniform temperature throughout the mixture.
36 If a windrow elevator is used, the length of the windrow may be limited in
37 urban areas or through intersections, at the discretion of the Engineer.

38
39 To be approved for use, an MTV:

- 40
41 1. Shall be self-propelled vehicle, separate from the hauling vehicle or
42 paver.
43
44 2. Shall not be connected to the hauling vehicle or paver.
45

SPECIAL PROVISIONS - Continued

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 Treated Surfaces for HMA

A treated surface includes cement concrete, asphalt concrete, brick, seal coat, bituminous surface treatment and cement treated base. When the treated surface 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.

SPECIAL PROVISIONS - Continued

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

4
5 Compaction of preleveling HMA shall be to the satisfaction of the Engineer
6 and may require the use of small steel wheel rollers, plate compactors, or
7 pneumatic rollers to avoid bridging across preleveled areas by the
8 compaction equipment. Equipment used for the compaction of preleveling
9 HMA shall be approved by the Engineer.

10
11 Before construction of HMA on an existing paved surface, the entire surface
12 of the pavement shall be clean. All fatty asphalt patches, grease drippings,
13 and other objectionable matter shall be entirely removed from the existing
14 pavement.

15
16 All treated surfaces over which HMA is to be placed shall be thoroughly
17 cleaned of dust, soil, pavement grindings, and other foreign matter. All holes
18 and small depressions shall be filled with an appropriate class of HMA.
19 The surface of the patched area shall be leveled and compacted thoroughly.
20 Prior to the application of tack coat, or paving, the condition of the surface
21 shall be approved by the Engineer.

22
23 A tack coat of asphalt shall be applied to all treated surfaces on which any
24 course of HMA is to be placed or abutted. Tack coat shall be uniformly
25 applied to cover the treated surface with a thin film of residual asphalt free
26 of streaks and bare spots at a rate between 0.02 and 0.10 gallons per
27 square yard of retained asphalt. The rate of application shall be approved
28 by the Engineer. A heavy application of tack coat shall be applied to all
29 joints. For Roadways open to traffic, the application of tack coat shall be
30 limited to surfaces that will be paved during the same working shift. The
31 spreading equipment shall be equipped with a thermometer to indicate the
32 temperature of the tack coat material.

33
34 Equipment shall not operate on tacked surfaces until the tack has broken
35 and cured. If the Contractor's operation damages the tack coat it shall be
36 repaired prior to placement of the HMA.

37
38 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1
39 and CSS-1h emulsified asphalt may be diluted once with water at a rate not
40 to exceed one part water to one part emulsified asphalt. The tack coat shall
41 have sufficient temperature such that it may be applied uniformly at the
42 specified rate of application and shall not exceed the maximum temperature
43 recommended by the emulsified asphalt manufacturer.

44
45

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 1/4 inch in width and greater.

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

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

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

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

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

1. Cracks 1/4 inch to 1 inch in width – fill with hot pressure fed sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Pressure Fed 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

1 manufacturer's product information and recommendations to the Engineer
2 prior to the start of work, including the manufacturer's recommended
3 heating time and temperatures, allowable storage time and temperatures
4 after initial heating, allowable reheating criteria, and application temperature
5 range. Confine hot poured sealant material within the crack. Clean any
6 overflow of sealant from the pavement surface. If, in the opinion of the
7 Engineer, the Contractor's method of sealing the cracks with hot pressure
8 fed sealant results in an excessive amount of material on the pavement
9 surface, stop and correct the operation to eliminate the excess material.
10 Pouring sealant is not an acceptable method.

11
12 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

13
14 In areas where HMA will be placed, use sand slurry to fill the cracks.

15
16 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

17
18 In areas where HMA will not be placed, fill the cracks as follows:

- 19
20 a. Cracks 1/4 inch to 1 inch in width - fill with hot pressure fed sealant.
21
22 b. Cracks greater than 1 inch in width – fill with sand slurry.

23
24 **5-04.3(4)B Vacant**

25
26 **5-04.3(4)C Pavement Repair**

27
28 The Contractor shall excavate pavement repair areas and shall backfill
29 these with HMA in accordance with the details shown in the Plans and as
30 marked in the field. The Contractor shall conduct the excavation operations
31 in a manner that will protect the pavement that is to remain. Pavement not
32 designated to be removed that is damaged as a result of the Contractor's
33 operations shall be repaired by the Contractor to the satisfaction of the
34 Engineer at no cost to the Contracting Agency. The Contractor shall
35 excavate only within one lane at a time unless approved otherwise by the
36 Engineer. The Contractor shall not excavate more area than can be
37 completely finished during the same shift, unless approved by the Engineer.

38
39 Unless otherwise shown in the Plans or determined by the Engineer,
40 excavate to a depth of 1.0 feet. The Engineer will make the final
41 determination of the excavation depth required. The minimum width of any
42 pavement repair area shall be 40 inches unless shown otherwise in the
43 Plans. Before any excavation, the existing pavement shall be sawcut or
44 shall be removed by a pavement grinder. Excavated materials will become
45 the property of the Contractor and shall be disposed of in a Contractor-

SPECIAL PROVISIONS - Continued

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(4)D Temporary HMA and Temporary Cold Mix

During the course of construction, it may be necessary to provide improved temporary vehicle and/or pedestrian access within the project limits. Such temporary access shall be provided by temporarily patching trench crossings or other areas with temporary HMA, until such time as the permanent surface restoration is installed. Locations shall include those areas specifically indicated on the Plans, directed by the Engineer or as further specified herein. This material will be furnished, placed, compacted, and removed and wastehailed at various locations throughout the project. The trenches and/or subgrade shall be thoroughly compacted and brought to a smooth grade prior to placing the material. It shall be placed, maintained (daily), and removed and wastehailed by the Contractor. Typical compacted depth will be 4 inches. Temporary HMA shall also be used around castings, after grinding, to provide a transition until final lift of HMA paving is installed.

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

SPECIAL PROVISIONS - Continued

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 degrees 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

SPECIAL PROVISIONS - Continued

1	HMA Class 3/4" and HMA Class 1/2" wearing course	0.30 feet
2	HMA Class 3/4" and HMA Class 1/2" other courses	0.35 feet
3	HMA Class 3/8" wearing course	0.25 feet
4	HMA Class 3/8" other courses	0.30 feet

5

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

9

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

16

17 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

18

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

24

25 **5-04.3(9) HMA Mixture Acceptance**

26

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

29

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

32

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

40

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

45

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall conform to the following tolerances:

Aggregate Percent Passing	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%
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the tolerance limits for sieves designated as 100 percent passing will be 99-100.

1. **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 1-1/2", 1", 3/4", 1/2", 3/8", 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.

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The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field. The Engineer will provide the Composite Pay Factor (CPF) of the completed sublots after three sublots have been tested. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor.

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 JMF placed. Only one lot per JMF is expected. A sublot shall be equal to one day’s production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1,200 tons.

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO 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:

SPECIAL PROVISIONS - Continued

- 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.

The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field.

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: 1-1/2", 1", 3/4", 1/2", 3/8" 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 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

SPECIAL PROVISIONS - Continued

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.

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.

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 degrees 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, with a maximum of 15 sublots per lot; the

SPECIAL PROVISIONS - Continued

final lot for a mix design may be increased to 25 sublots. Sublots will be uniform in size with a maximum subplot size based on original Plan quantity tons of HMA as specified in the table below. 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 Original Plan Quantity (tons)	Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

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

1 placement and the CPF is greater than or equal to 0.75, compensation for
2 the rejected material will be at the calculated CPF with an addition
3 of 25 percent of the unit Contract price added for the cost of removal and
4 disposal.

5
6 **5-04.3(11)D Rejection – A Partial Sublot**
7

8 In addition to the random acceptance sampling and testing, the Engineer
9 may also isolate from a normal sublot any material that is suspected of
10 being defective in relative density, gradation or asphalt binder content. Such
11 isolated material will not include an original sample location. A minimum of
12 three random samples of the suspect material will be obtained and tested.
13 The material will then be non-statistically evaluated as an independent lot
14 in accordance with Section 5-04.3(9)C4.
15

16 **5-04.3(11)E Rejection – An Entire Sublot**
17

18 An entire sublot that is suspected of being defective may be rejected. When
19 a sublot is rejected a minimum of two additional random samples from this
20 sublot will be obtained. These additional samples and the original sublot will
21 be evaluated as an independent lot in accordance with
22 Section 5-04.3(9)C4.
23

24 **5-04.3(11)F Rejection – A Lot in Progress**
25

26 The Contractor shall shut down operations and shall not resume HMA
27 placement until such time as the Engineer is satisfied that material
28 conforming to the Specifications can be produced:
29

- 30 1. When the Composite Pay Factor (CPF) of a lot in progress drops
31 below 1.00 and the Contractor is taking no corrective action; or
32
- 33 2. When the Pay Factor (PF) for any constituent of a lot in progress
34 drops below 0.95 and the Contractor is taking no corrective action;
35 or
36
- 37 3. When either the PF for any constituent or the CPF of a lot in progress
38 is less than 0.75.
39

40 **5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)**
41

42 An entire lot with a CPF of less than 0.75 will be rejected.
43
44

1 **5-04.3(12) Joints**

2
3 **5-04.3(12)A HMA Joints**

4
5 **5-04.3(12)A1 Transverse Joints**

6
7 The Contractor shall conduct operations such that the placing of the top or
8 wearing course is a continuous operation or as close to continuous as
9 possible. Unscheduled transverse joints will be allowed and the roller may
10 pass over the unprotected end of the freshly laid mixture only when the
11 placement of the course must be discontinued for such a length of time that
12 the mixture will cool below compaction temperature. When the Work is
13 resumed, the previously compacted mixture shall be cut back to produce a
14 slightly beveled edge for the full thickness of the course.

15
16 A temporary wedge of HMA constructed on a 20H:1V shall be constructed
17 where a transverse joint as a result of paving or planing is open to traffic.
18 The HMA in the temporary wedge shall be separated from the permanent
19 HMA by strips of heavy wrapping paper or other methods approved by the
20 Engineer. The wrapping paper shall be removed and the joint trimmed to a
21 slightly beveled edge for the full thickness of the course prior to resumption
22 of paving.

23
24 The material that is cut away shall be wasted and new mix shall be laid
25 against the cut. Rollers or tamping irons shall be used to seal the joint.

26
27 **5-04.3(12)A2 Longitudinal Joints**

28
29 The longitudinal joint in any one course shall be offset from the course
30 immediately below by not more than 6 inches nor less than 2 inches. All
31 longitudinal joints constructed in the wearing course shall be located at a
32 lane line or an edge line of the Traveled Way. A notched wedge joint shall
33 be constructed along all longitudinal joints in the wearing surface of new
34 HMA unless otherwise approved by the Engineer. The notched wedge joint
35 shall have a vertical edge of not less than the maximum aggregate size or
36 more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope
37 not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint
38 shall be uniformly compacted.

39
40 **5-04.3(12)B Bridge Paving Joint Seals**

41
42 **5-04.3(12)B1 HMA Sawcut and Seal**

43
44 Prior to placing HMA on the bridge deck, establish sawcut alignment points
45 at both ends of the bridge paving joint seals to be placed at the bridge ends,

SPECIAL PROVISIONS - Continued

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 on 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 of the following sections of Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline:

1. roads less than 45 mph

The completed surface of the wearing course of all other sections of Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to 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.

SPECIAL PROVISIONS - Continued

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.

All utility castings and monuments within the existing and/or new pavement area shall be referenced by the Contractor prior to any pavement removal or planing. The Contractor shall keep a record of such references, and submit a copy to the Contracting Agency.

Existing structures and new structures shall be adjusted to the finished grade as shown on the Plans and as further specified herein. Existing boxes, rings, grates, covers, and lids shall be reset in a careful and workmanlike manner to conform to the required grades.

The new and existing utility castings and monuments shall be adjusted to grade in the following manner:

As soon as the street has been paved past each structure or casting, the asphalt concrete mat shall be scored around the location of the structure or casting. After rolling has been completed and the mat has cooled, it shall be cut along the scored lines. The structure or casting shall then be raised to finished pavement grade and the annular spaces filled as indicated on the Plans. The Contractor shall install the pavement to give a smooth finished appearance. All covers, lids, frames, and grates shall be thoroughly cleaned.

After pavement is in place, all new pavement joints shall be sealed with a 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to the surface of the hot asphalt sealer immediately after the placement of the sealer to help alleviate the tracking of the asphalt. The sealer shall meet the requirements of Section 9-04.2(1) of the Standard Specifications.

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

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

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

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

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA. Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

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

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

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

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

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

4
5 Gutter panels, curbs, or utility structures damaged as a result of planing
6 operations shall be replaced by the Contractor at their own expense. No
7 additional monies will be due the Contractor for damage to curbs, gutters,
8 or utility structures, all costs of which shall be borne by the Contractor.

9

10 **5-04.3(14)A Pre-Planing Metal Detection Check**

11

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

16

17 Should such metal be identified, promptly notify the Engineer.

18

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

21

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

26

27 **5-04.3(14)B Paving and Planing Under Traffic**

28

29 **5-04.3(14)B1 General**

30

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

34

35 1. Intersections

36

37 a. Keep intersections open to traffic at all times, except when
38 paving or planing operations through an intersection
39 requires closure. Such closure must be kept to the
40 minimum time required to place and compact the HMA
41 mixture, or plane as appropriate. For paving, schedule such
42 closure to individual lanes or portions thereof that allows
43 the traffic volumes and schedule of traffic volumes required
44 in the approved traffic control plan. Schedule work so that
45 adjacent intersections are not impacted at the same time

SPECIAL PROVISIONS - Continued

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.

4. Roadways Open to Traffic

When the roadway being paved is open to traffic, the following requirements shall apply:

The Contractor shall keep roadways open to traffic at all times except where paving is in progress. During such time, and provided that there has been an advance warning to the public, only that specified section of road being paved may be closed for the minimum time required to place and compact the HMA. Adjacent travel lanes and

SPECIAL PROVISIONS - Continued

shoulder shall be left open for traffic during these times. 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 temporarily closing a portion of the road, advance-warning signs shall be placed and signs shall also be placed clearly alerting the driver of temporary lane closures.

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 and shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit contract prices for the various bid items involved in the Contract.

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

SPECIAL PROVISIONS - Continued

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, 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.

SPECIAL PROVISIONS - Continued

- g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

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

5-04.4 Measurement

HMA Cl. 1/2" PG 58H-22 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 will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

Temporary 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, blending sand, mineral filler, or any other component of the HMA.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. 1/2" PG 58H-22," per ton.

The unit contract price per ton for "HMA Cl. 1/2" PG 58H-22" shall include the cost for all labor, materials, equipment and tools for furnishing, placing, compacting and constructing asphalt pavement including mix design, anti-strip determination, mix design verification, preparation of untreated roadway, preparation of treated surfaces, sweeping, removing plastic traffic marking, removing RPMs, removing permanent striping, anti-stripping additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA for preleveling, HMA patches, HMA transition sections, HMA ramps, HMA driveways/approaches, HMA wedge curb, spreading and finishing, water, compaction, sealing all cold joints with asphalt sealant (and sand blanket to alleviate tracking), temporary pavement markings, removal of temporary pavement markings, and all other incidentals necessary for a complete paving system to the lines, cross section and grades in accordance with the Plans. It shall also include the cost of adjusting all existing and new Contracting Agency owned castings including, but not limited to, manholes,

SPECIAL PROVISIONS - Continued

1 catch basins, junction boxes, monuments, and valve boxes to grade unless
2 a specific bid item has been listed in the proposal for this work.

3
4 The unit contract price per ton for "HMA Cl. 1/2" PG 58H-22" shall be full
5 compensation for all costs incurred to carry out the requirements of Section
6 5-04 except for those costs which are included in other items which are
7 included in this Subsection and which are included in the Proposal.

8
9 "Temporary HMA," per ton.

10
11 The unit contract price per ton for "Temporary HMA" shall be full pay to
12 furnish, install, maintain, remove, and waste haul the temporary asphalt.

13
14 "Job Mix Compliance Price Adjustment," by calculation.

15
16 "Job Mix Compliance Price Adjustment" will be calculated and paid for as
17 described in Section 5-04.3(9)C6.

18
19 "Compaction Price Adjustment," by calculation.

20
21 "Compaction Price Adjustment" will be calculated and paid for as described
22 in Section 5-04.3(10)D3.

DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

1 **7-04 STORM SEWERS**

2
3 **7-04.2 Materials**

4 (*****)

5
6 Delete the sixth paragraph under this Section and replace it with the following:

7
8 The Contractor shall provide the diameter and type of pipe specified on
9 the Plans.

10
11 Ductile iron storm sewer pipe shall meet the requirements of
12 Section 9-30.1(1).

13
14 **7-04.3(1)A General**

15 (*****)

16
17 This Section is supplemented with the following:

18
19 All lines shall be flushed clean of all debris prior to acceptance. The
20 debris shall be intercepted and collected at the nearest downstream point
21 of access. The material shall then be loaded and wastehauled to a
22 Contracting Agency approved dumpsite.

23
24 **7-04.5 Payment**

25 (*****)

26
27 Delete all paragraphs under this section and replace with the following:

28
29 Payment will be made in accordance with Section 1-04.1, for each of the
30 following bid items that are included in the Proposal:

31
32 “_____ Storm Sewer Pipe, _____ In. Diam. (Incl. Bedding),” per linear foot.

33
34 The unit contract price per linear foot of “_____ Storm Sewer Pipe, _____ In.
35 Diam. (Incl. Bedding)” shall constitute full compensation for all labor,
36 materials, tools, equipment, transportation, supplies, and incidentals
37 required to complete all work to furnish and install this item to include, but
38 not limited to, excavation, pipe bedding, compaction, removal and
39 wastehaul of excess or unsuitable trench excavation material, dewatering,
40 bypass pumping and maintaining storm sewer flows, connections to
41 existing and new systems, flushing and cleaning, and low pressure air
42 testing.

SPECIAL PROVISIONS - Continued

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.3 Construction Requirements

(*****)

This Section is supplemented with the following:

The Contractor shall construct all manholes and catch basins from precast concrete bases and risers. Cast-in-place concrete bases shall only be used for "straddle" of existing systems and shall be watertight.

In areas of new and existing pavement, the grate rim elevation shall be set to promote drainage flow. In unimproved areas, the rim elevations shall be set 2 inches above finished grade unless otherwise shown on the Plans.

Dewatering shall be per Section 7-08.3(1).

Unless specifically noted herein or shown differently on the Plans, the Contractor shall connect to the manhole and catch basin as follows:

<u>Pipe</u>	<u>Connection System</u>
DI	Kor-N-Seal*
HDPE	Kor-N-Seal*
PVC	Kor-N-Seal*
Corrugated Polyethylene	Per Manufacturer's Recommendation

*Or Contracting Agency approved equal.

7-05.3(2) Abandon Existing Manholes

(*****)

This Section is supplemented with the following:

The method for abandoning Type 2 catch basins is the method used to abandon manholes.

7-05.3(3) Connections to Existing Manholes

(*****)

This Section is supplemented with the following:

The locations, type and size of the existing structures and lines have been determined from available records, and are approximate; however, it is

SPECIAL PROVISIONS - Continued

1 anticipated that connections to these existing facilities may be made, in
2 general, as shown on the Plans.

3
4 It shall be the responsibility of the Contractor to determine the exact
5 location and ascertain the type and size of the existing facilities prior to
6 starting work on each connection, and to provide any minor alterations, as
7 required, at no additional cost to the Contracting Agency.

8
9 Where piping is to be connected to existing structures, the opening(s)
10 shall be core-drilled in the structure. The use of jackhammers and/or
11 sledgehammers to knock out the hole shall not be allowed.

12 13 **7-05.5 Payment**

14 **(*****)**

15
16 Delete all paragraphs under this Section and replace with the following:

17
18 Payment will be made in accordance with Section 1-04.1, for each of the
19 following bid items that are included in the Proposal:

20
21 "Catch Basin, Type 1," per each.

22
23 "Concrete Inlet," per each.

24
25 "Area Drain," per each.

26
27 The unit contract price per each for "Catch Basin, Type 1," "Concrete
28 Inlet," or "Area Drain" shall constitute full compensation for all labor,
29 materials, tools, equipment, transportation, supplies, and incidentals
30 required to complete all work to furnish and install this item to include, but
31 not limited to, lids, frames and grates, slip resistant lids where indicated on
32 the Plans, structure excavation, foundation gravel, backfill with suitable
33 native material, compaction, removal and wastehaul of excess or
34 unsuitable excavated material, pipe connection, dewatering, bypass
35 pumping and maintaining stormwater flows, adjusting to finished grade.

36
37 "Adjust Catch Basin," per each.

38
39 The unit contract price per each for "Adjust Catch Basin" shall include all
40 costs to adjust the existing structures to the finished grade including, but
41 not limited to, sawcutting, wastehaul, furnishing and installing adjustment
42 rings and blocks, HMA patch and CDF. The cost for temporary or other
43 adjustment not to final grade shall be considered incidental to the Project
44 and as such merged into the items bid. The cost for replacing existing
45 frames, grates, rings, and/or lids with new frames, grates, rings, and/or

SPECIAL PROVISIONS - Continued

lids on existing structures (where noted on the Plans) including but not limited to supplying and installing all materials, labor, and equipment, removal, salvage, and/or wastehaul of existing frames, grates, etc., as referenced on the Plans and specified herein, shall be included in the unit contract price per each for "Adjust Catch Basin."

7-07 CLEANING EXISTING DRAINAGE STRUCTURES

7-07.4 Measurement

(*****)

Delete this Section and replace with the following:

No specific unit of measurement will apply to cleaning existing drainage structures.

7-07.5 Payment

(*****)

Delete this Section and replace with the following:

No separate or additional payment will be made for cleaning existing drainage structures. This work shall be considered incidental and shall be included in the various unit and lump sum contract prices.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

(*****)

This Section is supplemented with the following:

The pipe used on this project shall be the type and size specified on the Plans.

Bank run gravel for trench backfill shall meet the requirements of Section 9-03.19.

SPECIAL PROVISIONS - Continued

7-08.3(1)A Trenches

(*****)

Delete the first three paragraphs under this Section and replace them with the following:

The length of trench excavation in advance of pipe laying shall be kept to a maximum of 100 feet. Excavation shall either be closed up at the end of the day or protected per Section 1.07.23(1).

The Contractor shall limit his excavation to the limits of the maximum payment width and depth shown on the Plans. If the Contractor purposely or neglectfully excavates trenches to a width or depth beyond the neat line payment limit of the trench as shown on the Plans, the expenses associated with any additional trenching, wastehaul, trench backfill, compaction and testing, and surface restoration as a result of excavating beyond the neat line payment limits shall be borne by the Contractor.

It is not anticipated that solid rock will be encountered. Should such material be encountered, the excavation, removal and wastehaul will be paid for by change order per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume, shall not be classified as rock, nor will so-called "hard-pan" or cemented gravel, even though it may be advantageous to use special equipment in its removal.

Trench excavation shall also include wastehauling all excess and/or unsuitable material encountered, including but not limited to, abandoned pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties, piling, and riprap.

The Contractor shall furnish all equipment necessary to dewater the excavation. Before operations begin, the Contractor shall have sufficient pumping equipment and/or other machinery available on site to assure that the operation of any dewatering system can be maintained.

The Contractor shall dispose of the water in such a manner as not to cause a nuisance or menace to the public, and comply with all codes, regulations, and ordinances of applicable governing authorities with regard to drilling, dewatering, and erosion control.

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soil, prevent disturbance of backfill and prevent movement of structures and pipelines.

SPECIAL PROVISIONS - Continued

1 The dewatering system shall be installed and operated by the Contractor
2 so that the groundwater level outside the excavation is not reduced to the
3 extent that would damage or endanger adjacent structures or property.
4 Should settlement of the surrounding area and/or structures be observed,
5 the Contractor shall cease dewatering operations and implement
6 contingency plans. The cost of repairing any damage to adjacent
7 structures, underground facilities or utilities and satisfactory restoration of
8 above ground facilities to include fences, paving, concrete, etc., shall be
9 the responsibility of the Contractor.

10
11 The Contractor shall be required to comply with all conditions and
12 requirements mandated by the Department of Ecology for the
13 construction, operation, and decommissioning of dewatering facilities.

14
15 The Contractor shall obtain approved grading and filling permits for all
16 spoils material sites, from the Contracting Agency, County, or both as
17 required. These permits shall be secured and paid for by the Contractor.

18 19 **7-08.3(2)B Pipe Laying – General**

20 (*****)

21
22 This Section is supplemented with the following:

23
24 All pipe shall be unloaded from delivery vehicles with mechanical
25 equipment. Dropping of pipe onto the ground or mats will not be
26 permitted. All pipe and fittings shall be carefully lowered into the trench in
27 such a way as to prevent damage to pipe materials and protective
28 coatings and linings. Under no circumstances shall materials be dropped
29 or dumped into the trench.

30
31 All pipe shall be laid in straight lines and at uniform rate for grade between
32 structures. Variation in the invert elevation between adjoining ends of pipe
33 due to non-concentricity of joining surface and pipe interior surfaces shall
34 not exceed 1/2-inch maximum.

35
36 Every precaution shall be taken to prevent foreign material from entering
37 the pipe while it is being laid. After placing a length of pipe in the trench,
38 the spigot end shall be centered in the bell and pipe forced home and
39 brought to correct line and grade. The pipe shall be secured in place with
40 pipe bedding tamped under it. Precaution shall be taken to prevent dirt
41 from entering the joint space. At times when pipe laying is not in progress,
42 the open ends of pipe shall be closed by a watertight plug or other means
43 approved by the Contracting Agency. If water is in the trench when work
44 resumes, the seal shall remain in place until the trench is dewatered as

SPECIAL PROVISIONS - Continued

specified for groundwater control. Tee branches shall be blocked and sealed with the same joint and pipe material as used for pipes.

Care shall be taken to properly align, clean and lubricate the spigot and socket area of the pipes before joining. The pipe spigot shall be forced into the socket until the reference mark on the spigot is flush with the bell end.

All connections to existing pipe of differing materials shall be made with adapters which are specifically manufactured for this purpose. If the band type adapters are used, then only stainless steel bands will be allowed.

The Contractor shall obtain approved grading and filling permits for all spoils material sites, from the Contracting Agency, County, or both as required. These permits shall be secured and paid for by the Contractor.

7-08.3(3) Backfilling

(*****)

Delete the second paragraph under this Section and replace with the following:

Pipe zone backfill shall be gravel backfill for pipe zone bedding conforming to the requirements of Section 9-03.12(3).

7-08.3(4) Plugging Existing Pipe

(*****)

This Section is supplemented with the following:

The Contractor shall anticipate that all existing pipes to be abandoned in place shall be plugged as specified herein.

7-08.4 Measurement

(*****)

Delete all paragraphs under this Section and replace with the following:

Measurement for Removal of Unsuitable Material (Trench) will be per cubic yard of material removed below the foundation depth as shown on the Plans.

Plugging pipes will be measured per each, for each plug installed, for pipe diameters up to and including 36 inches. The concrete for plugging pipes in excess of 36 inches in diameter will be measured by the cubic yard.

SPECIAL PROVISIONS - Continued

1 Computations for corrugated metal pipes will be based on the nominal
2 diameter.

3
4 Measurement of Bank Run Gravel for Trench Backfill will be per ton. The
5 measurement shall be calculated in accordance with the trench detail
6 shown on the Plans and using a conversion factor for cubic yards to tons
7 of 1.8 tons/cy. The Contractor shall provide the Contracting Agency with
8 truckload tickets at the end of each day to be used to support the
9 calculated quantities.

10
11 No specific unit of measurement will apply to the lump sum item Trench
12 Excavation Safety System.

13 **7-08.5 Payment**

14 **(*****)**

15
16
17 Delete all paragraphs under this Section and replace with the following:

18
19 Payment will be made in accordance with Section 1-04.1, for each of the
20 following bid items that are included in the Proposal:

21
22 "Removal of Unsuitable Material (Trench)," per cubic yard.

23
24 The unit contract price per cubic yard for "Removal of Unsuitable Material
25 (Trench)" shall constitute full compensation for all labor, materials, tools,
26 equipment, transportation, supplies, and incidentals required to complete
27 all work to remove unsuitable material below the trench bottom to include,
28 but not limited to, excavation, removal and wastehaul of unsuitable
29 excavated material and dewatering.

30
31 "Trench Excavation Safety Systems," lump sum.

32
33 The lump sum contract price for "Trench Excavation Safety Systems" shall
34 include all costs of furnishing, installing, maintaining, and removing those
35 items necessary to provide adequate safety systems for trench
36 excavation, as specified in Section 2 09.3(4). This item shall be paid
37 proportionate to the satisfactory installation of all facilities that require
38 trench excavation safety systems including pipeline, conduits, walls,
39 embankments, and structures as noted in the Proposal, or otherwise
40 required for the performance of this work.

SPECIAL PROVISIONS - Continued

“Bank Run Gravel for Trench Backfill,” per ton.

The unit contract price per ton for “Bank Run Gravel for Trench Backfill” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install the imported trench backfill to include, but not limited to, backfilling trenches, placing, shaping, compacting, wastehaul and disposal of excess native material, of the bank run gravel backfill material.

All costs to providing dewatering as required shall be included into the unit contract price for the type and size of pipe installed.

All costs of providing bypass pumping as required shall be included into the unit contract price for the type and size of pipe installed.

“Plugging Existing Pipe,” per each.

The unit contract price per each for “Plugging Existing Pipe” shall include all costs to plug the existing pipe of 36-inch diameter or less, as specified herein.

7-12 VALVES FOR WATER MAINS

7-12.3 Construction Requirements

(*****)

This Section is supplemented with the following:

The required field inspection shall include operating the valve over the full range of opening to closed to ensure the valve firmly seals and fully clears the flow path.

The ears of the valve box cover shall be aligned along the pipe centerline.

7-12.5 Payment

(*****)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

SPECIAL PROVISIONS - Continued

1 “Adjust Valve Box,” per each.

2

3 The unit contract price per each for “Adjust Valve Box” shall constitute full
4 compensation for all labor, materials, tools, equipment, transportation,
5 supplies, and incidentals required to adjust existing valve boxes to the
6 finished surfaces, as noted and detailed on the Plans.

7

8 **7-15 SERVICE CONNECTIONS**

9

10 **7-15.4 Measurement**

11 (*****)

12

13 Delete all paragraphs under this Section and replace with the following:

14

15 Measurement of “Adjust Meter Box” will be per each existing meter box
16 adjusted to grade.

17

18 **7-15.5 Payment**

19 (*****)

20

21 Delete all paragraphs paragraph in this Section and replace with the following:

22

23 Payment will be made in accordance with Section 1-04.1, for each of the
24 following bid items that are included in the Proposal:

25

26 “Adjust Meter Box,” per each.

27

28 The unit contract price per each for “Adjust Meter Box” shall constitute full
29 compensation for all labor, materials, tools, equipment, transportation,
30 supplies, and incidentals required to adjust existing meter boxes to the
31 finished paved surfaces, as noted and detailed on the Plans.

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

(*****)

This Section is supplemented with the following:

The Contractor shall take all necessary precautions and utilize the Department of Ecology's (ECY) Best Management Practices to prevent sediment and fugitive dust from construction activities from entering into storm water systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by stormwater or air.

Temporary erosion protection shall be furnished, installed, and maintained for the duration of this Project to protect environmentally sensitive areas, sloped surfaces, adjacent areas and/or water bodies or conveyance systems. Temporary erosion protection may include the use of straw, jute matting, wattles, heavy plastic sheeting, or other forms of ground cover on areas disturbed by construction. Sloped surfaces shall be restored and protected in such a manner that surface runoff does not erode the embankments, slopes, or ground surfaces, nor create surface channels, or ruts.

Any damage caused by the Contractor's failure to keep the erosion materials maintained shall be borne by the Contractor alone.

The Contracting Agency has prepared a Stormwater Pollution Prevention Plan (SWPPP) for this project. The Contracting Agency will provide the SWPPP to the Contractor upon execution of the contract. The Contractor shall either adopt or modify the existing SWPPP. If modified the Contractor's SWPPP shall meet ECY requirements. The Contractor shall submit the SWPPP to the Engineer before any Work begins.

8-01.3(1)A Submittals

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

The Contractor shall be required to maintain, and update the TESC plan, as may be required during the course of the Project. The TESC plan and details included are provided solely for the establishment of basic erosion control measures and are not intended to be a complete plan.

SPECIAL PROVISIONS - Continued

8-01.3(9)D Inlet Protection

(*****)

This Section is supplemented with the following:

All catch basins grates within the project limits and adjacent areas shall have inlet protection installed to prevent sedimentation from entering the storm system. The inlet protection shall be routinely cleaned of sediment to prevent plugging. This sediment shall be regularly removed, loaded, and hauled to waste whenever it presents a potential surface accumulation problem or concern to the Contracting Agency.

8-01.4 Measurement

(*****)

This Section is supplemented with the following:

No specific unit of measure will apply to erosion control and water pollution prevention.

8-01.5 Payment

(*****)

Supplement this Section with the following:

Payments will be made in accordance with Section 1-04.1 for the following Bid Item(s):

“Erosion Control and Water Pollution Prevention”

The lump sum contract price for “Erosion Control and Water Pollution Prevention” shall include all costs for preparing a TESC plan: inspecting, documenting, testing, and notification as required and all temporary erosion control and water pollution prevention as stated herein and as further indicated on the Plans that is not otherwise paid under separate contract items in the Proposal, including furnishing, installing, maintaining, removal of erosion/water pollution prevention devices.

8-02 ROADSIDE RESTORATION

8-02.2 Materials

(*****)

This Section shall be supplemented with the following:

Grass seed, of the following composition, proportion, and quality shall be applied at the rates shown below on all areas requiring roadside seeding within the project:

Kind and Variety of Seed in Mixture by Common Name and (Botanical Name)	Pounds Pure Live Seed (PLS) Per Acre
Dwarf Perennial Ryegrass	100
Creeping Red Fescue	50
Hard Fescue	50
Total Pounds PLS Per Acre	200

Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed.

Sufficient quantities of 18-6-12 fertilizer shall be applied at 650 pounds per acre, 72 percent of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of 6 months. The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Engineer before use.

Wood fiber mulch shall be applied at a rate of 2,000 pounds per acre, and tackifier shall be applied at a rate of 43 pounds per acre.

Bark mulch for planting strip areas and surface restoration adjacent to sidewalks shall conform to Section 9-14.4(3).

8-02.3(3)B Chemical Pesticides

(*****)

This Section is supplemented with the following:

No chemical herbicides will be allowed in planting areas.

SPECIAL PROVISIONS - Continued

8-02.3(4) Topsoil

(*****)

This Section is supplemented with the following:

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a minimum transition depth of 6 inches in areas to be seeded with topsoil, in sod areas, in planting strip areas and in fill slopes to be planted, as shown on the Plans.

8-02.3(4)A Topsoil Type A

(*****)

This Section is supplemented with the following:

Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by volume, 33.3 percent loam by volume and 33.3 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a 3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

(*****)

This Section is supplemented with the following:

Seeding, Sod and Planter Strip Areas: Finished grades of planting and seeding areas shall allow for soil preparation and mulch. Finished grades shall be as follows:

Seeding and Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

Perform all excavation and backfill necessary to provide finish grade of landscape areas as indicated and specified. Remove from site excess and unsuitable material. Landscape areas shall be graded to lines, grades, and cross sections indicated. Grades shall meet the following:

SPECIAL PROVISIONS - Continued

1. Maximum 2:1 slope, unless otherwise indicated.
2. Smooth and round off surfaces at abrupt grade changes.
3. Feather grades to meet existing gradually. Rake planting areas smooth and remove surface rocks over 2-inches diameter.
4. Provide minimum 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect plant growth, unless he contacts the Project Engineer immediately indicating any possible problem.

Finish grades shall be inspected and accepted by the Contracting Agency prior to commencing planting or seeding work.

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Final Acceptance

Final acceptance by the Contracting Agency for soil preparation will be contingent on the approval of all inspections, and that the soil preparation is consistent with these specifications and with the Plans.

8-02.3(10)C Lawn Establishment

(*****)

This Section is supplemented with the following:

Inspection and Substantial Completion

After completion of all sodding and seeding, including the post-planting fertilization which follows the first mowing, the Contracting Agency will review the sodded or seeded areas for adequacy. Areas not fully established (sod) or germinated (seeded) with a uniform stand of grass, or areas damaged through any cause prior to this inspection shall be resodded/reseeded, by the Contractor as herein specified and at the Contractor's sole expense as no additional monies will be due the Contractor. "Uniform stand of grass" shall signify complete cover of lush, thriving, green grass with no bare spots.

SPECIAL PROVISIONS - Continued

Reseeding

Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per 1,000 square foot, all areas failing to show a uniform stand of grass after germination of seed, or damage through any cause before physical completion of the Project.

8-02.4 Measurement

(*****)

Delete all paragraphs under this Section and replace with the following:

Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Bark or Wood Chip Mulch will be measured by the cubic yard in the haul conveyance or container at the point of delivery. The Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity delivered and placed on site. The Contractor shall coordinate same.

Seeding, fertilizing and mulching will be measured by the square yard by ground slope measurement or through the use of design data.

The pay quantities for plant materials will be determined by count of the number of satisfactory plants in each category accepted by the Engineer.

Property Restoration will be calculated by force account methods.

8-02.5 Payment

(*****)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1 for each of the following listed bid items that are included in the Proposal:

“Topsoil, Type __”, per cubic yard.

The unit contract price per cubic yard for “Topsoil, Type __” shall be full pay for all costs necessary for providing the source of material for topsoil Type __, for pre-excavation weed control, excavating, loading, hauling,

SPECIAL PROVISIONS - Continued

intermediate windrowing, stockpiling, weed control on stockpiles or windrows, and removal, furnishing, placing, cultivating, spreading, processing, and compacting the topsoil.

“Bark or Wood Chip Mulch”, per cubic yard.

The unit contract price per cubic yard for “Bark or Wood Chip Mulch” shall be full pay for all costs necessary to furnish and install the bark mulch.

“Seeding, Fertilizing and Mulching,” per square yard.

The unit contract price per square yard for “Seeding, Fertilizing and Mulching” shall include all costs necessary to prepare the area, furnish and install the seed, fertilizer, mulch and tackifier, erect barriers, control weeds, establish lawn areas, water, mow, complete the Work as specified, and reseed as needed.

Payments for the force account item of “Property Restoration” shall be determined in accordance with Section 1-09.4. For the purpose of providing a common proposal for all Bidders, the Contracting Agency has entered an amount for “Property Restoration” in the Proposal to become a part of the total bid by the Contractor.

8-09 RAISED PAVEMENT MARKERS

8-09.3 Construction Requirements

(*****)

This Section is supplemented with the following:

One Blue Raised Pavement Marker, Type 2 shall be placed in-line with the lane line that is closest to the hydrant perpendicular to the centerline of the roadway in front of each fire hydrant. On a two-lane roadway, the marker shall be offset from the centerline 4 inches toward the hydrant location.

8-11 GUARDRAIL

8-11.2 Materials

(*****)

This Section is supplemented with the following:

Beam guardrail posts shall be galvanized steel per 9-16.3(2).

SPECIAL PROVISIONS - Continued

8-18 MAILBOX SUPPORT

8-18.3 Construction Requirements

(*****)

This Section is supplemented with the following:

During construction mailboxes and/or paper boxes shall be moved to a temporary location where their usefulness will not be impaired. Posts shall be removed from their fixed location and be placed in a bucket or other suitable container and filled with sand, gravel, or other suitable means to hold them in place. Existing posts shall be cut to length as necessary such that the height from the ground to the bottom of the box is 3'-6". Temporary box locations shall be located such that delivery can be accomplished from within the delivery vehicle and shall be maintained at all times. Mailbox relocations shall be in accordance with U.S. Postal Service requirements.

8-18.5 Payment

(*****)

This Section is supplemented with the following:

"Mailbox Support, Type _____," per each.

The unit contract price per each for "Mailbox Support, Type _____," shall be full pay for all material, equipment, labor, and tools required to maintain temporary boxes and to fully relocate the existing boxes including post cutting, temporary buckets, sand, gravel, new posts and hardware tubing, concrete, and as further detailed on the Plans.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLEGEN TRANSPORTATION SYSTEMS AND ELECTRICAL

8-20.1 Description

(*****)

This Section is Supplemented with the following:

This Work also includes furnishing and installing Radar Speed Feedback signs and Blinker Chevron Signs.

SPECIAL PROVISIONS - Continued

8-20.2 Materials

(*****)

This Section is Supplemented with the following:

Radar Speed Feedback signs shall be Traffic Logix Safe Pace Evolution 15FM model, with full video message system capability, solar powered and universal mounting.

Blinker Chevron Signs shall be Tapco Blinker Chevron Dynamic Curve Warning Signs 18"W x 24"H, double sided, solar powered part number 600299 with pole kit recommended by the Manufacturer.

8-20.3 Construction Requirements

This Section is supplemented with the following:

8-20.3(18) Radar Speed Sign Assembly (New Section)

(*****)

The radar speed signs, cabinets and solar panels and equipment shall be mounted to a pole kit that is recommended by the Manufacturer and shall be mounted per the manufacturer's installation instructions. Coordinate and verify the aiming of the radar and the orientation of the solar panel with the Engineer during installation. Install the radar speed feedback signs where shown on the Plans or as approved by the Contracting Agency.

8-20.3(19) Blinker Chevron Sign Assembly (New Section)

(*****)

The blinker chevron sign assembly, cabinets and solar panels and equipment shall be mounted to a pole kit that is recommended by the Manufacturer and shall be mounted per the manufacturer's installation instructions. Coordinate and verify the aiming of the radar and the orientation of the solar panel with the Engineer during installation. Install the blinker chevron sign assemblies where shown on the Plans or as approved by the Contracting Agency.

SPECIAL PROVISIONS - Continued

8-20.4 Measurement

(*****)

This Section is supplemented with the following:

Measurement for radar speed feedback sign will be per each assembly installed.

Measurement for blinker chevron sign will be per each blinker chevron sign assembly installed.

8-20.5 Payment

(*****)

This Section is supplemented with the following:

The Unit Contract price per each for "Radar Speed Feedback Sign" and "Blinker Chevron Sign" shall be full payment for all costs to furnish the material and perform the Work as described in Section 8-20.

8-21 PERMANENT SIGNING

8-21.3(4) Sign Removal

(*****)

This Section is supplemented with the following:

The Contractor shall obtain approval from the Engineer prior to removing existing signs.

8-21.3(5) Sign Relocation

(*****)

This Section is supplemented with the following:

All existing signs not designated for permanent removal that are damaged or removed shall be replaced by the Contractor at no additional expense to the Contracting Agency.

Existing signs shall be temporarily relocated by the Contractor, as required, to portable sign stands, subject to the approval of the Engineer. When temporarily installed on posts, the signs shall be located as near as practical to their permanent locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

SPECIAL PROVISIONS - Continued

1
2 All portable sign stands shall be designed to rigidly support the sign in
3 position without creating a hazard to the motorist. Portable sign stands
4 shall be furnished by the Contractor and upon completion of the work shall
5 remain the property of the Contractor and shall be removed from the
6 Project.

8 **8-21.5 Payment**

9 (*****)

10
11 This Section is supplemented with the following:

12
13 "Permanent Signing," per lump sum.

14
15 The lump sum contract price for "Permanent Signing" shall be full pay for
16 all material, labor, tools, and equipment necessary to remove, protect, and
17 reinstall existing signs including posts, concrete anchors, and fasteners,
18 as specified herein and shown on the Plans, as well as furnishing and
19 installing all new permanent signs as may be specified on the Plans.

21 **8-22 PAVEMENT MARKING**

23 **8-22.1 Description**

24 (*****)

25
26 This Section is supplemented with the following:

27
28 Pavement markings shall conform to Section 8-22 of the Standard
29 Specifications, and the latest edition and amendments thereto of the
30 Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the
31 State of Washington, and shall be constructed as shown in the Plans
32 except as modified herein.

33
34 The Contractor shall be responsible for all traffic control required to place
35 and protect pavement marking material, as outlined in Sections 1-07.23
36 and 1-10 of the Standard Specifications and these Special Provisions.

SPECIAL PROVISIONS - Continued

8-22.2 Materials

(*****)

This Section is supplemented with the following:

Plastic pavement marking materials shall be Type D (MMA) Liquid Dold Applied Methyl Methacrylate thermoplastic unless indicated otherwise in the Contract Documents.

Patents

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the Contracting Agency and its duly authorized representatives from all suits of law or action of every nature for, or on account of, the use of any patented materials, equipment, device, or processes.

Acceptance

The Contractor shall be responsible for supplying material that meets aforesaid material and testing requirements. The Contractor shall supply certification that the pavement marking material meets the above specifications.

8-22.3 Construction Requirements

(*****)

This Section is supplemented with the following:

In addition to the requirements of Sections 8-22.3(2) and 8-22.3(3), the application and surface preparation shall conform to the manufacturer's recommendations.

The Contractor shall provide the Engineer with two copies of the manufacturer's recommendations for installation.

In all cases, the product manufacturer's recommended application procedures shall be adhered to. When no such procedures have been published, workmanship shall be governed by these Special Provisions and the Standard Specifications.

After cleaning of areas to receive pavement markings, the areas shall pass inspection of the Engineer prior to application of the material or the primer coat.

SPECIAL PROVISIONS - Continued

1 Reflectorized beading as stated in Section 8-22.3(3) of the Standard
2 Specifications shall be provided with all pavement markings.

3

4 **8-22.3(6) Removal of Pavement Markings**

5 (*****)

6

7 This Section is supplemented with the following:

8

9 All Type D pavement markings and raised pavement markers shall be
10 removed prior to any HMA overlay.

11

12 Painting is not an acceptable method for obliteration or removal of
13 pavement markings.

DIVISION 9
MATERIALS

1 **DIVISION 9 MATERIALS**

2
3 **9-05 DRAINAGE STRUCTURES AND CULVERTS**

4
5 **9-05.15(2) Metal Frame and Solid Metal Cover for Catch Basins or Inlets**
6 **(*****)**

7
8 This Section is supplemented with the following:

9
10 Metal frames and solid metal covers for catch basins or inlets shall conform
11 to Section 9-05.15(2) of the Standard Specifications unless indicated
12 otherwise in the Contract Documents.

13
14 **9-05.19 Corrugated Polyethylene Culvert Pipe**
15 **(*****)**

16
17 Delete the first sentence of the first paragraph and replace with the following:

18
19 Corrugated polyethylene culvert pipe, couplings and fittings shall meet the
20 requirements of AASHTO M 294 Type S for pipe 12-inch to 60-inch
21 diameter with silt-tight joints.

22
23 **9-05.20 Corrugated Polyethylene Storm Sewer Pipe**
24 **(*****)**

25
26 Delete the first sentence of the first paragraph and replace with the following:

27
28 Corrugated polyethylene storm sewer pipe, couplings and fittings shall meet
29 the requirements of AASHTO M 294 Type S.

30
31 **Appendices**
32 **(January 2, 2012 WSDOT GSP, FR9)**

33 The following appendices are attached and made a part of this contract:

34
35 APPENDIX A:
36 Supplemental Bidder Responsibility Criteria.

37
38 APPENDIX B:
39 Stormwater Pollution Prevention Plan.

40
41 APPENDIX C:
42 Inadvertent Discovery of Archeological or Historical Materials Plan.

SPECIAL PROVISIONS - Continued

(January 9, 2023 WSDOT GSP, GR9)

Standard Plans

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

SPECIAL PROVISIONS - Continued

1	<u>D-2.06</u>
2	DELETED
3	
4	<u>D-2.08</u>
5	DELETED
6	
7	<u>D-2.32</u>
8	DELETED
9	
10	<u>D-2.34</u>
11	DELETED
12	
13	<u>D-2.60</u>
14	DELETED
15	
16	<u>D-2.62</u>
17	DELETED
18	
19	<u>D-2.64</u>
20	DELETED
21	
22	<u>D-2.66</u>
23	DELETED
24	
25	<u>D-2.68</u>
26	DELETED
27	
28	<u>D-2.80</u>
29	DELETED
30	
31	<u>D-2.88</u>
32	DELETED
33	
34	<u>D-3.15</u>
35	DELETED
36	
37	<u>D-3.16</u>
38	DELETED
39	
40	<u>D-3.17</u>
41	DELETED
42	
43	<u>D-3.10</u>
44	Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE
45	TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON

SPECIAL PROVISIONS - Continued

1 STANDARD PLAN D-3.15" is revised to read; "FOR WALLS WITH SINGLE
2 SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS"
3

4 Sheet 1, Typical Section, callout – "FOR WALLS WITH F-SHAPE TRAFFIC
5 BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON
6 STANDARD PLAN D-3.16" is revised to read; "FOR WALLS WITH F-
7 SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS"
8

D-3.11

9
10 Sheet 1, Typical Section, callout – "'B" BRIDGE APPROACH SLAB (SEE
11 BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~
12 SEE STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "B"
13 BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT
14 PLANS)
15

16 Sheet 1, Typical Section, callout – "TYPICAL BARRIER ON BRIDGE
17 APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT
18 GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR
19 D-3.16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH
20 SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)
21

D-10.10

22
23 Wall Type 1 may be used if no traffic barrier is attached on top of the wall.
24 Walls with traffic barriers attached on top of the wall are considered non-
25 standard and shall be designed in accordance with the current WSDOT
26 Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge
27 Design memorandum.
28

D-10.15

29
30 Wall Type 2 may be used if no traffic barrier is attached on top of the wall.
31 Walls with traffic barriers attached on top of the wall are considered non-
32 standard and shall be designed in accordance with the current WSDOT
33 BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.
34

D-10.30

35
36 Wall Type 5 may be used in all cases.
37

D-10.35

38
39 Wall Type 6 may be used in all cases.
40

D-10.40

41
42 Wall Type 7 may be used if no traffic barrier is attached on top of the wall.
43 Walls with traffic barriers attached on top of the wall are considered non-
44 standard and shall be designed in accordance with the current WSDOT
45 BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

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 10" (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)"

SPECIAL PROVISIONS - Continued

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

J-21.15

5
6 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read;
7 CHASE NIPPLE ~ 1 1/2" (IN) DIAM.
8

J-21.16

9
10 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE
11

J-22.15

12
13 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read;
14 6'-0"
15 (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read;
16 CHASE NIPPLE ~ 1 1/2" (IN) DIAM.
17

J-40.10

18
19 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT
20 AND 12" S. S. FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" S.S.
21 PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"
22

J-40.36

23
24 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the
25 cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP
26 (Hot Rolled Annealed and Pickled) for the cover.
27

J-40.37

28
29 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the
30 cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP
31 (Hot Rolled Annealed and Pickled) for the cover.
32

J-75.20

33
34 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN)
35 Stainless Steel Bands", add the following to the end of the note: "Alternate:
36 Stainless steel cable with stainless steel ends, nuts, bolts, and washers may
37 be used in place of stainless steel bands and associated hardware."
38

J-75.41

39
40 DELETED
41

J-75.55

42
43 Notes, Note A1, Revise reference, was - G-90.29, should be - G-90.20.
44
45

SPECIAL PROVISIONS - Continued

1 K-80.20
2 DELETED

3
4 L-5.10

5 Sheet 2, Typical Elevation, callout - "2' – 0" MIN. LAP SPLICE BETWEEN
6 (mark) A #3 BAR AND WALL REINFORCEMENT ~ TYPICAL" is revised to
7 read: "2' – 0" MIN. LAP SPLICE BETWEEN (MARK) A #4 BAR AND WALL
8 REINFORCEMENT ~ TYPICAL"

9
10 Section C, callout; "(mark) A #3" is revised to read: "(mark) A #4", callout -
11 "(mark) B #3" is revised to read: "(mark) B #4", callout - "(mark) C #3 TIE" is
12 revised to read: "(mark) C #4 TIE"

13
14 Reinforcing Steel Bending Diagram, (mark) B detail, callout – "128 deg." is
15 revised to read: "123 deg.", callout – "51 deg." is revised to read: "57 deg."

16
17 The following are the Standard Plan numbers applicable at the time this
18 project was advertised. The date shown with each plan number is the
19 publication approval date shown in the lower right-hand corner of that plan.
20 Standard Plans showing different dates shall not be used in this contract.
21

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

22

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

SPECIAL PROVISIONS - Continued

	B-30.20-04.....2/27/18	B-70.20-01.....3/15/22	
	B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
	B-30.40-03.....2/27/18		
1	C-1.....9/8/22	C-22.40-09.....9/8/22	C-60.70-01.....9/8/22
	C-1b.....9/8/22	C-22.45-06.....9/8/22	C-60.80-01.....9/8/22
	C-1d.....10/31/03	C-23.70-00.....8/22/22	C-70.15-00.....8/17/21
	C-2c.....8/12/19	C-24.10-03.....7/24/22	C-70.10-03.....8/20/21
	C-4f.....8/12/19	C-24.15-00.....3/15/22	C-75.10-02.....9/16/20
	C-6a.....9/8/22	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
	C-7.....9/8/22	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
	C-7a.....9/8/22	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
	C-20.10-08.....9/8/22	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
	C-20.14-05.....9/8/22	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
	C-20.15-02.....6/11/14	C-60.10-02.....9/8/22	C-80.40-01.....6/11/14
	C-20.18-04.....9/8/22	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
	C-20.40-09.....9/8/22	C-60.20-01.....9/8/22	C-85.11-01.....9/16/20
	C-20.41-04.....8/22/22	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
	C-20.42-05.....7/14/15	C-60.40-00.....8/17/21	C-85-18-03.....9/8/22
	C-20.43-00.....8/22/22	C-60.45-00.....8/17/21	
	C-20.45-03.....9/8/22	C-60.50-00.....8/17/21	
	C-22.16-07.....9/16/20	C-60.60-00.....8/17/21	
2	D-2.36-03.....6/11/14	D-4.....12/11/98	D-10.35-00.....7/8/08
	D-2.46-02.....8/13/21	D-6.....6/19/98	D-10.40-01.....12/2/08
	D-2.84-00.....11/10/05	D-10.10-01.....12/2/08	D-10.45-01.....12/2/08
	D-2.92-01.....4/26/22	D-10.15-01.....12/2/08	
	D-3.09-00.....5/17/12	D-10.20-01.....8/7/19	
	D-3.10-01.....5/29/13	D-10.25-01.....8/7/19	
	D-3.11-03.....6/11/14	D-10.30-00.....7/8/08	
3	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
4	F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-03.....3/28/22	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
5	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	

SPECIAL PROVISIONS - Continued

	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		
1	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	
2	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-02.....7/6/22
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
3	J-05.50-00.....8/30/22	J-28.10-02.....8/7/19	J-50.25-00.....6/3/11
	J-10.....7/18/97	J-28.22-00.....8/07/07	J-50.30-00.....6/3/11
	J-10.10-04.....9/16/20	J-28.24-02.....9/16/20	J-60.05-01.....7/21/16
	J-10.12-00.....9/16/20	J-28.26-01.....12/02/08	J-60.11-00.....5/20/13
	J-10.14-00.....9/16/20	J-28.30-03.....6/11/14	J-60.12-00.....5/20/13
	J-10.15-01.....6/11/14	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.16-02.....8/18/21	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.17-02.....8/18/21	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.18-02.....8/18/21	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.20-04.....8/18/21	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.21-02.....8/18/21	J-28.60-03.....8/27/21	J-75.50-00.....8/30/22
	J-10.22-02.....8/18/21	J-28.70-04.....8/30/22	J-75.55-00.....8/30/22
	J-10.25-00.....7/11/17	J-29.10-02.....8/26/22	J-80.05-00.....8/30/22
	J-10.26-00.....8/30/22	J-29.15-01.....7/21/16	J-80.10-01.....8/18/21
	J-12.15-00.....6/28/18	J-29.16-02.....7/21/16	J-80.12-00.....8/18/21
	J-12.16-00.....6/28/18	J-30.10-01.....8/26/22	J-80.15-00.....6/28/18
	J-15.10-01.....6/11/14	J-40.01-00.....8/30/22	J-81.10-02.....8/18/21
	J-15.15-02.....7/10/15	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
	J-20.01-00.....8/30/22	J-40.10-04.....4/28/16	J-84.05-00.....8/30/22
	J-20.10-04.....7/31/19	J-40.20-03.....4/28/16	J-86.10-00.....6/28/18
	J-20.11-03.....7/31/19	J-40.30-04.....4/28/16	J-90.10-03.....6/28/18
	J-20.15-03.....6/30/14	J-40.35-01.....5/29/13	J-90.20-03.....6/28/18
	J-20.16-02.....6/30/14	J-40.36-02.....7/21/17	J-90.21-02.....6/28/18
	J-20.20-02.....5/20/13	J-40.37-02.....7/21/17	J-90.50-00.....6/28/18
	J-20.26-01.....7/12/12	J-40.38-01.....5/20/13	
	J-21.10-04.....6/30/14	J-40.39-00.....5/20/13	
	J-21.15-01.....6/10/13	J-40.40-02.....7/31/19	
	J-21.16-01.....6/10/13	J-45.36-00.....7/21/17	
	J-21.17-01.....6/10/13	J-50.05-00.....7/21/17	

SPECIAL PROVISIONS - Continued

	J-21.20-01.....6/10/13	J-50.10-01.....7/31/19	
	J-22.15-02.....7/10/15	J-50.11-02.....7/31/19	
	J-22.16-03.....7/10/15	J-50.12-02.....8/7/19	
	J-26.10-03.....7/21/16	J-50.13-01.....8/30/22	
	J-26.15-01.....5/17/12	J-50.15-01.....7/21/17	
	J-26.20-01.....6/28/18	J-50.16-01.....3/22/13	
	J-27.10-01.....7/21/16	J-50.18-00.....8/7/19	
	J-27.15-00.....3/15/12	J-50.19-00.....8/7/19	
	J-28.01-00.....8/30/22	J-50.20-00.....6/3/11	
1	K-70.20-01.....6/1/16	K-80.32-00.....8/17/21	K-80.35-01.....9/16/20
	K-80.10-02.....9/25/20	K-80.34-00.....8/17/21	K-80.37-01.....9/16/20
2	L-5.10-00.....9/19/22	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12
	L-5.15-00.....9/19/22	L-30.10-02.....6/11/14	L-70.10-01.....5/21/08
	L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
3	M-1.20-04.....9/25/20	M-11.10-04.....8/2/22	M-40.20-00.....10/12/07
	M-1.40-03.....9/25/20	M-12.10-03.....8/2/22	M-40.30-01.....7/11/17
	M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
	M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
	M-2.20-03.....7/10/15	M-20.10-04.....8/2/22	M-40.60-00.....9/20/07
	M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
	M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
	M-3.20-04.....8/2/22	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
	M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
	M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
	M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
	M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	
4			

PART 5

WAGE RATES

WASHINGTON STATE PREVAILING WAGE RATES

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 12/01/2023

<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>
Pierce	Asbestos Abatement Workers	Journey Level	\$59.07	<u>5D</u>	<u>1H</u>		View
Pierce	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
Pierce	Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
Pierce	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	<u>7E</u>	<u>1N</u>		View
Pierce	Building Service Employees	Janitor	\$22.29	<u>5S</u>	<u>2F</u>		View
Pierce	Building Service Employees	Traveling Waxer / Shampooer	\$23.24	<u>5S</u>	<u>2F</u>		View
Pierce	Building Service Employees	Window Cleaner (High Time)	\$31.24	<u>5S</u>	<u>2F</u>		View
Pierce	Building Service Employees	Window Cleaner (Non-High Time)	\$29.74	<u>5S</u>	<u>2F</u>		View
Pierce	Cabinet Makers (In Shop)	Journey Level	\$28.36		<u>1</u>		View
Pierce	Carpenters	Acoustical Worker	\$74.96	<u>15J</u>	<u>4C</u>		View
Pierce	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	<u>15J</u>	<u>4C</u>		View
Pierce	Carpenters	Floor Layer & Floor Finisher	\$74.96	<u>15J</u>	<u>4C</u>		View
Pierce	Carpenters	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		View
Pierce	Carpenters	Scaffold Erector	\$74.96	<u>15J</u>	<u>4C</u>		View
Pierce	Cement Masons	Application of all Composition Mastic	\$72.87	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Application of all Epoxy Material	\$72.37	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Application of all Plastic Material	\$72.87	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Application of Sealing Compound	\$72.37	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Application of Underlayment	\$72.87	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Building General	\$72.37	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Composition or Kalman Floors	\$72.87	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Concrete Paving	\$72.37	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Curb & Gutter Machine	\$72.87	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Curing Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
Pierce	Cement Masons	Finish Colored Concrete	\$72.87	<u>15J</u>	<u>4U</u>		View

Pierce	Cement Masons	Floor Grinding	\$72.87	15J	4U		View
Pierce	Cement Masons	Floor Grinding/Polisher	\$72.37	15J	4U		View
Pierce	Cement Masons	Green Concrete Saw, self-powered	\$72.87	15J	4U		View
Pierce	Cement Masons	Grouting of all Plates	\$72.37	15J	4U		View
Pierce	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	15J	4U		View
Pierce	Cement Masons	Guniting Nozzleman	\$72.87	15J	4U		View
Pierce	Cement Masons	Hand Powered Grinder	\$72.87	15J	4U		View
Pierce	Cement Masons	Journey Level	\$72.37	15J	4U		View
Pierce	Cement Masons	Patching Concrete	\$72.37	15J	4U		View
Pierce	Cement Masons	Pneumatic Power Tools	\$72.87	15J	4U		View
Pierce	Cement Masons	Power Chipping & Brushing	\$72.87	15J	4U		View
Pierce	Cement Masons	Sand Blasting Architectural Finish	\$72.87	15J	4U		View
Pierce	Cement Masons	Screed & Rodding Machine	\$72.87	15J	4U		View
Pierce	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	15J	4U		View
Pierce	Cement Masons	Troweling Machine Operator	\$72.87	15J	4U		View
Pierce	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	15J	4U		View
Pierce	Cement Masons	Tunnel Workers	\$72.87	15J	4U		View
Pierce	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	15J	4C		View
Pierce	Divers & Tenders	Dive Supervisor/Master	\$93.94	15J	4C		View
Pierce	Divers & Tenders	Diver	\$129.71	15J	4C	8V	View
Pierce	Divers & Tenders	Diver On Standby	\$88.94	15J	4C		View
Pierce	Divers & Tenders	Diver Tender	\$80.82	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	15J	4C		View
Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	15J	4C		View

Pierce	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C		View
Pierce	Divers & Tenders	Manifold Operator	\$80.82	15J	4C		View
Pierce	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	15J	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C		View
Pierce	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C		View
Pierce	Dredge Workers	Assistant Engineer	\$79.62	5D	3F		View
Pierce	Dredge Workers	Assistant Mate (Deckhand)	\$79.01	5D	3F		View
Pierce	Dredge Workers	Boatmen	\$79.62	5D	3F		View
Pierce	Dredge Workers	Engineer Welder	\$81.15	5D	3F		View
Pierce	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F		View
Pierce	Dredge Workers	Mates	\$79.62	5D	3F		View
Pierce	Dredge Workers	Oiler	\$79.01	5D	3F		View
Pierce	Drywall Applicator	Journey Level	\$74.96	15J	4C		View
Pierce	Drywall Tapers	Journey Level	\$74.50	5P	1E		View
Pierce	Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1		View
Pierce	Electricians - Inside	Cable Splicer	\$88.45	5C	1G		View
Pierce	Electricians - Inside	Journey Level	\$82.57	5C	1G		View
Pierce	Electricians - Inside	Lead Covered Cable Splicer	\$94.34	5C	1G		View
Pierce	Electricians - Inside	Welder	\$88.45	5C	1G		View
Pierce	Electricians - Motor Shop	Craftsman	\$15.74		1		View
Pierce	Electricians - Motor Shop	Journey Level	\$15.74		1		View
Pierce	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
Pierce	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
Pierce	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
Pierce	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
Pierce	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
Pierce	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
Pierce	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
Pierce	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
Pierce	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
Pierce	Electronic Technicians	Journey Level	\$53.46	6Z	1B		View
Pierce	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
Pierce	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View
Pierce	Fabricated Precast Concrete Products	Journey Level	\$15.74		1		View
Pierce	Fence Erectors	Fence Erector	\$50.07	15J	4V	8Y	View
Pierce	Fence Erectors	Fence Laborer	\$50.07	15J	4V	8Y	View

Pierce	Flaggers	Journey Level	\$50.07	15J	4V	8Y	View
Pierce	Glaziers	Journey Level	\$79.16	7L	1Y		View
Pierce	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	15H	11C		View
Pierce	Heating Equipment Mechanics	Journey Level	\$96.42	7F	1E		View
Pierce	Hod Carriers & Mason Tenders	Journey Level	\$62.49	15J	4V	8Y	View
Pierce	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		1		View
Pierce	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Pierce	Inland Boatmen	Cook	\$56.48	5B	1K		View
Pierce	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Pierce	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Pierce	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Pierce	Inland Boatmen	Mate	\$57.31	5B	1K		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$15.74		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$15.74		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$15.74		1		View
Pierce	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$15.74		1		View
Pierce	Insulation Applicators	Journey Level	\$74.96	15J	4C		View
Pierce	Ironworkers	Journeyman	\$85.80	15K	11N		View
Pierce	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Airtrac Drill Operator	\$60.90	15J	4V	8Y	View
Pierce	Laborers	Ballast Regular Machine	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Batch Weighman	\$50.07	15J	4V	8Y	View
Pierce	Laborers	Brick Pavers	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Brush Cutter	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Brush Hog Feeder	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Burner	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Caisson Worker	\$60.90	15J	4V	8Y	View
Pierce	Laborers	Carpenter Tender	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Cement Dumper-paving	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Cement Finisher Tender	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Change House Or Dry Shack	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Choker Setter	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Chuck Tender	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Clary Power Spreader	\$60.15	15J	4V	8Y	View

Pierce	Laborers	Clean-up Laborer	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Concrete Form Stripper	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Concrete Placement Crew	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Crusher Feeder	\$50.07	15J	4V	8Y	View
Pierce	Laborers	Curing Laborer	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Ditch Digger	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Diver	\$60.90	15J	4V	8Y	View
Pierce	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Dry Stack Walls	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Dump Person	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Epoxy Technician	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Erosion Control Worker	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Fine Graders	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Firewatch	\$50.07	15J	4V	8Y	View
Pierce	Laborers	Form Setter	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Gabian Basket Builders	\$59.07	15J	4V	8Y	View
Pierce	Laborers	General Laborer	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Grade Checker & Transit Person	\$62.49	15J	4V	8Y	View
Pierce	Laborers	Grinders	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Grout Machine Tender	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Guardrail Erector	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	4V	8Y	View
Pierce	Laborers	High Scaler	\$60.90	15J	4V	8Y	View
Pierce	Laborers	Jackhammer	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Laserbeam Operator	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Maintenance Person	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Manhole Builder-Mudman	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Material Yard Person	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Mold Abatement Worker	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	4V	8Y	View
Pierce	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite,	\$62.49	15J	4V	8Y	View

		shotcrete, water blaster, vacuum blaster)					
Pierce	Laborers	Pavement Breaker	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Pilot Car	\$50.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Pipe Layer (Lead)	\$62.49	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Pipe Layer/Tailor	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Pipe Pot Tender	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Pipe Reliner	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Pipe Wrapper	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Pot Tender	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Powderman	\$60.90	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Powderman's Helper	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Power Jacks	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Railroad Spike Puller - Power	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Raker - Asphalt	\$62.49	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Re-timberman	\$60.90	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Remote Equipment Operator	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Rigger/Signal Person	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Rip Rap Person	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Rivet Buster	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Rodder	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Scaffold Erector	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Scale Person	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Sloper (Over 20")	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Sloper Sprayer	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Spreader (Concrete)	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Stake Hopper	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Stock Piler	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Swinging Stage/Boatswain Chair	\$50.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Toolroom Person (at Jobsite)	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Topper	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Track Laborer	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Track Liner (Power)	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Traffic Control Laborer	\$53.54	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
Pierce	Laborers	Traffic Control Supervisor	\$56.73	<u>15J</u>	<u>4V</u>	<u>9C</u>	View
Pierce	Laborers	Truck Spotter	\$59.07	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tugger Operator	\$60.15	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	<u>15J</u>	<u>4V</u>	<u>9B</u>	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	<u>15J</u>	<u>4V</u>	<u>9B</u>	View

Pierce	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	4V	9B	View
Pierce	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	4V	9B	View
Pierce	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	4V	8Y	View
Pierce	Laborers	Tunnel Work-Miner	\$62.59	15J	4V	8Y	View
Pierce	Laborers	Vibrator	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Vinyl Seamer	\$59.07	15J	4V	8Y	View
Pierce	Laborers	Watchman	\$45.51	15J	4V	8Y	View
Pierce	Laborers	Welder	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Well Point Laborer	\$60.15	15J	4V	8Y	View
Pierce	Laborers	Window Washer / Cleaner	\$45.51	15J	4V	8Y	View
Pierce	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	15J	4V	8Y	View
Pierce	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	15J	4V	8Y	View
Pierce	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	4V	8Y	View
Pierce	Landscape Construction	Landscape Operator	\$79.01	15J	3K	8X	View
Pierce	Landscape Maintenance	Groundskeeper	\$17.07		1		View
Pierce	Lathers	Journey Level	\$74.96	15J	4C		View
Pierce	Marble Setters	Journey Level	\$69.07	7E	1N		View
Pierce	Metal Fabrication (In Shop)	Fitter	\$15.74		1		View
Pierce	Metal Fabrication (In Shop)	Laborer	\$15.74		1		View
Pierce	Metal Fabrication (In Shop)	Machine Operator	\$15.74		1		View
Pierce	Metal Fabrication (In Shop)	Welder	\$15.74		1		View
Pierce	Millwright	Journey Level	\$76.51	15J	4C		View
Pierce	Modular Buildings	Journey Level	\$15.74		1		View
Pierce	Painters	Journey Level	\$51.71	6Z	11J		View
Pierce	Pile Driver	Crew Tender	\$80.82	15J	4C		View
Pierce	Pile Driver	Journey Level	\$75.41	15J	4C		View
Pierce	Plasterers	Journey Level	\$70.91	7Q	1R		View
Pierce	Plasterers	Nozzleman	\$74.91	7Q	1R		View
Pierce	Playground & Park Equipment Installers	Journey Level	\$15.74		1		View
Pierce	Plumbers & Pipefitters	Journey Level	\$85.72	5A	1G		View
Pierce	Power Equipment Operators	Asphalt Plant Operator	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Assistant Engineer	\$78.95	7A	11H	8X	View

Pierce	Power Equipment Operators	Barrier Machine (zipper)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Batch Plant Operator: Concrete	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Bobcat	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Brooms	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Bump Cutter	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Cableways	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Chipper	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Compressor	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Conveyors	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.48	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
Pierce	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators	Crusher	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Derricks: on building work	\$83.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Dozers D-9 & Under	\$79.01	15J	3K	8X	View

Pierce	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Drilling Machine	\$81.15	15J	3K	8X	View
Pierce	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Gradechecker/stakeman	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Guardrail punch/Auger	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Locator	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Horizontal/directional Drill Operator	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$81.15	15J	3K	8X	View
Pierce	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Loaders, Plant Feed	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Loaders: Elevating Type Belt	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Locomotives, All	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Material Transfer Device	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$84.77	7A	11H	8X	View
Pierce	Power Equipment Operators	Motor patrol graders	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View

Pierce	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
Pierce	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Pavement Breaker	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Posthole Digger, Mechanical	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Power Plant	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Pumps - Water	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Rigger and Bellman	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators	Rollagon	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Roller, Other Than Plant Mix	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Roto-mill, Roto-grinder	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Saws - Concrete	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Scrapers - Concrete & Carry All	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Service Engineers: equipment	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators	Shotcrete/gunite Equipment	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$81.15	15J	3K	8X	View
Pierce	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.96	15J	3K	8X	View
Pierce	Power Equipment Operators	Slipform Pavers	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Spreader, Topsider & Screedman	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Subgrader Trimmer	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Tower Bucket Elevators	\$79.01	15J	3K	8X	View

Pierce	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H	8X	View
Pierce	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H	8X	View
Pierce	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$86.48	7A	11H	8X	View
Pierce	Power Equipment Operators	Transporters, All Track Or Truck Type	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators	Trenching Machines	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H	8X	View
Pierce	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators	Truck Mount Portable Conveyor	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators	Welder	\$83.95	7A	11H	8X	View
Pierce	Power Equipment Operators	Wheel Tractors, Farmall Type	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators	Yo Yo Pay Dozer	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Brooms	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cableways	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Chipper	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Compressor	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.62	15J	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.48	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H	8X	View
Pierce	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
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H	8X	View
Pierce	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
Pierce	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
Pierce	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
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Crusher	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Derricks: on building work	\$83.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$81.15	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Guardrail punch/Auger	\$79.62	15J	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$81.15	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$84.77	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Motor patrol graders	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$75.57	15J	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$78.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Service Engineers: equipment	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$81.15	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$79.01	15J	3K	8X	View

Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$86.48	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$80.33	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$79.01	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.62	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Welder	\$83.95	7A	11H	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$75.57	15J	3K	8X	View
Pierce	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$79.62	15J	3K	8X	View
Pierce	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Pierce	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
Pierce	Refrigeration & Air Conditioning Mechanics	Journey Level	\$87.46	5A	1G		View
Pierce	Residential Brick Mason	Journey Level	\$27.02		1		View
Pierce	Residential Carpenters	Journey Level	\$49.93	15J	4C		View
Pierce	Residential Cement Masons	Journey Level	\$45.99		1		View
Pierce	Residential Drywall Applicators	Journey Level	\$74.96	15J	4C		View
Pierce	Residential Drywall Tapers	Journey Level	\$74.50	5P	1E		View
Pierce	Residential Electricians	Journey Level	\$44.11		1		View
Pierce	Residential Glaziers	Journey Level	\$79.16	7L	1Y		View
Pierce	Residential Insulation Applicators	Journey Level	\$24.52		1		View
Pierce	Residential Laborers	Journey Level	\$33.97		1		View
Pierce	Residential Marble Setters	Journey Level	\$29.29		1		View
Pierce	Residential Painters	Journey Level	\$51.71	6Z	11J		View
Pierce	Residential Plumbers & Pipefitters	Journey Level	\$85.72	5A	1G		View

Pierce	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$85.72	<u>5A</u>	<u>1G</u>	View
Pierce	Residential Sheet Metal Workers	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>	View
Pierce	Residential Soft Floor Layers	Journey Level	\$57.11	<u>5A</u>	<u>3J</u>	View
Pierce	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$58.26	<u>5C</u>	<u>2R</u>	View
Pierce	Residential Stone Masons	Journey Level	\$29.29		<u>1</u>	View
Pierce	Residential Terrazzo Workers	Journey Level	\$15.74		<u>1</u>	View
Pierce	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		<u>1</u>	View
Pierce	Residential Tile Setters	Journey Level	\$25.98		<u>1</u>	View
Pierce	Roofers	Journey Level	\$60.90	<u>5A</u>	<u>3H</u>	View
Pierce	Roofers	Using Irritable Bituminous Materials	\$63.90	<u>5A</u>	<u>3H</u>	View
Pierce	Sheet Metal Workers	Journey Level (Field or Shop)	\$96.42	<u>7F</u>	<u>1E</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83	<u>7V</u>	<u>1</u>	View
Pierce	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	<u>7X</u>	<u>4J</u>	View
Pierce	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>	View

Pierce	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J		View
Pierce	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K		View
Pierce	Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		1		View
Pierce	Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		1		View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		1		View
Pierce	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		1		View
Pierce	Soft Floor Layers	Journey Level	\$66.32	15J	4C		View
Pierce	Solar Controls For Windows	Journey Level	\$15.74		1		View
Pierce	Sprinkler Fitters (Fire Protection)	Journey Level	\$93.99	5C	1X		View
Pierce	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		1		View
Pierce	Stone Masons	Journey Level	\$69.07	7E	1N		View
Pierce	Street And Parking Lot Sweeper Workers	Journey Level	\$21.69		1		View
Pierce	Surveyors	Assistant Construction Site Surveyor	\$82.56	7A	11H	8X	View
Pierce	Surveyors	Chainman	\$78.95	7A	11H	8X	View
Pierce	Surveyors	Construction Site Surveyor	\$83.95	7A	11H	8X	View
Pierce	Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$78.95	7A	11H	8X	View
Pierce	Surveyors	Ground Penetrating Radar	\$78.95	7A	11H	8X	View
Pierce	Telecommunication Technicians	Journey Level	\$53.46	6Z	1B		View
Pierce	Telephone Line Construction - Outside	Cable Splicer	\$40.11	5A	2B		View
Pierce	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.67	5A	2B		View
Pierce	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.49	5A	2B		View
Pierce	Telephone Line Construction - Outside	Telephone Lineperson	\$37.90	5A	2B		View
Pierce	Terrazzo Workers	Journey Level	\$62.36	7E	1N		View
Pierce	Tile Setters	Journey Level	\$62.36	7E	1N		View
Pierce	Tile, Marble & Terrazzo Finishers	Finisher	\$53.19	7E	1N		View
Pierce	Traffic Control Stripers	Journey Level	\$89.54	15L	1K		View
Pierce	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.95	15J	11M	8L	View
Pierce	Truck Drivers	Asphalt Mix To 16 Yards	\$74.02	15J	11M	8L	View
Pierce	Truck Drivers	Dump Truck	\$74.02	15J	11M	8L	View
Pierce	Truck Drivers	Dump Truck & Trailer	\$74.95	15J	11M	8L	View
Pierce	Truck Drivers	Other Trucks	\$74.95	15J	11M	8L	View
Pierce	Truck Drivers - Ready Mix	Transit Mix	\$74.95	15J	11M	8L	View
Pierce	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.09		1		View

Pierce	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		<u>1</u>		View
Pierce	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		<u>1</u>		View

Overtime Codes

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

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

Overtime Codes Continued

- 1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

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

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

EXCEPTION:

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

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

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

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

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

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

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

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

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

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).

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.

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.

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.

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.

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL WAGE RATES

"General Decision Number: WA20230001 11/24/2023

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).

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:	. Executive Order 14026 generally applies to the contract. . 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.
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:	. Executive Order 13658 generally applies to the contract. . 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.

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

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

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	08/25/2023

3	09/01/2023
4	10/13/2023
5	11/03/2023
6	11/24/2023

CARP0003-006 06/01/2021

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

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIERS.....	\$ 44.97	16.87

DEPTH PAY:

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

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

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

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0030-004 06/01/2021

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

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

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

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

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

Zone Pay:

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

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIIVER 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.

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
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

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

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

listed cities:

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

Zone Pay:

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

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

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

Zone Pay:

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

ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

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

* ELEC0048-003 01/01/2023

CLARK, KLIKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

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:

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 01/01/2023

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

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 08/31/2023

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

	Rates	Fringes
CABLE SPLICER.....	\$ 62.79	25.09
ELECTRICIAN.....	\$ 57.08	24.92

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 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

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

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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

ENGI0302-003 06/01/2022

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)

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

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

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

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-
Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-overhead, bridge type-20 tons through 44
tons; Chipper; Concrete Pump-truck mount with boom
attachment; Crusher; Deck Engineer/Deck Winches (power);
Drilling machine; Excavator, shovel, backhoe-3yards and
under; Finishing Machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Horizontal/directional drill
operator; Loaders-overhead under 6 yards; Loaders-plant
feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant;

Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

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

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

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 (Dumora, 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 Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaunerly 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 06/01/2023

PIERCE County

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

Zone 1 (0-25 radius miles):

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

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes- 200 tons 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 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, stakeop; 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.

ENGI0612-012 06/01/2023

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

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

Zone 1 (0-25 radius miles):

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

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead,

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

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

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

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakeop; 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 01/01/2022

CLARK, COWLITZ, KLUCKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

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

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border

above, shall receive Zone III pay for all classifications.

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

Group 1A

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

Group 1B

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

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement
profiler eight foot (8') lateral cut and over; Auto Grader
or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment
(any type); Bulldozer, over one hundred twenty thousand
(120,000) lbs. and above; Concrete Batch Plant and/or Wet
Mix one (1) and two (2) drum; Concrete Diamond Head
Profiler; Canal Trimmer; Concrete, Automatic Slip Form
Paver (Assistant to the Operator required); Crane, Boom
Truck fifty (50) ton and with over one hundred fifty foot
(150') boom and over; Crane, Floating (derrick barge)
thirty (30) ton but less than one hundred fifty (150) ton;

Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

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

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five

thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

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

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail,

Tamping Machine, mechanical, self-propelled; Rigger; Roller
grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 01/02/2023

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

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

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM
COUNTIES

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

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

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

IRON0086-004 01/02/2023

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

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

LAB00238-004 06/01/2023

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

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

	Rates	Fringes
LABORER (A-1)		
GROUP 1.....	\$ 30.88	15.60
GROUP 2.....	\$ 33.72	15.60
GROUP 3.....	\$ 34.03	15.60
GROUP 4.....	\$ 34.33	15.60
GROUP 5.....	\$ 34.64	15.60
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60

GROUP 5.....\$ 37.64 15.60

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

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

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Buckler 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); Pipewrapper; Plasterer Tender; Vibrators (all)

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

LAB00238-006 06/01/2023

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

	Rates	Fringes
Hod Carrier.....	\$ 34.97	15.60

LAB00242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

Group 6: Miner

LAB00252-010 06/01/2022CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

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

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter
Tender; Cement Finisher Tender; Change House or Dry Shack;
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;
Demolition (wrecking and moving including charred
material); Ditch Digger; Dump Person; Fine Graders;
Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous
Waste Worker (Level C: uses a chemical ""splash suit"" and

air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

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

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

LABO0292-008 06/01/2022

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

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

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

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

LAB00335-001 06/01/2022

CLARK, COWLITZ, KCLICKITAT, 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 Buckler (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; Guniting Nozzleman Tender; Guniting 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; Guniting 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; Powdermen; 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

LABO0348-003 06/01/2022

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained

breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHAKIAKUM 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, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHAKIAKUM
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, KICKITAT, SKAMANIA and WAHIAKUM COUNTIES

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

* PLAS0072-004 06/01/2023

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$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 06/01/2023

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

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

PLAS0555-002 06/01/2023

CLARK, KICKITAT AND SKAMANIA COUNTIES

ZONE 1:

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

COMPOSITION WORKERS AND
POWER MACHINERY OPERATORS...\$ 44.19 19.95

Zone Differential (Add To Zone 1 Rates):

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

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

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

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

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

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

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

TEAM0037-002 06/01/2020

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

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

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

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

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

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

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

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

* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,

MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

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 center of listed cities*): Add \$1.00 per hour to Zone A rates.

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swamper; 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.

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
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Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams,
Chelan, Douglas, Ferry,
Grant, Kittitas, Lincoln,
Okanogan, Pen Oreille,
Spokane, Stevens, and Whitman
Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40

GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with

load bearing surface either mounted or pulled (16 through 25 tons);

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

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

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

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

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

NOTE:

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

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 DECISION

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PART 6

APPENDIX

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Edgewood by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Edgewood will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: RW Scott Construction Inc
Address: 4005 West Valley Highway North Auburn, WA 98001
Phone: 253-351-0001
Contact Person: Jeff Scott

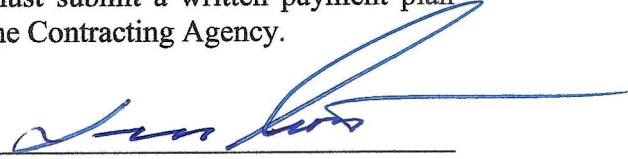
2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- ☒ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- ☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

12-4-2023
(Date)


(Signature)

Jeff Scott
(Print Name)

President
(Title)

3. **Subcontractor Responsibility:**

Instructions to Bidders: Check all boxes that apply

- ☒ The Bidder's standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020.
- ☒ The Bidder has a procedure for validating the responsibility of subcontractors with which the Bidder contracts.
- ☒ The Bidder's subcontract form includes 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.

If the Bidder is unable to check all of the above boxes, provide an explanation as to how the bidder will comply with RCW 39.06.020.

12-4-2023

(Date)



(Signature)

Jeff Scott

(Print Name)

President

(Title)

4. **Claims Against Retainage and Bonds:**

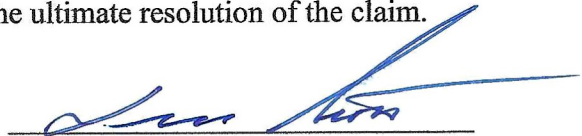
Instructions to Bidders: Check the appropriate box

- ☒ The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- ☐ Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

12-4-2023

(Date)


(Signature)

Jeff Scott

(Print Name)

President

(Title)

5. **Public Bidding Crime:**

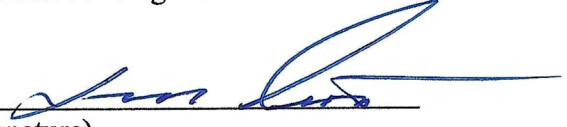
Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

12-4-2023

(Date)


(Signature)

Jeff Scott

(Print Name)

President

(Title)

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

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

12-4-2023
(Date)


(Signature)

Jeff Scott
(Print Name)

President
(Title)

7. **Lawsuits**

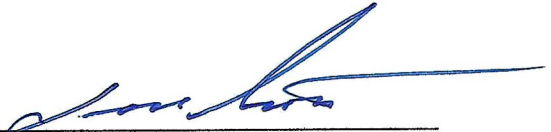
Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- ☐ Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

12-4-2023

(Date)


(Signature)

Jeff Scott

(Print Name)

President

(Title)

8. **Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal date, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

12-4-2023

(Date)



(Signature)

Jeff Scott

(Print Name)

President

(Title)

9. **Capacity and Experience**

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. **Capacity**

- i. Gross dollar amount of work currently under contract:

See attached

- ii. Gross dollar amount of contracts currently not completed:

See attached

- iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

See attached

all equipment owned

- iv. Number of superintendents on Bidder's staff:

2

B. Experience

- i. General character of work performed by firm:

Henry Infrastructure

- ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

Mark Hall 30 years
23 years

- iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: See attached

Owner is a Government Agency? ☐ Yes ☐ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#2 Owner's Name and Contact Information: _____

Owner is a Government Agency? ____ Yes ____ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#3 Owner's Name and Contact Information: _____

Owner is a Government Agency? ____ Yes ____ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____



R.W. SCOTT CONST. CO.

General Contractor

Auburn, WA

Projects

Job #	Job Name	Job Owner	Contact	Phone	Contract Amt	% Complete	Completion Date
617	Main and Wood Intersection Improvements	City of Sumner	Courtney Littrell	(253) 299-5710	\$ 2,084,552.19	90%	
618	Mount Rainer Christian Center - Enumclaw - Donovan Brothers	Mount Rainer Christian Center	Rod Robertson	(253) 939-7777	\$ 386,012.56	90%	
619	Soos Creek Water & Sewer District - Bouelvard Lanes, Phase 2 AC Pipe Replacement	Soos Creek Water & Sewer District	Greg Hill	(253) 630-9900	\$ 2,374,037.79	25%	
621	Benson Hill Bollard Improvements	Renton School District	Alisha Smothers	(425) 204-4427	\$ 153,886.00	90%	
622	Renton Park ADA Improvements	Renton School District	Alisha Smothers	(425) 204-4427	\$ 168,737.00	90%	
623	Hazelwood Elementary Safety Upgrades	Reynolds General Contracting	Joe Reynolds	(907) 240-7328	\$ 129,753.30	90%	
624	King County Water District No. 90 - Suburban Tracts Water Main Replacement	Kind County Water District No. 90	Craig Christensen	(425) 586-9757	\$ 1,964,522.00	30%	
625	Sammamish 2023 ADA Barriers Removal	City of Sammamish	Jim Grueber	(425) 295-0500	\$ 381,170.09	95%	
626	Maple & Wood Watermain Burst	Fat Beam	Patrick Gottbreht	(509) 344-1008	\$ 15,144.00	100%	

Retention Due

606	SE May Creek Park Drive	City of New Castle	Kerry Sullivan	(425) 386-4113	\$ 2,036,864.00		6/1/2023
614	126th Ave NE Watermain Improvements	City of Kirkland	Scott Gonsar	(425) 587-3830	\$ 1,429,377.00		4/11/2023



General Contractor

Auburn, WA

References

Contract Date	Job Name	Award Agency	Contact Information	Date Completed	Original Contract Amount
12/09/22	Mount Rainer Christian Center	Donovan Bros.	Kevin Donovan kevin@dbros.com		267,790.00
11/19/22	Auburn Playground	City of Auburn	Melissa Leger (253) 797-7310		48,893.21
11/15/22	Main and Woods Intersection Improvements	City of Sumner	Courtney Littrell (253) 299-5710		2,084,552.19
9/14/22	Frontage Road Culvert Repair, Phase 2	City of Auburn	Aleksey Koshman (253) 804-5071	11/14/2022	70,481.62
9/14/22	126 th Ave NE Watermain Improvements	City of Kirkland	Scott Gonsar (425) 587-3830		1,426,377.00
7/11/22	Coal Creek Parkway SE Catch Basin Lid Adjustment	City of Newcastle	Connor Simonson (425) 386-4112	11/03/2022	12,859.68
7/05/22	111 th Place SE Sewer Line Repair Coal Creek Utility District	City of Newcastle	Patrick (425) 253-9200	11/03/2022	32,336.37
07/14/2022	SE May Creek Park Drive	City of Newcastle	Kerry Sullivan kerrys@newcastlewa.gov		2,036,864.00
06/21/2022	2022 Annual Sidewalk Repair	City of North Bend	Tom Mohr (425) 888-7653		337,115.00
06/21/2022	North Bend Way Sidewalk Repair	City of North Bend	Tom Mohr (425) 888-7653		290,070.00

06/17/2022	116 th Ave SE & Edmonds Ave NE	City of Newcastle	Kerry Sullivan kerrys@newcastlewa.gov		234,435.00
03/29/2022	Water Main Replacement	City of Issaquah	Tony Nguyen (425) 837-3437		847,659.00
	37 th Street NW Flood Control	City of Auburn	Cindy West (253) 931-3002		
	Step By Step (Phase 2)	Jon & Krista Linden	Krista Linden (253) 896-0903		369,022.15
	Auburn Way & 1 st Ave NE Signal	City of Auburn	Cindy West (253) 931-30002		1,234,541.21
	Morganville South AC Water Main	City of Black Diamond	Scott Hanis (360) 851-4521		694,738.13
04/05/2021	85 th Avenue Seattle	Green City - Private	Leah Jones leahj@greencitydev.us	07/15/2021	230,865.00
04/02/2021	Well 6R Access Road	Lake Meridian Water District	Madison McCrosky mmccrosky@g-o.com	05/21/2021	28,320.47
04/06/2021	Surface Water Capital Projects	City of Des Moines	Tyler Beekley tbeekley@desmoineswa.gov		1,282,248.20
04/01/2021	Emerson Avenue ADA Ramps	City of Wenatchee	Steve Dobron sdobron@wenatcheewa.gov	06/03/2021	76,591.75
03/01/2021	Stone Avenue Seattle	Green City - Private	Leah Jones leahj@greencitydev.us		290,036.43
01/11/2021	Semanski Roundabout	City of Enumclaw	Dwayne Walker (360) 615-5730	06/20/2021	338,597.31
12/08/2020	Lakewood 100 th St SW & Lakewood DR SW	City of Lakewood	Alla Dobrovidova adobrovidova@cityoflakewood.us		744,744.00
12/08/2020	NE 24 th and 113 th Crosswalk Upgrades	City of Kirkland	Marius Eugenio, Jr. (425) 587-3872	03/23/2021	69,773.10
10/20/2020	Downtown Core Streetscape	City of Renton	David Buchheit dbuchheit@rentonwa.gov		839,369.50
09/15/2020	Burien Cove Stormwater Erosion	City of Burien	Brian Victor (206) 248-5533	01/27/2021	129,999.00
08/06/2020	2020 Pedestrian Safety Sidewalk and ADA Imp	City of Auburn	Amanda DeSilver adesilver@auburnwa.gov	04/19/2021	459,522.50

04/15/2020	Manorwood Water Main Replacement	City of Puyallup	Hans Hunger hhunger@puyallupwa.gov	8/30/2020	857,980.00
01/22/20	Mason Transit Authority Parking Lot Retrofit	City of Shelton	Brooke Kilts Brooke.kilts@sheltonwa.gov	10/22/20	308,641.12
1/9/20	Lakewood Arrowhead Water Main	Lakewood Water District	Craig Gibson (253) 588-4423	10/10/20	1,177,355.95
8/6/19	NE 23 rd Sidewalk & 100 th NE	City of Bellevue	Erikka Hildonen (425) 452-5280	12/31/19	540,414.25
7/16/19	Auburn Way South (SR164) Sidewalk Improvements	City of Auburn	Matt Larson (253) 804-5032	1/29/20	588,838
3/11/19	Renton Ave S Resurfacing	City of Renton	Michelle Faltaous (425) 430-7301	11/20/19	1,585,247.60
8/15/18	Lake Kathleen Water Main Improvements	King County Water District 90	Darcey Peterson darceyp@kcwd90.com	5/17/20	2,077,957.00
7/31/18	Louis Thompson Road SE Slide Repair & Drainage Improvement	City of Sammamish	Melonie Anderson (425) 295-0511	7/5/19	1,147,654.00
6/14/18	2018 Street Overlay Military Rd S, S 209 th St to I-5 Overpass	City of Seatac	Karen Spencer (206) 973-4720	10/18/19	2,615,958.00
6/7/18	East Lake Sammamish Pkwy SE Crosswalk Project	City of Sammamish	Melonie Anderson (425) 295-0511	9/30/18	240,970.00
1/5/18	Military Road	City of Lakewood	Troy Pokswinski (253) 983-7795 Ext 7729		\$551,331.00
9/27/17	2017 Sidewalk Rehabilitation & Replacement & Street Overlay	City of Renton	Hebe Bernardo (425) 430-7232	6/1/18	\$796,584.00
7/7/17	132 nd Ave SE Pedestrian Improvements	City of Kent	Phil McConnell (253) 856-5542	3/1/18	\$933,662.50
5/2/17	54 th Street W Roadway Improvements	City of University Place	Brittney Noble (253) 460-2526	1/31/18	\$505,300.00

4/10/17	Gravelly Lake Dr SW: 100 th St SW to Bridgeport Way	City of Lakewood	Alla Dobrovidova (253) 983-7816		\$1,966,610.00
3/1/17	129th Ave SE Sidewalk & Pedestrian Improvements T- 041	City of Newcastle	Maria Lindberg (425) 649-444		\$167,929.00
Contract Date	Job Name	Award Agency	Contact Information	Date Completed	Original Contract Amount
11/22/16	Gravelly Lake Drive Sidewalks – 59th Ave to Steilacoom Blvd (302.0054)	City of Lakewood	Troy Pokswinski (253) 983-7795 Ext 7729		\$228,796.00
8/24/16	Jovita Boulevard Realignment Project	City of Edgewood	Tani Stafford (206) 284-0860		\$887,594.00
6/1/16	32nd Ave Sidewalk ST-832	City of SeaTac	Toli Khlevnoy PE (206) 973-4739		\$783,707.50
8/10/16	2016 Pedestrian Improvements Program	City of Federal Way	Eriik Preston PE (253) 835-2744		\$522,255.00
4/7/16	Mildred Street	City of University Place	Jack Ecklund (253) 460-5411		\$1,337,165.00
1/21/16	City-Wide Intersection & Safety Improvements	City of Covington	Tani Stafford (206) 284-0860	4/16	\$211,258.00
11/10/15	Kent Kangley Pedestrian Improvements Project #11- 3006	City of Kent	Timothy LaPorte (253) 856-5500		\$574,897.45
11/11/15	2015 Annual Sidewalk Link & Repair Project #2015-0016	City of Puyallup	Joy Rodriguez (253) 841-5549	3/16	\$296,191
4/10/17	Gravelly Lake Dr SW: 100 th St SW to Bridgeport Way	City of Lakewood	Alla Dobrovidova (253) 983-7816		\$1,966,610.00
3/1/17	129th Ave SE Sidewalk & Pedestrian Improvements T- 041	City of Newcastle	Maria Lindberg (425) 649-444		\$167,929.00
11/22/16	Gravelly Lake Drive Sidewalks – 59th Ave to Steilacoom Blvd (302.0054)	City of Lakewood	Troy Pokswinski (253) 983-7795 Ext 7729		\$228,796.00



R.W. SCOTT CONSTRUCTION CO.

General Contractors — 223-01-RWSCOC*229MU

4005 WEST VALLEY HIGHWAY NORTH, SUITE A, AUBURN, WASHINGTON 98001

PHONE: (253) 351-0001 FAX: (253) 351-01

INFORMATION FOR CREDIT APPLICATIONS

Incorporated: July, 1978

Business Started: 1972

Owners/Officers:

Jeff Scott, President — jeffscott@rwscottconstruction.com

Debra Scott, Treasurer

R. W. Scott, Vice President

Jeff Scott, Secretary

Diane Tupper, Office Manager — admin@rwscottconstruction.com

Accounts Payable email — ap@rwscottconstruction.com

Road and Underground Utility Construction Company:

Contractor #RWSCOC*229MU Federal ID #91-1038390

D&B #06 167 4743

Resale #C600 298 242

ICC #CC25984(WUTC)

Labor & Industries #579,092-00

Fiscal Year End: September 30 Employment Security #447718-00-5

Annual Dollar Volume Sales: \$7,000,000

Purchase Orders Required

Bank Information:

Commencement Bank

Auburn Branch: 220 15th St NE, Auburn, WA 98002

Account # 479681113680

Branch Contact: Janice Rindfleisch Phone: (253) 246-2080

jrindfleisch@commencementbank.com

References:

H.D. Fowler

PO Box 160

Bellevue, WA 98009

(425) 746-8400 Phone

(425) 641-8885 Fax

Account #192980

Icon Materials

PO Box 88050

Tukwila, WA 98138-2050

(206) 575-3200 Phone

(206) 575-0319 Fax

Account #60473

Miles Sand and Gravel

400 Valley Ave NE

Puyallup, WA 98372

(253) 833-3700 Phone

(253) 833-3746 Fax

Account #049900

Western Peterbilt, Inc.

3707 Airport Way S

Seattle, WA 98124

(206) 624-1564 Phone

(206) 587-3754

Account #261041

RENTAL RATE	EQ #	YR	DESCRIPTION	SERIAL NUMBER	Weight	Payroll Code
50/80	109	1998	JD 310SE Loader/Backhoe (Hoepac/Breaker)	T0310SE851205	16K	Loader
	115	1996	Komatsu PC200-6 (totalled) (NO INSURANCE)	J20011		
40	122	2017	Kobelco SK35SR-6E Mini Exc	PX17-41855	9K	Equip_15
40	123	2017	Kobelco SK35SR-6E Mini Exc	PX17-41867	9K	Equip_15
70	124	2015	Komatsu Hydraulic Excavator, PC 228USLC-10	569176	55K	Equip_50
70	126	1995	Komatsu Exc. PC200-6E	92470	43K	Equip_50
35	127	1991	JD 400GLT Crawler/Dozer	T0400GC772596	12K	Equip_15
50	128	1999	JD 650H Crawler/Dozer	T0650HX876233	20K	Dozer
15	136	2001	Variable Message Board Lic #6689PF	Vin #1A9H12107YM157379 Serial #586451		
	138		JD425 Disk (NO INSURANCE)	P00425X013422		
20	153	2001	Laymore Sweeper 8HC	21N00175 Serial #28352-005		Broom
	154	2012	Laymore Sweeper 8HC	8HC33856		Broom
	156	2003	TC91S Hydraulic Compactor (NO INSURANCE)	2002133-3		
48D/6	158		EW/2800 Generator (NO INSURANCE)			
48D/6	158A		Yamaha Generator (NO INSURANCE)			
20	159		Wacker Reversible Plate DPU5045H Compactor (NO INSURANCE)	743846408		
	165	1973	Trailmobile 45' Van Semi Trailer (NO INSURANCE)	J34627		
	166	1998	6000 Gal Model D MH Supervault Fuel Tank	MDH4600052		
175D/22	167		Trench Box (1/2 bought from Ritchie Bros, 1/2 from Rhine) (NO INSURANCE)	416DW & W9601195		
	168	1978	2000 Gallon Fuel Tank and Pump on Skids (NO INSURANCE)			
	169	1978	HM Fuel Tank on Wheels - Lic #JD1476 (NO INSURANCE)	WA7652693		
60	178	1993	Ingersoll Rand SD100D Smooth Roller	9112		
	180		Manlift Grove AM251XT	48606		
13	182	1985	Mitsubishi Forklift (NO INSURANCE)	F2050294		
175D/22	185	2000	Airshore Alluminum Trench Box 4x8			
	185A	2000	Airshore Alluminum Trench Box 2x8			
30	186	1998	Rammer Hammer S-56	103156R		
48D/6	187	1981	Homelite 3" Diapham Pump Model 111DOP3-1 (NO INSURANCE)	01588966		
	188	1983	Jet 10 Ton Floor Jack (NO INSURANCE)	JSJ-10		
10	189	1977	Headshaker Compactor (HED LS-1100) (NO INSURANCE)	LS-184		
175D/22	190		Trench Box Model 1445 Stone Mizer (NO INSURANCE)	0791445		
	192	1989	3" Wacker Trash Pump Model PT3A (NO INSURANCE)	506803577		
	195	1991	Rammer Hammer Mod S-26	SN 628		
	197	1997	Polaris 4x4 Quad LIC# 093144A	4XACH50A7VA032089		
	198	1997	Spectre Utility Trailer LIC #1270XY (NO INSURANCE)	4W8UF1418V1000697		
150D	201	2002	Octagon Manhole (Trench) Box Model #OB88 (NO INSURANCE)	NES0402-1788		
58	202	2001	Hitachi ZX135US-E Hydraulic Excavator	1SKP061984	30K	Equip_30
60	203	2017	CAT239D	CAT0239DTBL901790	1/2 YD	Loader
56	204	1999	Case Loader/Backhoe 590 Super L (Hoepac/Breaker)	JJG0211487	1/2 YD	Equip_15
70	206	2000	Komatsu PC210-6E	31627	43K	Equip_50
55	209	2000	JD 624H Loader (Includes QC350GPBOE 3.5 Bucket)	DW624HX577280	3 YD	Loader
	209A	2004	JD Fork Attachment	QC500CUF9672M		
	210		Cat Forklift - Shop (NO INSURANCE)	8EB3074		
90	211	2003	Komatsu PC300LC-7L Hydraulic Excavator	A85525	77K	Equip_50
50	213	2004	JD 310SG Backhoe/Loader	T0310SG930036	1 YD	Equip_15
	214		Komatsu PC45MR-5	130964 KMPTC259CHE030964	11K	Equip_15
60	215	2003	Komatsu PC138US-2 Hydraulic Excavator	3616	31K	Equip_30
60	216	2004	Hamm 3412 84" Vibratory Roller	60300		Roller
	217		Trench Box, 4'x20', Speedshore, Model 420Dw4 (NO INSURANCE)	0-2752		

RENTAL						Payroll
RATE	EQ #	YR	DESCRIPTION	SERIAL NUMBER	Weight	Code
	218		Trench Box, 8x20, Speedshore, Model 820DW4KE (NO INSURANCE)	99-2593		
	219		Manhole Box, 4x8' and 8x8x4, Protec (NO INSURANCE)	18481 and 18482		
48D/6	220	1992	Spectra Psysics - Laser Model L-1165 (NO INSURANCE)	1069		
48D/6	221	1994	Top Con Rotating Laser - RL 50B W/LS-50 - 2/T4 Trypod (NO INSURANCE)			
48D/6	222	1994	12 KW Kohler Gas Powered Generator (NO INSURANCE)	2325100337		
48D/6	223	1996	L1165 Dialgrade w/Wireless Remote Laser (NO INSURANCE)	6487		
48D/6	224	1997	Dialgrade Model 1250HP Laser (NO INSURANCE)	6817		
48D/6	225	1997	Grade-Eye Receiver DR2S (NO INSURANCE)	6649		
	226		4X8 Alum Trench Box - airshore			
	226a		Mate to Trench Box Eqp #226			
	227		QF 3000 Freeze Kit (NO INSURANCE)			
40	228	2005	Kobelco SK35SR-3 Mini Excavator	PX1211734		Equip_15
85	229	2006	Asphalt Zipper AZ500 48HD Cutter w/Trailer BT0011 Trailer Plate #7971UP	Machine #50000120 Trailer #109FS082X6U023542		
25	230	2006	Allied Impact Breaker - Rammer S27	27AAA0842527		
25	231	2006	Caterpillar CB-224E 47" Double Drum Roller	ID=26W54549/S=022402067		Roller
	233		Leica Piper 100 Pipe Laser (NO INSURANCE)			
	234		Trench Box, 8x24x4 Steelbox, 19488 Pro-Tec (NO INSURANCE)	19488-003		
	235		Astec KDS710T Creen	83061		
	304	1995	Arrowboard/NEEDS TABS (NO INSURANCE)	Lic #6607-LN		
	305	1995	Arrowboard/NEEDS TABS (NO INSURANCE)	Lic #6606-LN		
37D/4.63	306	1995	Arrowboard (NO INSURANCE)	9506B418		
37D/4.63	307	1995	Arrowboard (NO INSURANCE)	9503B417		
	308	1999	Hotsy Steam Cleaner Model #980B (NO INSURANCE)	H44011		
10	312	1999	Wacker BS600 Rammer (NO INSURANCE)	5076921		
10	313		Wacker Plate Compactor (NO INSURANCE)	5282094		
	314		Wacker Plate Compactor (NO INSURANCE)	5224343		
	315		Wacker Plate Compactor (NO INSURANCE)	5226351		
15	316		Ingersoll-Rand Air Compressor P185WIR Plate #5092VH (NO INSURANCE)	329934UEM295		
15	317		Ingersoll-Rand Air Compressor P185WIR Plate #5091VH (NO INSURANCE)	4FVCABAA32U330467		
	318		Sequential Arrow Board/Eclipse/Solar/Allmand (NO INSURANCE)	179AB03		
	320		Sequential Arrow Board/Eclipse/Solar/Allmand (NO INSURANCE)	042AB03		
	321		Sequential Arrow Board/Eclipse/Solar/Allmand (NO INSURANCE)	180AB03		
	322		Transmission Jack Model #5019 OTC Brand (NO INSURANCE)	0708AE62608		
	323		BTI TB425Q Breaker w/Chisel Point, Hoses & QC	4009446		
	324	2001	Variable Message Board Plate #6295UR	Vin #1A9H121041M157081 Serial #586811		
	325	2000	Variable Message Board Plate #5754NH	Vin #1A9H12101YM157581 Serial #586654		
	326	2004	Variable Message Board	Vin #1A9H121073M157438 Serial #588418		
15	327	2001	Wacker BS600 Jumping Jack (NO INSURANCE)	5251658		
20	328		Wacker Reversible Plate DPU5045H Compactor (NO INSURANCE)	786250241		
	330	2007	Airshore 4x8 Alluminum Trench Box LPS-48 (NO INSURANCE)			
	331	2007	PT3A 3" Trash Pump (NO INSURANCE)	5701939		
	333	2007	PT2A 2" Wacker Trash Pump w/Honda engine (NO INSURANCE)	5709209		

RENTAL								Payroll
RATE	EQ #	YR	DESCRIPTION	SERIAL NUMBER	Weight	Code		
70	334	1992	John Deere 772BH Grader Plate #B89501D	DW772BH534118				
10	335	2007	3900 Linelazer IV 2-Gun Stripper (NO INSURANCE)	Serial #BA3403				
38 w/break			Kubota KX121-3 Mini Excavator					
48	336	2006		32824	9K		Equip_15	
60	337	2005	Komatsu PC138USLC-2EO	1822	32K		Equip_30	
50	338	2008	John Deere 450JLT	T0450JX161207				
25	339	2007	Dynapac LG500 Plate Compactor	35005627				
25	340	2007	Dynapac LG500 Plate Compactor	35005507				
130 w/zipper	342	1987	Komatsu 380-1 Loader	11097	38,000		Equip_50	
	343	2000	Halla Forklift Model #LF30 (NO INSURANCE)	1077K				
	344	2009	LED Pressure Washer Model #2430YA (NO INSURANCE)	103981				
	345	2009	Rammer Hammer BR522 w/ Quick Attachment	22181432				
75	346	1998	GMC Eagle Elgin (Sweeper Truck) License #B30589L	1GDM7C1J6WJ507005				
	347		GME Bedding Box Model #RB9 (NO INSURANCE)	MO705812				
60	348	2007	Komatsu PC138 USLC8	21531	32K		Equip_30	
	349	2001	Allmand Night Pro Lite Tower PLATE #6614UI (NO INSURANCE)	0598PRO01				
	350	2008	Bomag Model BT60/4 Vibratory Compactor (NO INSURANCE)	101540-50-7092				
50	351		Concut Concrete Saw 4 Cyl Gas Engine (NO INSURANCE)					
	352	2005	Genie Lite Tower Model #TML4000N Plate #9258XR (NO INSURANCE)	5D8LC14165R000787				
	353		Leica Piper 100 Pipe Laser	P100-01009				
	354	2009	Leica Rugby 270SG	10036				
	355		Honda Generator EB3000 (NO INSURANCE)	E2GP-1 172020 Motor Serial #GCAE-2222177				
	356		Mueller Water Tapping Macine Catalog #B-101, Model #1 Rigid Motor Model #700, Serial #EE99385 (NO INSURANCE)					
60	357	2013	Komatsu WA380-7 Wheel Loader	10181	4 YD		Loader	
	358	2010	Kubota B2620HSD Tractor	51851				
	359	2009	ADDCO DH1000ALS Message Board	4SEP161X9M4SE812				
	360	2009	ADDCO DH1000ALS Message Board	4SEP16119M4SE813				
	361	2013	Bomag Compactor Model #BT60/4	BT6071547				
	362	2013	Bomag Compactor Model #BT60/4	BT6071548				
	363	2013	Wacker Plate Compactor Model # WP1550AW	WP1550266				
	364	2013	Wacker Plate Compactor Model # WP1550AW	WP1550267				
	365	2014	PJ 14' dump trailer Model #D7142 201426 License #2459-YF	4P5D7142XE1201426				
	366		25KW Multiquip Generator Whisperwatt #DCA-25SSIU	7102383				
	367	2005	Club Car Golf Cart	AG9524438207				
	368	1977	Mack RL612LST Water Truck	RL612LST34940				
	369		Trench Box XLD-616	103776				
	370		Gravel Skiff Model #BS-7 GME	19409				
60	371		Komatsu WA40-3E Front End Loader	14676	1/2 YD		Loader	
	372		Rammer City Hydraulic Breaker	24BDB2334				
	373		NEW CONCRETE SAW					
	374	2009	ADDCO VMS MSGBOARD	4SEP16139M4SE845				
	375	2009	ADDCO VMS MSGBOARD	4SEP16139M4SE846				
	376	2009	ADDCO VMS MSGBOARD	4SEP16139M4SE847				
	377	2009	ADDCO VMS MSGBOARD	4SEP16139M4SE848				
	390	2018	R & D Trench Paver	2018108				
	391	2019	Compactor Attachment Model THC-50	C20160				
	392	2015	Test Pump Model 278-068	15FO1-D	11/10/19		1,200.00	
	396	2021	Rammer 555E w/out top plate	555EA0692	5/5/21		7,300.00	
		Attachments	1 Mower Deck, 3 impact breakers,					

RENTAL						Payroll
RATE	EQ #	YR	DESCRIPTION	SERIAL NUMBER	Weight	Code
	398					
	399	2016	Landa Equo Part #pwh430024a	1.10985E+12		
			3000psi 220v		8/1/20	3,500.00
	400	2008	Astec Screener Model #kds710t	83061	6/22/21	55,280.00
	401	1999	Komatsu Forklift - Shop			
	407		Pressure Systems Innovations Pressure washer	16801654		
	408		Stihl FS91	534545660		
	409		Stihl KM91R	534367668		

APPENDIX B

STORMWATER POLLUTION PREVENTION PLAN

Stormwater Pollution Prevention Plan (SWPPP)

for
Chrisella Road E Safety Improvements

Prepared for:
Town of Edgewood

Permittee / Owner	Developer	Operator / Contractor
Town of Edgewood	Town of Edgewood	TBD

Chrisella Road E from 48th St E to 36th St E, Edgewood, WA

Certified Erosion and Sediment Control Lead (CESCL)

Name	Organization	Contact Phone Number
TBD	TBD	TBD

SWPPP Prepared By

Name	Organization	Contact Phone Number
Kerri Sidebottom, P.E.	Gray & Osborne, Inc.	206-284-0860

SWPPP Preparation Date
May 2023

Project Construction Dates

Activity / Phase	Start Date	End Date
TBD	June 2023	October 2023

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List of Appendices

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DRAFT

List of Acronyms and Abbreviations

Acronym / Abbreviation	Explanation
303(d)	Section of the Clean Water Act pertaining to Impaired Waterbodies
BFO	Bellingham Field Office of the Department of Ecology
BMP(s)	Best Management Practice(s)
CESCL	Certified Erosion and Sediment Control Lead
CO₂	Carbon Dioxide
CRO	Central Regional Office of the Department of Ecology
CSWGP	Construction Stormwater General Permit
CWA	Clean Water Act
DMR	Discharge Monitoring Report
DO	Dissolved Oxygen
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency
ERO	Eastern Regional Office of the Department of Ecology
ERTS	Environmental Report Tracking System
ESC	Erosion and Sediment Control
GULD	General Use Level Designation
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
NWRO	Northwest Regional Office of the Department of Ecology
pH	Power of Hydrogen
RCW	Revised Code of Washington
SPCC	Spill Prevention, Control, and Countermeasure
su	Standard Units
SWMMEW	Stormwater Management Manual for Eastern Washington
SWMMWW	Stormwater Management Manual for Western Washington
SWPPP	Stormwater Pollution Prevention Plan
TESC	Temporary Erosion and Sediment Control
SWRO	Southwest Regional Office of the Department of Ecology
TMDL	Total Maximum Daily Load
VFO	Vancouver Field Office of the Department of Ecology
WAC	Washington Administrative Code
WSDOT	Washington Department of Transportation
WWHM	Western Washington Hydrology Model

1 Project Information

Project/Site Name: Chrisella Road E Safety Improvements
Street/Location: Chrisella Road E from 48th St E to 36th St E
Town: Edgewood **State:** WA **Zip code:** 98372
Subdivision: N/A
Receiving waterbody: Wapato Creek

1.1 Existing Conditions

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage: 5.98 ac
Disturbed acreage: 0.76 ac
Existing structures: 0 ac
Landscape: 2.71 ac
Topography:
Drainage patterns: Runoff drains generally from north to south toward the south end of the project area via the Town's roadside ditches and several culverts crossing the road from east to west.
Existing Vegetation: Non-native cleared area or lawn adjacent to the road along the project limits.
Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes): Steep slopes exist adjacent of the site to the east, but the project and all construction activities will be downslope of the steep areas.

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: Wapato Creek is listed as Category 5 for fecal coliform and dissolved oxygen, and Category 4C for instream flow (habitat) approximately ½ mile away from the project site

Table 1 includes a list of suspected and/or known contaminants associated with the construction activity.

Table 1 – Summary of Site Pollutant Constituents

Constituent (Pollutant)	Location	Depth	Concentration
None known			

1.2 Proposed Construction Activities

Description of site development (example: subdivision):

Road safety improvements will be constructed along Chrisella Road E.

Description of construction activities (example: site preparation, demolition, excavation):

Construction activities will include ADA and utility work, pavement marking removal, and sign/post removal, relocation, or replacement as needed. Shoulder widening via converting the existing ditch and driveway culverts along the east side of the roadway to a storm pipe collection system; Guardrail installation (where warranted); Installation of profiled thermoplastic dual-yellow centerlines, with supplemental raised pavement markers, profiled thermoplastic white edge stripes, LED perimeter lit curve warning chevrons, speed limit signage and speed feedback signs on Chrisella Road E between 36th Street E and 48th Street E. There is an existing, subgrade stormwater conveyance system below the road that manages runoff from the existing right-of-way, which will also be replaced and improved as part of this project. Temporary sediment and erosion control measures addressed in this report and in the contractor-prepared SWPPP shall apply to all portions of this project.

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map in Appendix A:

The project site covers an area of approximately 5.98 acres, consisting of the right-of-way over a length of 4,350 feet. Runoff from the project site currently flows downslope to the north and south, with two separate drainage basins on the project site. Runoff from the north basin flows to the north to a seasonal drainage at Meridian Ave E (SR-161) that is tributary to Wapato Creek. Runoff from the south basin flows south through offsite wetlands and Drainage District #21 conveyances to Wapato Creek. Flow enters the site from areas upslope to the east, as the road is generally situated on a hillside.

Description of final stabilization (example: extent of revegetation, paving, landscaping):

The site will be primarily paved and vegetated shoulders will be restored.

Contaminated Site Information:

Proposed activities regarding contaminated soils or groundwater (example: on-site treatment system, authorized sanitary sewer discharge):

No known contaminated soils or groundwater onsite.

2 Construction Stormwater Best Management Practices (BMPs)

The SWPPP is a living document reflecting current conditions and changes throughout the life of the project. These changes may be informal (i.e., hand-written notes and deletions). Update the SWPPP when the CESCL has noted a deficiency in BMPs or deviation from original design.

2.1 The 13 Elements

2.1.1 Element 1: Preserve Vegetation / Mark Clearing Limits

There is minimal vegetation or native topsoil to protect within the project area, as most roadside vegetation consists of sparse grass. To protect adjacent properties and to reduce the area of soil exposed to construction, the limits of construction will be clearly marked before land-disturbing activities begin. Trees that are to be preserved, as well as all sensitive areas and their buffers, shall be clearly delineated, both in the field and on the plans. The construction limits are therefore defined by the existing roadway and the existing shoulder area, all of which is contained within Town right-of-way, and most of which is already impervious.

List and describe BMPs: BMP C103 High Visibility Fence

BMP C233 Silt Fence

Installation Schedules: To be installed at start of project, prior to ground disturbance

Inspection and Maintenance plan: To be inspected daily

Responsible Staff: CESCL

2.1.2 Element 2: Establish Construction Access

Access to the site is by Chrisella Road E, 48th Street E, Meridian Ave E, and 36th St E, which are all established, paved roads. A stabilized construction entrance will be provided by the existing roads. Construction access or activities occurring on unpaved areas shall be minimized, yet where necessary, access points shall be stabilized to minimize the tracking of sediment onto public roads. Pavement sweeping or washing may be required for dust control. All wash wastewater shall be controlled on site.

List and describe BMPs: None

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

2.1.3 Element 3: Control Flow Rates

This element is not applicable as flow rates from the site will not be substantially increased during or following construction. The existing site is mostly impervious and the proposed site will be mostly paved within the existing pavement limits. Vegetated areas will be restored and stabilized with seeding. The site is served by a Town of Edgewood collection and conveyance system that will collect runoff and convey it offsite to connect to the Town's existing system at the north and south ends of the site. The new conveyance system will replace existing conveyance ditches. Detention is not required for this project. Inlet protection BMPs as described in Element #7 will be installed to protect this system and the downstream water body. Infiltration is not proposed for this site.

Will you construct stormwater retention and/or detention facilities?

Yes **No**

Will you use permanent infiltration ponds or other low impact development (example: rain gardens, bio-retention, porous pavement) to control flow during construction?

Yes **No**

List and describe BMPs: None

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

2.1.4 Element 4: Install Sediment Controls

Some minor grading will take place to establish the new road grade. Excavation will be required to install storm pipes and structures. The final site will be fully stabilized and paved within the existing pavement footprint, and exposed soil will be limited during construction. All stormwater runoff from disturbed areas shall pass through an appropriate sediment removal BMP before leaving the construction site. In addition, sediment will be removed from paved areas in and adjacent to construction work areas manually or using mechanical sweepers, as needed, to minimize tracking of sediments on vehicle tires away from the site and to minimize wash off of sediments from adjacent streets in runoff. Stormwater infiltration is infeasible in this location. There are no salmonid travel ways within or adjacent to the site, but runoff is discharged to a conveyance system that eventually reaches Wapato Creek.

List and describe BMPs: BMP C120 Temporary and Permanent Seeding

BMP C233: Silt Fence

BMP C220: Storm Drain Inlet Protection

Additional BMPs may be used at the CESCL's discretion.

Installation Schedules: To be installed at start of project, prior to ground disturbance

Inspection and Maintenance plan: To be inspected daily

Responsible Staff: CESCL

2.1.5 Element 5: Stabilize Soils

The project includes only minimal disturbance of soiled areas along the road shoulders. The existing road will be paved after reconstruction, as it currently is. New graveled shoulders will be installed alongside the road. Where grassed areas have been disturbed during construction, planting and seeding will be used at the end of the project to restore these areas. In general, cut and fill slopes will be minimal and will be stabilized as soon as possible and soil stockpiles will be temporarily covered with plastic sheeting. All stockpiled soils shall be stabilized from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels. Exposed soils on site will be limited to those areas being excavated or graded, while other, unworked bare soil areas will be covered. Dust control will be used to limit the transport of soil or other fine particles through the air and water. The Contractor will maintain their own staging area offsite.

West of the Cascade Mountains Crest

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	May 1 – September 30	7 days
During the Wet Season	October 1 – April 30	2 days

Soils must be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast.

Anticipated project dates: Start date: June 2023 End date: October 2023

Will you construct during the wet season?
Yes No

List and describe BMPs: BMP C120 Temporary and Permanent Seeding
 BMP C123: Plastic Covering
 BMP C140: Dust Control

Installation Schedules: To be installed prior to and during periods of earthwork.

Inspection and Maintenance plan: To be inspected daily

Responsible Staff: CESCL

2.1.6 Element 6: Protect Slopes

Slopes on the project site are moderate, ranging from 0% to 10% throughout the project area. Exposed soils will be limited to prevent washing of sediment off of the slopes. Most of the project area is currently paved and stabilized. Stabilization measures as noted in Element 5 will be used to prevent sediment washing off site. Excavation will be limited to trenching for installation of a shallow storm system, and no impact to slope stability is anticipated.

Will steep slopes be present at the site during construction?

Yes **No**

List and describe BMPs: N/A

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

2.1.7 Element 7: Protect Drain Inlets

There are no existing inlets along the project length. All new storm drain inlets made operable during construction shall be protected to prevent unfiltered or untreated water from entering the drainage conveyance system. However, the first priority is to keep all access roads clean of sediment and keep street wash water separate from entering storm drains until treatment can be provided. Storm Drain Inlet Protection will be implemented for all drainage inlets and culverts that could potentially be impacted by sediment-laden runoff on and near the project site. Roads will be kept clean through the use of the other BMPs addressed in this SWPPP.

List and describe BMPs: BMP C220: Storm Drain Inlet Protection

Installation Schedules: To be installed prior to site disturbance

Inspection and Maintenance plan: To be inspected weekly, or daily during storm events

Responsible Staff: CESCL

2.1.8 Element 8: Stabilize Channels and Outlets

Existing ditches exist along the edge of the road. There are no channels on or downstream of the remainder of the site. All runoff is drained from the site through stabilized manmade conveyance consisting of catch basins and pipes, which discharge eventually to Wapato Creek at existing, stabilized outfalls. Runoff rates from the site will not be substantially increased as the existing site is mostly impervious and the proposed hard surface footprint will be nearly the same as the existing. There are no known erosion problems onsite or downstream.

Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches, will be installed at the outlets of all conveyance systems.

List and describe BMPs: None

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

2.1.9 Element 9: Control Pollutants

The following pollutants are anticipated to be present on-site:

Table 2 – Pollutants

Pollutant (and source, if applicable)
Vehicle fuel, oil from construction equipment
Dust/sediment
Demolition debris

All pollutants, including waste materials and demolition debris, that occur onsite shall be handled and disposed of in a manner that does not cause contamination of stormwater. Good housekeeping and preventative measures will be taken to ensure that the site will be kept clean, well-organized, and free of debris. Construction vehicles will be equipped with spill control kits to address any leaking oil or fuel. Vehicles will be inspected regularly to ensure that leaks do not occur. Any soil stockpiles will be covered and contained. All demolition debris will be collected and transported offsite for disposal. No concrete work is proposed.

List and describe BMPs: None

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

Will maintenance, fueling, and/or repair of heavy equipment and vehicles occur on-site?

Yes **No**

List and describe BMPs: N/A

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

Will wheel wash or tire bath system BMPs be used during construction?

Yes **No**

List and describe BMPs: N/A

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

Will pH-modifying sources be present on-site?

Yes **No**

Table 3 – pH-Modifying Sources

x	None
	Bulk cement
	Cement kiln dust
	Fly ash
	Other cementitious materials
	New concrete washing or curing waters
	Waste streams generated from concrete grinding and sawing
	Exposed aggregate processes
	Dewatering concrete vaults
	Concrete pumping and mixer washout waters
	Recycled concrete
	Other (i.e. calcium lignosulfate) [please describe]

List and describe BMPs: None

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

Adjust pH of stormwater if outside the range of 6.5 to 8.5 su.

Obtain written approval from Ecology before using chemical treatment with the exception of CO₂ or dry ice to modify pH.

Concrete trucks must not be washed out onto the ground, or into storm drains, open ditches, streets, or streams. Excess concrete must not be dumped on-site, except in designated concrete washout areas with appropriate BMPs installed.

Will uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters?

Yes **No**

List and describe BMPs: N/A

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

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2.1.10 Element 10: Control Dewatering

Minor amounts of dewatering are anticipated for this project. The majority of excavation will occur during the dry season. Groundwater will not be withdrawn from a well and water will not be discharged to groundwater as a result of the project.

The CESCL will monitor site conditions and implement appropriate BMPs should dewatering become necessary. If dewatering is deemed necessary at any point during construction, one or more of the following BMPs may be used:

Table 4 – Dewatering BMPs

	Transport off-site in a vehicle (vacuum truck for legal disposal)
	Ecology-approved on-site chemical treatment or other suitable treatment technologies
	Sanitary or combined sewer discharge with local sewer district approval (last resort)
	Use of sedimentation bag with discharge to ditch or swale (small volumes of localized dewatering)

List and describe BMPs: N/A

Installation Schedules: N/A

Inspection and Maintenance plan: N/A

Responsible Staff: N/A

2.1.11 Element 11: Maintain BMPs

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

2.1.12 Element 12: Manage the Project

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
 - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
 - Site inspections and monitoring will be conducted in accordance with Town requirements.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Town requirements.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

Table 5 – Management

X Design the project to fit the existing topography, soils, and drainage patterns

X Emphasize erosion control rather than sediment control

X	Minimize the extent and duration of the area exposed
	Keep runoff velocities low
X	Retain sediment on-site
X	Thoroughly monitor site and maintain all ESC measures
X	Schedule major earthwork during the dry season
	Other (please describe)

Table 6 – BMP Implementation Schedule

[illegible]

2.1.13 Element 13: Protect Low Impact Development (LID) BMPs

This BMP is not applicable. There are no LID BMPs on site or proposed to be installed as part of this project.

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3 Pollution Prevention Team

Table 7 – Team Information

Title	Name(s)	Phone Number
Certified Erosion and Sediment Control Lead (CESCL)	TBD	TBD
Resident Engineer	Tani Stafford, P.E.	206-284-0860
Emergency Ecology Contact	TBD	TBD
Emergency Permittee/ Owner Contact	Jeremy Metzler	253-831-4266
Non-Emergency Owner Contact	Jeremy Metzler	253-831-4266
Monitoring Personnel	TBD	TBD
Ecology Regional Office	Southwest Regional Office	425-649-7000

4 Monitoring and Sampling Requirements

Monitoring includes visual inspection, sampling for water quality parameters of concern, and documentation of the inspection and sampling findings in a site log book. A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Stormwater sampling data

File a blank form under Appendix D.

The site log book must be maintained on-site within reasonable access to the site and be made available upon request to Ecology or the local jurisdiction.

Numeric effluent limits may be required for certain discharges to 303(d) listed waterbodies. See CSWGP Special Condition S8 and Section 5 of this template.

4.1 Site Inspection

Site inspections will be conducted at least once every calendar week and within 24 hours following any discharge from the site. For sites that are temporarily stabilized and inactive, the required frequency is reduced to once per calendar month.

4.2 Stormwater Quality Sampling

4.2.1 Turbidity Sampling

Requirements include calibrated turbidity meter or transparency tube to sample site discharges for compliance with the CSWGP. Sampling will be conducted at all discharge points at least once per calendar week.

Method for sampling turbidity:

Table 8 – Turbidity Sampling Method

☐	Turbidity Meter/Turbidimeter (required for disturbances 5 acres or greater in size)
☒	Transparency Tube (option for disturbances less than 1 acre and up to 5 acres in size)

The benchmark for turbidity value is 25 nephelometric turbidity units (NTU) and a transparency less than 33 centimeters.

If the discharge's turbidity is 26 to 249 NTU or the transparency is less than 33 cm but equal to or greater than 6 cm, the following steps will be conducted:

1. Review the SWPPP for compliance with Special Condition S9. Make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10

days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.

3. Document BMP implementation and maintenance in the site log book.

If the turbidity exceeds 250 NTU **or** the transparency is 6 cm or less at any time, the following steps will be conducted:

1. Telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) within 24 hours.
 - **Southwest Region** (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, Wahkiakum,): (360) 407-6300 or http://www.ecy.wa.gov/programs/spills/forms/nerts_online/SWRO_nerts_online.html
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period
3. Document BMP implementation and maintenance in the site log book.
4. Continue to sample discharges daily until one of the following is true:
 - Turbidity is 25 NTU (or lower).
 - Transparency is 33 cm (or greater).
 - Compliance with the water quality limit for turbidity is achieved.
 - 1 - 5 NTU over background turbidity, if background is less than 50 NTU
 - 1% - 10% over background turbidity, if background is 50 NTU or greater
 - The discharge stops or is eliminated.

4.2.2 pH Sampling

pH monitoring is required for “Significant concrete work” (i.e., greater than 1000 cubic yards poured concrete over the life of the project). The use of recycled concrete or engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD] or fly ash) also requires pH monitoring.

For significant concrete work, pH sampling will start the first day concrete is poured and continue until it is cured, typically three (3) weeks after the last pour.

For engineered soils and recycled concrete, pH sampling begins when engineered soils or recycled concrete are first exposed to precipitation and continues until the area is fully stabilized.

If the measured pH is 8.5 or greater, the following measures will be taken:

1. Prevent high pH water from entering storm sewer systems or surface water.
2. Adjust or neutralize the high pH water to the range of 6.5 to 8.5 su using appropriate technology such as carbon dioxide (CO₂) sparging (liquid or dry ice).
3. Written approval will be obtained from Ecology prior to the use of chemical treatment other than CO₂ sparging or dry ice.

Method for sampling pH:

Table 9 – pH Sampling Method

☒	pH meter
☒	pH test kit
☐	Wide range pH indicator paper

5 Discharges to 303(d) or Total Maximum Daily Load (TMDL) Waterbodies

5.1 303(d) Listed Waterbodies

Is the receiving water 303(d) (Category 5) listed for turbidity, fine sediment, phosphorus, or pH?

☐ Yes ☒ No

List the impairment(s):

None

5.2 TMDL Waterbodies

Waste Load Allocation for CWSGP discharges:

There are no TMDLs for Wapato Creek in this location.

6 Reporting and Record Keeping

6.1 Record Keeping

6.1.1 Site Log Book

A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Sample logs

6.1.2 Records Retention

Records will be retained during the life of the project and for a minimum of three (3) years following the termination of permit coverage in accordance with Special Condition S5.C of the CSWGP.

Permit documentation to be retained on-site:

- SWPPP
- Site Log Book

6.1.3 Updating the SWPPP

The SWPPP will be modified if:

- Found ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site.
- There is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

The SWPPP will be modified within seven (7) days if inspection(s) or investigation(s) determine additional or modified BMPs are necessary for compliance. An updated timeline for BMP implementation will be prepared.

6.2 Reporting

6.2.1 Discharge Monitoring Reports

Cumulative soil disturbance is less than one (1) acre; therefore, Discharge Monitoring Reports (DMRs) are not required to be submitted to Ecology.

6.2.2 Notification of Noncompliance

If any of the terms and conditions of the permit is not met, and the resulting noncompliance may cause a threat to human health or the environment, the following actions will be taken:

1. Ecology will be notified within 24-hours of the failure to comply by calling the applicable Regional office ERTS phone number (Regional office numbers listed below).
2. Immediate action will be taken to prevent the discharge/pollution or otherwise stop or correct the noncompliance. If applicable, sampling and analysis of any noncompliance will be repeated immediately and the results submitted to Ecology within five (5) days of becoming aware of the violation.
3. A detailed written report describing the noncompliance will be submitted to Ecology within five (5) days, unless requested earlier by Ecology.

Anytime turbidity sampling indicates turbidity is 250 NTUs or greater, or water transparency is 6 cm or less, the Ecology Regional office will be notified by phone within 24 hours of analysis as required by Special Condition S5.A of the CSWGP.

- **Southwest Region** at (360) 407-6300 for Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, or Wahkiakum

Include the following information:

1. Your name and / Phone number
2. Permit number
3. Town / County of project
4. Sample results
5. Date / Time of call
6. Date / Time of sample
7. Project name

In accordance with Special Condition S4.D.5.b of the CSWGP, the Ecology Regional office will be notified if chemical treatment other than CO₂ sparging is planned for adjustment of high pH water.

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A. Site Map

See Site Plans

B. BMP Detail

BMP C103: High Visibility Fence

Purpose

Fencing is intended to:

- Restrict clearing to approved limits
- Prevent disturbance of sensitive areas, their buffers, and other areas required to be left undisturbed
- Limit construction traffic to designated construction entrances, exits or internal roads
- Protect areas where marking with flagging/survey tape may not provide adequate protection.

Conditions of Use

To establish clearing limits plastic, fabric, or metal fence may be used:

- At the boundary of sensitive areas, their buffers, and other areas required to be left uncleared
- As necessary to control vehicle access to and on the site.

Design and Installation Specifications

- High visibility plastic fence shall be composed of a high-density polyethylene material and shall be at least 4-feet in height. Posts for the fencing shall be steel or wood and placed every 6-feet on center (maximum) or as needed to ensure rigidity. The fencing shall be fastened to the post every 6-inches with a polyethylene tie. On long continuous lengths of fencing, a tension wire or rope shall be used as a top stringer to prevent sagging between posts. The fence color shall be high visibility orange. The fence tensile strength shall be 360 pounds/feet using the American Society for Testing and Materials (ASTM) D4595 testing method.
- If appropriate install fabric silt fence in accordance with BMP C233: Silt Fence to act as high visibility fence. Except that the silt fence shall be at least 3-feet high and must be highly visible to meet the requirements of this BMP.
- Metal fences are the least preferred but might be appropriate to address security concerns. Metal fencing shall be designed and installed according to the manufacturer's specifications.
- Metal fences shall be at least 4-feet high and must be highly visible.
- Fences shall not be wired or stapled to trees.

Maintenance Standards

- If the fence has been damaged or visibility reduced, it shall be repaired or replaced immediately and visibility restored.

BMP C120: Temporary and Permanent Seeding

Purpose

Seeding reduces erosion by stabilizing exposed soils with a well-established vegetative cover. This is one of the most effective methods of reducing erosion.

Conditions of Use

- Use seeding throughout the project on disturbed areas that have reached final grade or that will remain unworked for more than 30 days.
- The optimum seeding windows for western Washington are April 1 through June 30 and September 1 through October 1.
- Between July 1 and August 30 seeding requires irrigation until 75 percent grass cover is established.
- Between October 1 and March 30 seeding requires a cover of mulch with straw or an erosion control blanket until 75 percent grass cover is established.
- Where the term “fully established” is used to describe vegetative cover or plantings, it shall be understood to mean that healthy vegetation covers 90 percent of exposed soil.
- Inspect all disturbed areas in late August to early September and complete all seeding by the end of September. Otherwise, vegetation will not establish itself enough to provide more than average protection.
- Mulch is required at all times for seeding because it protects seeds from heat, moisture loss, and transport due to runoff. Mulch can be applied on top of the seed or simultaneously by hydroseeding. See BMP C121: Mulching for specifications.
- Seed and mulch all disturbed areas not otherwise vegetated at final site stabilization. Final stabilization means the completion of all soil disturbing activities at the site and the establishment of a permanent vegetative cover, or equivalent permanent stabilization measures (such as pavement, riprap, gabions, or geotextiles) that will prevent erosion.

Design and Installation Specifications

- Seed infiltration/detention ponds as required.
- Install channels intended for vegetation before starting major earthwork and hydroseeded with a Bonded Fiber Matrix (BFM). For vegetated channels that will have high flows, install erosion control blankets over hydroseed. Before allowing water to flow in vegetated channels, establish 75 percent vegetation cover. If vegetated channels cannot be established by seed before water flow, install sod in the channel bottom – over hydromulch and erosion control blankets.
- Confirm the installation of all required surface water control measures to prevent seed from washing away.
- The seedbed should be firm and rough. All soil should be roughened no matter what the slope. If compaction is required for engineering purposes, slopes must be track walked before seeding. Backblading or smoothing of slopes greater than 4:1 is not allowed if they are to be seeded.
- New and more effective restoration-based landscape practices rely on deeper incorporation than that provided by a simple single-pass rototilling treatment. Wherever practical the

subgrade should be initially ripped to improve long-term permeability, infiltration, and water inflow qualities. At a minimum, permanent areas shall use soil amendments to achieve organic matter and permeability performance defined in engineered soil/landscape systems. For systems that are deeper than 8-inches the rototilling process should be done in multiple lifts, or the prepared soil system shall be prepared properly and then placed to achieve the specified depth.

- Organic matter is the most appropriate form of “fertilizer” because it provides nutrients (including nitrogen, phosphorus, and potassium) in the least water-soluble form. A natural system typically releases 2 to 10 percent of its nutrients annually. Chemical fertilizers have since been formulated to simulate what organic matter does naturally.
- In general, 1046 NPK (nitrogen-phosphorus-potassium) fertilizer can be used at a rate of 90 pounds per acre. Slow-release fertilizers should always be used because they are more efficient and have fewer environmental impacts. It is recommended that areas being seeded for final landscaping conduct soil tests to determine the exact type and quantity of fertilizer needed. This will prevent the over-application of fertilizer. Fertilizer should not be added to the hydromulch machine and agitated more than 20 minutes before it is to be used. If agitated too much, the slow-release coating is destroyed.
- There are numerous products available on the market that takes the place of chemical fertilizers. These include several with seaweed extracts that are beneficial to soil microbes and organisms. If 100 percent cottonseed meal is used as the mulch in hydroseed, chemical fertilizer may not be necessary. Cottonseed meal is a good source of long-term, slow-release, available nitrogen.
- Hydroseed applications shall include a minimum of 1,500 pounds per acre of mulch with 3 percent tackifier. See BMP C121: Mulching for specifications.
- On steep slopes, BFM or Mechanically Bonded Fiber Matrix (MBFM) products should be used. BFM/MBFM products are applied at a minimum rate of 3,000 pounds per acre of mulch with approximately 10 percent tackifier. Application is made so that a minimum of 95 percent soil coverage is achieved. Numerous products are available commercially and should be installed per manufacturer’s instructions. Most products require 24 to 36 hours to cure before a rainfall and cannot be installed on wet or saturated soils. Generally, these products come in 40 to 50 pound bags and include all necessary ingredients except for seed and fertilizer.
- BFMs and MBFMs have some advantages over blankets:
 - No surface preparation required
 - Can be installed via helicopter in remote areas
 - On slopes steeper than 2.5:1, blanket installers may need to be roped and harnessed for safety
 - They are at least \$1,000 per acre cheaper installed.
- In most cases, the shear strength of blankets is not a factor when used on slopes, only when used in channels. BFMs and MBFMs are good alternatives to blankets in most situations where vegetation establishment is the goal.
- Areas that will have seeding only and not landscaping may need compost or meal-based mulch included in the hydroseed in order to establish vegetation. Re-install native topsoil on

the disturbed soil surface before application. See also soil preservation and amendment in Volume III, Section 3.1.

- When installing seed via hydroseeding operations, only about one-third of the seed actually ends up in contact with the soil surface. This reduces the ability to establish a good stand of grass quickly. To overcome this, consider increasing seed quantities by up to 50 percent.
- Enhance vegetation establishment by dividing the hydromulch operation into two phases:
 1. Phase 1 – Install all seed and fertilizer with 25 to 30 percent mulch and tackifier onto soil in the first lift.
 2. Phase 2 – Install the rest of the mulch and tackifier over the first lift.

Or, enhance vegetation by:

1. Installing the mulch, seed, fertilizer, and tackifier in one lift.
2. Spread or blow straw over the top of the hydromulch at a rate of 800 to 1,000 pounds per acre.
3. Hold straw in place with a standard tackifier.

Both of these approaches will increase cost moderately but will greatly improve and enhance vegetative establishment. The increased cost may be offset by the reduced need for:

- Irrigation
- Reapplication of mulch
- Repair of failed slope surfaces.

This technique works with standard hydromulch (1,500 pounds per acre minimum) and BFM or Mechanically Bonded Fiber Matrix (MBFM) (3,000 pounds per acre minimum).

- Seed may be installed by hand if:
 - Temporary and covered by straw, mulch, or topsoil
 - Permanent in small areas (usually less than 1 acre) and covered with mulch, topsoil, or erosion blankets.
- The seed mixes listed in the tables below include recommended mixes for both temporary and permanent seeding.
- Apply these mixes, with the exception of the wetland mix, at a rate of 120 pounds per acre. This rate can be reduced if soil amendments or slow-release fertilizers are used.
- Consult the local suppliers or the local conservation district for their recommendations because the appropriate mix depends on a variety of factors, including location, exposure, soil type, slope, and expected foot traffic. Alternative seed mixes approved by the county may be used.
- Other mixes may be appropriate, depending on the soil type and hydrology of the area.
- Table 3.2 represents the standard mix for areas requiring a temporary vegetative cover.

Table 3.2. - Temporary Erosion Control Seed Mix.

	% Weight	% Purity	% Germination
Chewings or annual blue grass (<i>Festuca rubra</i> var. <i>commutata</i> or <i>Poa anna</i>)	40	98	90
Perennial rye (<i>Lolium perenne</i>)	50	98	90
Redtop or colonial bentgrass (<i>Agrostis alba</i> or <i>Agrostis tenuis</i>)	5	92	85
White dutch clover (<i>Trifolium repens</i>)	5	98	90

- Table 3.3 lists a recommended mix for landscaping seed.

Table 3.3. - Landscaping Seed Mix.

	% Weight	% Purity	% Germination
Perennial rye blend (<i>Lolium perenne</i>)	70	98	90
Chewings and red fescue blend (<i>Festuca rubra</i> var. <i>commutata</i> or <i>Festuca rubra</i>)	30	98	90

- Table 3.4 lists a turf seed mix in dry situations where there is no need for watering. This mix requires very little maintenance.

Table 3.4. - Low-Growing Turf Seed Mix.

	% Weight	% Purity	% Germination
Dwarf tall fescue (several varieties) (<i>Festuca arundinacea</i> var.)	45	98	90
Dwarf perennial rye (Barclay) (<i>Lolium perenne</i> var. <i>Barclay</i>)	30	98	90
Red fescue (<i>Festuca rubra</i>)	20	98	90
Colonial bentgrass (<i>Agrostis tenuis</i>)	5	98	90

- Table 3.5 lists a mix for bioswales and other intermittently wet areas.

Table 3.5. - Bioswale Seed Mix.^a

	% Weight	% Purity	% Germination
Tall or meadow fescue (<i>Festuca arundinacea</i> or <i>Festuca elatior</i>)	75 to 80	98	90
Seaside/Creeping bentgrass (<i>Agrostis palustris</i>)	10 to 15	92	85
Redtop bentgrass (<i>Agrostis alba</i> or <i>Agrostis gigantea</i>)	5 to 10	90	80

- Table 3.6 lists a low-growing, relatively non-invasive seed mix appropriate for very wet areas that are not regulated wetlands. Apply this mixture at a rate of 60 pounds per acre. Consult Hydraulic Permit Authority (HPA) for seed mixes if applicable.

^a Modified Briargreen, Inc. Hydroseeding Guide Wetlands Seed Mix

Table 3.6. - Wet Area Seed Mix.^a

	% Weight	% Purity	% Germination
Tall or meadow fescue (<i>Festuca arundinacea</i> or <i>Festuca elatior</i>)	60 to 70	98	90
Seaside/Creeping bentgrass (<i>Agrostis palustris</i>)	10 to 15	98	85
Meadow foxtail (<i>Alepocurus pratensis</i>)	10 to 15	90	80
Alsike clover (<i>Trifolium hybridum</i>)	1 to 6	98	90
Redtop bentgrass (<i>Agrostis alba</i>)	1 to 6	92	85

- Table 3.7 lists a recommended meadow seed mix for infrequently maintained areas or non-maintained areas where colonization by native plants is desirable. Likely applications include rural road and utility right-of-way. Seeding should take place in September or very early October in order to obtain adequate establishment prior to the winter months. Consider the appropriateness of clover, a fairly invasive species, in the mix. Amending the soil can reduce the need for clover.

Table 3.7. - Meadow Seed Mix.

	% Weight	% Purity	% Germination
Redtop or Oregon bentgrass (<i>Agrostis alba</i> or <i>Agrostis oregonensis</i>)	20	92	85
Red fescue (<i>Festuca rubra</i>)	70	98	90
White dutch clover (<i>Trifolium repens</i>)	10	98	90

Maintenance Standards

- Reseed any seeded areas that fail to establish at least 80 percent cover (100 percent cover for areas that receive sheet or concentrated flows). If reseeding is ineffective, an alternate method, such as sodding, mulching, or nets/blankets, shall be used. If winter weather prevents adequate grass growth, this time limit may be relaxed at the discretion of the county when sensitive areas would otherwise be protected.
- Reseed and protect by mulch any areas that experience erosion after achieving adequate cover. Reseed and protect by mulch any eroded area.
- Supply seeded areas with adequate moisture, but do not water to the extent that it causes runoff.

Approved as Equivalent

Ecology has approved specific products as able to meet the requirements of BMP C120: Temporary and Permanent Seeding. The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. The county has reviewed these products for application in Pierce County, and has developed a county-specific list of the approved and prohibited products. This county-specific list can be obtained from Pierce County Planning and Public Works' (PPW) website. The county website is updated routinely, but the latest list from Ecology is available on Ecology's website. Contact the county if a new Ecology approved product is not listed on the county website.

^a Modified Briargreen, Inc. Hydroseeding Guide Wetlands Seed Mix

BMP C123: Plastic Covering

Purpose

Plastic covering provides immediate, short-term erosion protection to slopes and disturbed areas.

Conditions of Use

- Plastic covering may be used on disturbed areas that require cover measures for less than 30 days, except as stated below.
- Plastic is particularly useful for protecting cut and fill slopes and stockpiles. Note: The relatively rapid breakdown of most polyethylene sheeting makes it unsuitable for long-term (greater than 6 months) applications.
- Due to rapid runoff caused by plastic covering, do not use this method upslope of areas that might be adversely impacted by concentrated runoff. Such areas include steep and/or unstable slopes.
- Plastic sheeting may result in increased runoff volumes and velocities, requiring additional onsite measures to counteract the increases. Creating a trough with wattles or other material can convey clean water away from these areas.
- To prevent undercutting, trench and backfill rolled plastic covering products.
- While plastic is inexpensive to purchase, the added cost of installation, maintenance, removal, and disposal make this an expensive material, up to \$1.50 to \$2 per square yard.
- Whenever plastic is used to protect slopes install water collection measures at the base of the slope. These measures include plastic-covered berms, channels, and pipes used to convey clean rainwater away from bare soil and disturbed areas. Do not mix clean runoff from a plastic covered slope with dirty runoff from a project.
- Other uses for plastic include:
 - Temporary ditch liner
 - Pond liner in temporary sediment pond
 - Liner for bermed temporary fuel storage area if plastic is not reactive to the type of fuel being stored
 - Emergency slope protection during heavy rains
 - Temporary drainpipe ("elephant trunk") used to direct water.

Design and Installation Specifications

- Plastic slope cover must be installed as follows:
 - Run plastic up and down slope, not across slope.
 - Plastic may be installed perpendicular to a slope if the slope length is less than 10-feet.
 - Minimum of 8inch overlap at seams.
 - On long or wide slopes, or slopes subject to wind, tape all seams.
 - Place plastic into a small (12inch wide by 6inch deep) slot trench at the top of the slope and backfill with soil to keep water from flowing underneath.
 - Place sand filled burlap or geotextile bags every 3-to 6-feet along seams and tie them

together with twine to hold them in place.

- Inspect plastic for rips, tears, and open seams regularly and repair immediately. This prevents high velocity runoff from contacting bare soil which causes extreme erosion.
- Sandbags may be lowered into place tied to ropes. However, all sandbags must be staked in place.
- Plastic sheeting shall have a minimum thickness of 6 mil.
- If erosion at the toe of a slope is likely, a gravel berm, riprap, or other suitable protection shall be installed at the toe of the slope in order to reduce the velocity of runoff.

Maintenance Standards

- Torn sheets must be replaced and open seams repaired.
- Completely remove and replace the plastic if it begins to deteriorate due to ultraviolet radiation.
- Completely remove plastic when no longer needed.
- Dispose of old tires used to weight down plastic sheeting appropriately.

Approved as Equivalent

Ecology has approved specific products as able to meet the requirements of BMP C123: Plastic Covering. The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. The county has reviewed these products for application in Pierce County, and has developed a county-specific list of the approved and prohibited products. This county-specific list can be obtained from Pierce County Public Works' (PPW) website. The county website is updated routinely, but the latest list from Ecology is available on Ecology's website . Contact the county if a new Ecology approved product is not listed on the county website.

least once a year, and after large storm events.

BMP C140: Dust Control

Purpose

Dust control prevents wind transport of dust from disturbed soil surfaces onto roadways, drainage ways, and surface waters.

Conditions of Use

For use in areas (including roadways) subject to surface and air movement of dust where onsite and offsite impacts to roadways, drainage ways, or surface waters are likely.

Design and Installation Specifications

Vegetate or mulch areas that will not receive vehicle traffic. In areas where planting, mulching, or paving is impractical, apply gravel or landscaping rock.

- Limit dust generation by clearing only those areas where immediate activity will take place, leaving the remaining area(s) in the original condition. Maintain the original ground cover as long as practical.
- Construct natural or artificial windbreaks or windscreens. These may be designed as enclosures for small dust sources.
- Sprinkle the site with water until surface is wet. Repeat as needed. To prevent carryout of mud onto street, refer to BMP C105: Stabilized Construction Entrance/Exit.
- Irrigation water can be used for dust control. Irrigation systems should be installed as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer's instructions and cautions regarding handling and application. Oil based products are prohibited from use as a dust suppressant. The county may approve other dust palliatives such as calcium chloride or PAM.
- PAM (BMP C126: Polyacrylamide (PAM) for Soil Erosion Protection) added to water at a rate of 0.5 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may actually reduce the quantity of water needed for dust control. Note that the application rate specified here applies to this BMP, and is not the same application rate that is specified in BMP C126: Polyacrylamide (PAM) for Soil Erosion Protection, but the downstream protection still applies. Refer to BMP C126: Polyacrylamide (PAM) for Soil Erosion Protection for conditions of use. PAM shall not be directly applied to water or allowed to enter a water body.

Techniques that can be used for unpaved roads and lots include:

- Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
- Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
- Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles

(those smaller than .075 mm) to 10 to 20 percent.

- Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
- Encourage the use of alternate, paved routes, if available.
- Restrict use of paved roadways by tracked vehicles and heavy trucks to prevent damage to road surface and base.
- Apply chemical dust suppressants using the admix method, blending the product with the top few inches of surface material. Suppressants may also be applied as surface treatments.
- Pave unpaved permanent roads and other trafficked areas.
- Use vacuum street sweepers.
- Remove mud and other dirt promptly so it does not dry and then turn into dust.
- Limit dust-causing work on windy days.

Contact the [Puget Sound Clean Air Agency](#) for guidance and training on other dust control measures. Compliance with Puget Sound Clean Air Agency guidance and BMPs constitutes compliance with this BMP.

Maintenance Standards

Respray area as necessary to keep dust to a minimum.

BMP C220: Storm Drain Inlet Protection

Purpose

Storm drain inlet protection prevents coarse sediment from entering drainage systems prior to permanent stabilization of the disturbed area.

Conditions of Use

Use storm drain inlet protection at inlets that are operational before permanent stabilization of the disturbed drainage area. Provide protection for all storm drain inlets downslope and within 500-feet of a disturbed or construction area, unless conveying runoff entering catch basins to a sediment pond or trap.

Also consider inlet protection for lawn and yard drains on new home construction. These small and numerous drains coupled with lack of gutters in new home construction can add significant amounts of sediment into the roof drain system. If possible, delay installing lawn and yard drains until just before landscaping or cap these drains to prevent sediment from entering the system until completion of landscaping. Consider erosion protection methods around each finished lawn and yard drain until area is stabilized.

Table 3.11 lists several options for inlet protection. All of the methods for storm drain inlet protection tend to plug and require a high frequency of maintenance. Limit drainage areas to 1 acre or less. Possibly provide emergency overflows with additional end-of-pipe treatment where stormwater ponding would cause a hazard.

Table 3.11. - Storm Drain Inlet Protection.

Type of Inlet Protection	Emergency Overflow	Applicable for Paved/Earthen Surfaces	Conditions of Use
Drop Inlet Protection			
Excavated drop inlet protection	Yes, temporary flooding will occur	Earthen	Applicable for heavy flows. Easy to maintain. Large area Requirement: 30 x 30-feet/acre
Block and gravel drop inlet protection	Yes	Paved or Earthen	Applicable for heavy concentrated flows. Will not pond.
Gravel and wire drop inlet protection	No		Applicable for heavy concentrated flows. Will pond. Can withstand traffic.
Catch basin filters	Yes	Paved or Earthen	Frequent maintenance required.
Curb Inlet Protection			
Curb inlet protection with a wooden weir	Small capacity overflow	Paved	Used for sturdy, more compact installation.
Lock and gravel curb inlet protection	Yes	Paved	Sturdy, but limited filtration.
Culvert Inlet Protection			
Culvert inlet sediment trap			18 month expected life.

Design and Installation Specifications

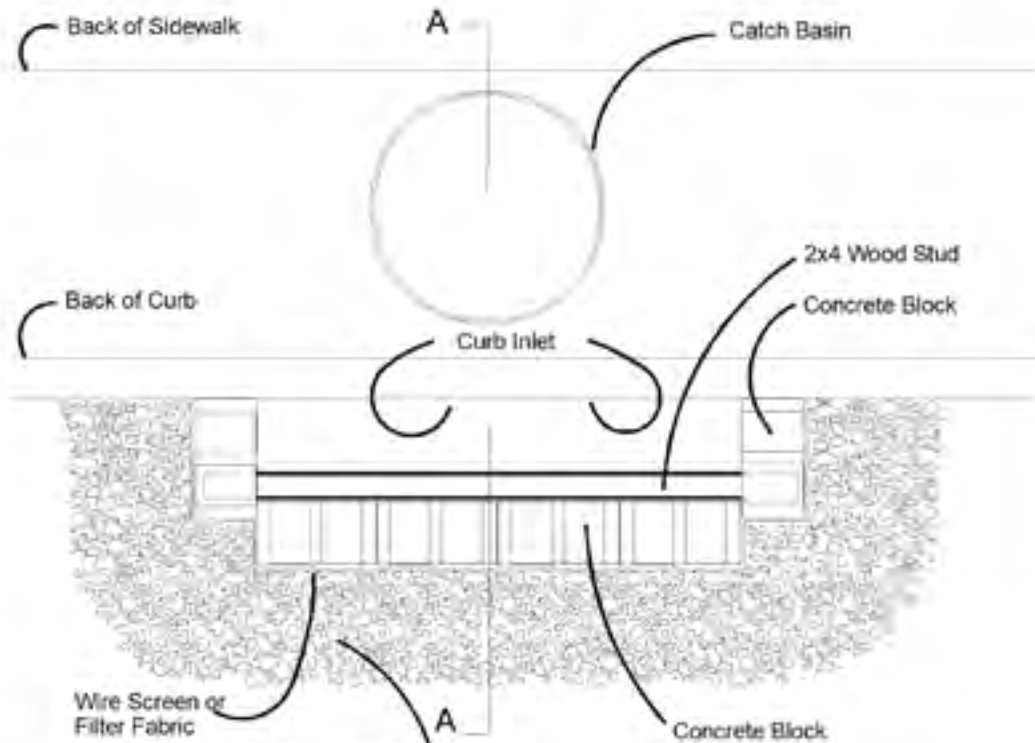
- **Excavated Drop Inlet Protection:** An excavated impoundment around the storm drain. Sediment settles out of the stormwater prior to entering the storm drain.
 - Provide a depth of 1-to 2-feet as measured from the crest of the inlet structure
 - Slope sides of excavation no steeper than 2H:1V
 - Minimum volume of excavation 35 cubic yards
 - Shape basin to fit site with longest dimension oriented toward the longest inflow area
 - Install provisions for draining to prevent standing water problems
 - Clear the area of all debris
 - Grade the approach to the inlet uniformly
 - Drill weep holes into the side of the inlet
 - Protect weep holes with screen wire and washed aggregate
 - Seal weep holes when removing structure and stabilizing area
 - Build a temporary dike, if necessary, to the down slope side of the structure to prevent bypass flow.
- **Block and Gravel Filter:** A barrier formed around the storm drain inlet with standard concrete blocks and gravel. See also Attachments Section C, Detail 2.0.
 - Provide a height of 1-to 2-feet above inlet
 - Recess the first row 2-inches into the ground for stability
 - Support subsequent courses by placing a 2 x 4 through the block opening
 - Do not use mortar
 - Lay some blocks in the bottom row on their side for dewatering the pool
 - Place hardware cloth or comparable wire mesh with one-half-inch openings over all block openings
 - Place washed rock, 0.75 to 3-inch diameter, just below the top of blocks on slopes of 2H:1V or flatter.
- **Gravel and Wire Mesh Filter:** A gravel barrier placed over the top of the inlet. This structure does not provide an overflow. See also Attachments Section C, Detail 3.0.
 - Use a hardware cloth or comparable wire mesh with one-half-inch openings
 - Use coarse aggregate
 - Provide a height 1-foot or more, 18-inches wider than inlet on all sides
 - Place wire mesh over the drop inlet so that the wire extends a minimum of 1-foot beyond each side of the inlet structure
 - Overlap the strips if more than one strip of mesh is necessary
 - Place coarse aggregate over the wire mesh
 - Provide at least a 12inch depth of gravel over the entire inlet opening and extend at

least 18-inches on all sides.

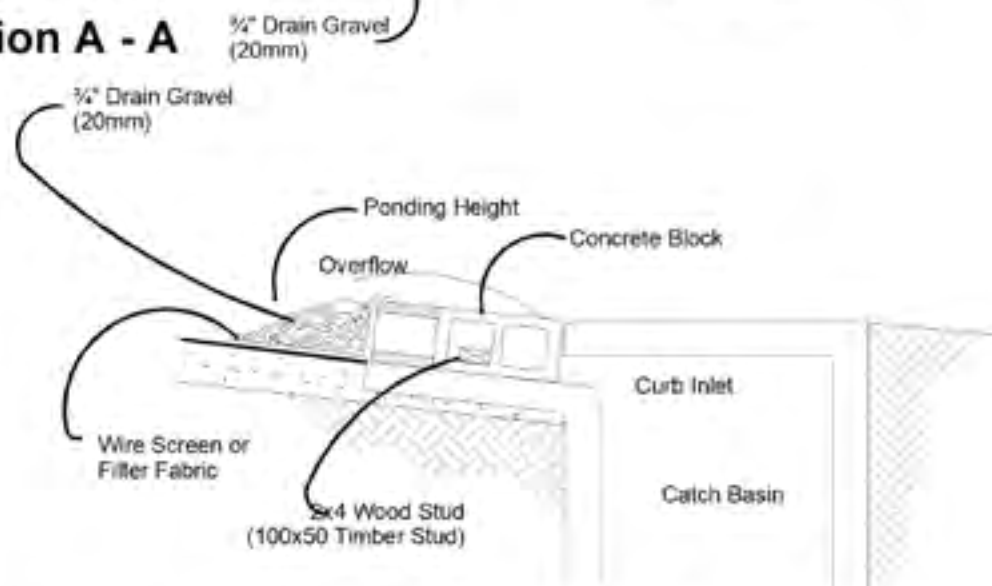
- **Catch Basin Filters:** Use inserts designed by manufacturers for construction sites. The limited sediment storage capacity increases the amount of inspection and maintenance required, which may be daily for heavy sediment loads. To reduce maintenance requirements, combine a catch basin filter with another type of inlet protection. The combination of inlet protection and filters may provide flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way.
 - Provides 5 cubic feet of storage
 - Requires dewatering provisions
 - Provides a high-flow bypass that will not clog under normal use at a construction site
 - Insert the catch basin filter in the catch basin just below the grating.
- **Curb Inlet Protection with Wooden Weir:** Barrier formed around a curb inlet with a wooden frame and gravel.
 - Use wire mesh with one-half-inch openings
 - Use extra strength filter cloth
 - Construct a frame
 - Attach the wire and filter fabric to the frame
 - Pile coarse washed aggregate against wire/fabric
 - Place weight on frame anchors.
- **Block and Gravel Curb Inlet Protection:** Barrier formed around an inlet with concrete blocks and gravel. See Figure 3.11.
 - Use wire mesh with 0.5-inch openings.
 - Place two concrete blocks on their sides abutting the curb at either side of the inlet opening. These are spacer blocks.
 - Place a 2 x 4 stud through the outer holes of each spacer block to align the front blocks.
 - Place blocks on their sides across the front of the inlet and abutting the spacer blocks.
 - Place wire mesh over the outside vertical face.
 - Pile coarse aggregate against the wire to the top of the barrier.
- **Curb and Gutter Sediment Barrier:** Sandbag or rock berm (riprap and aggregate) 3-feet high and 3-feet wide in a horseshoe shape. See Figure 3.12.
 - Construct a horseshoe shaped berm, faced with coarse aggregate if using riprap, 3-feet high and 3-feet wide, at least 2-feet from the inlet
 - Construct a horseshoe shaped sedimentation trap on the outside of the berm sized to sediment trap standards for protecting a culvert inlet.
- **Inlet Fabric Fence Filter:** Attachments Section C, Detail 1.0 provides an illustration of the use of filter fabric as an inlet protection option.

Figure 3.11. - Block and Gravel Curb Inlet Protection.

Plan View



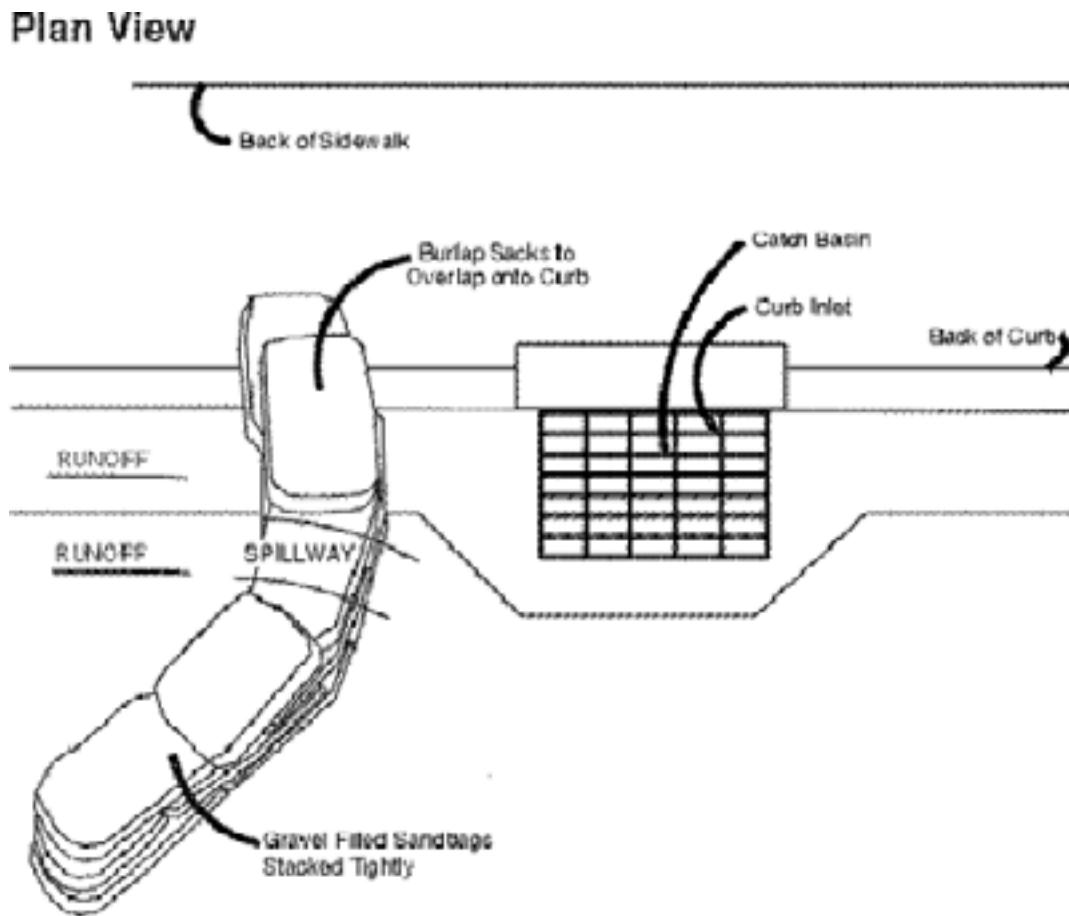
Section A - A



NOTES:

1. Use block and gravel type sediment barrier when curb inlet is located in gently sloping street segment, where water can pond and allow sediment to separate from runoff.
2. Barrier shall allow for overflow from severe storm event.
3. Inspect barriers and remove sediment after each storm event. Sediment and gravel must be removed from the traveled way immediately.

Figure 3.12. - Curb and Gutter Barrier.



NOTES:

1. Place curb type sediment barriers on gently sloping street segments, where water can pond and allow sediment to separate from runoff.
2. Sandbags of either burlap or woven 'geotextile' fabric, are filled with gravel, layered and packed tightly.
3. Leave a one sandbag gap in the top row to provide a spillway for overflow.
4. Inspect barriers and remove sediment after each storm event. Sediment and gravel must be removed from the traveled way immediately.

Maintenance Standards

- Inspect catch basin filters frequently, especially after storm events. Clean or replace clogged inserts. For systems with clogged stone filters pull away from the inlet and clean or replace. An alternative approach would be to use the clogged stone as fill and put fresh stone around the inlet.
- Do not wash sediment into storm drains while cleaning. Spread all excavated material evenly over the surrounding land area or stockpile and stabilize as appropriate.

Approved as Equivalent

Ecology has approved specific products as able to meet the requirements of BMP C220: Storm Drain Inlet Protection. The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. The county has reviewed these products for application in Pierce County, and has developed a county-specific list of the approved and prohibited products. This county-specific list can be obtained from Pierce County Planning and Public Works' (PPW) website. The

county website is updated routinely, but the latest list from Ecology is available on Ecology's website. Contact the county if a new Ecology approved product is not listed on the county website.

BMP C233: Silt Fence

Purpose

Use of a silt fence reduces the transport of coarse sediment from a construction site by providing a temporary physical barrier to sediment and reducing the runoff velocities of overland flow. See Attachments Section C, Detail 8.0 for details on silt fence construction.

Conditions of Use

- Silt fence may be used downslope of all disturbed areas.
- Silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water to pass through the fence.
- Silt fence is not intended to treat concentrated flows, nor is it intended to treat substantial amounts of overland flow. Convey any concentrated flows through the drainage system to a sediment pond.
- Do not construct silt fences in streams or use in V-shaped ditches. Silt fences do not provide an adequate method of silt control for anything deeper than sheet or overland flow.

Design and Installation Specifications

- Use in combination with sediment basins or other BMPs.
- Maximum slope steepness (normal [perpendicular] to fence line) 1H:1V.
- Maximum sheet or overland flow path length to the fence of 100-feet.
- Do not allow flows greater than 0.5 cubic feet per second.
- The geotextile used shall meet the following standards. All geotextile properties listed below are minimum average roll values (i.e., the test result for any sampled roll in a lot shall meet or exceed the values shown in Table 3.12).
- Standard strength fabrics must be supported with wire mesh, chicken wire, 2inch x 2-inch wire, safety fence, or jute mesh to increase the strength of the fabric to the 180 lbs minimum threshold. Silt fence materials are available that have synthetic mesh backing attached.
- Filter fabric material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F. to 120°F.

Table 3.12. - Geotextile Standards.

Polymeric Mesh AOS (ASTM D4751)	0.60 mm maximum for film wovens (US #30 sieve). 0.30 mm maximum for all other geotextile types (US #50 sieve). 0.15 mm minimum for all fabric types (US #100 sieve).
Water Permittivity (ASTM D4491)	0.02 sec ⁻¹ minimum
Grab Tensile Strength (ASTM D4632)	180 lbs. Minimum for extra strength fabric. 100 lbs minimum for standard strength fabric.
Grab Tensile Strength (ASTM D4632)	30% maximum
Ultraviolet Resistance (ASTM D4355)	70% minimum

- Include the following standard notes for silt fence on construction plans and specifications:
 - The contractor shall install and maintain temporary silt fences at the locations shown in the plans.
 - Construct silt fences in areas of clearing, grading, or drainage prior to starting those activities.
 - The silt fence shall have a 2-feet min. and 2.5-feet max. height above the original ground surface.
 - The filter fabric shall be sewn together at the point of manufacture to form filter fabric lengths as required. Locate all sewn seams at support posts. Alternatively, two sections of silt fence can be overlapped, provided the contractor can demonstrate, to the satisfaction of the engineer, that the overlap is long enough and that the adjacent fence sections are close enough together to prevent silt laden water from escaping through the fence at the overlap.
 - Attach the filter fabric on the up-slope side of the posts and secure with staples, wire, or in accordance with the manufacturer's recommendations. Attach the filter fabric to the posts in a manner that reduces the potential for tearing.
 - Support the filter fabric with wire or plastic mesh, dependent on the properties of the geotextile selected for use. If wire or plastic mesh is used, fasten the mesh securely to the up-slope side of the posts with the filter fabric up-slope of the mesh.
 - Mesh support, if used, shall consist of steel wire with a maximum mesh spacing of 2-inches, or a prefabricated polymeric mesh. The strength of the wire or polymeric mesh shall be equivalent to or greater than 180 pounds grab tensile strength. The polymeric mesh must be as resistant to the same level of ultraviolet radiation as the filter fabric it supports.
 - Bury the bottom of the filter fabric 8-inches min. below the ground surface. Backfill and tamp soil in place over the buried portion of the filter fabric, so that no flow can pass beneath the fence and scouring cannot occur. The wire or polymeric mesh shall extend into the ground 3-inches min.
 - Drive or place the fence posts into the ground 18-inches minimum. A 12inch minimum depth is allowed if topsoil or other soft subgrade soil is not present and 18-inches cannot be reached. Increase fence post min. depths by 6-inches if the fence is located on slopes of 3H:1V or steeper and the slope is perpendicular to the fence. If required post depths cannot be obtained, the posts shall be adequately secured by bracing or guying to prevent overturning of the fence due to sediment loading.
 - Use wood, steel, or equivalent posts. The spacing of the support posts shall be a maximum of 6-feet. Posts shall consist of either:
 - ▶ Wood with dimensions of 2-inches by 2-inches wide min. and a 3-feet min. length. Wood posts shall be free of defects such as knots, splits, or gouges.
 - ▶ No. 6 steel reinforcement bar 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 pounds/feet.
 - ▶ Other steel posts having equivalent strength and bending resistance to the post

sizes listed above.

- Locate silt fences on contour as much as possible, except at the ends of the fence, where the fence shall be turned uphill such that the silt fence captures the runoff water and prevents water from flowing around the end of the fence.
- If the fence must cross contours, with the exception of the ends of the fence, place gravel check dams perpendicular to the back of the fence to minimize concentrated flow and erosion. The slope of the fence line where contours must be crossed shall not be steeper than 3H:1V.
 - ▶ Gravel check dams shall be approximately 1-foot deep at the back of the fence. Gravel check dams shall be continued perpendicular to the fence at the same elevation until the top of the check dam intercepts the ground surface behind the fence.
 - ▶ Gravel check dams shall consist of crushed surfacing base course, gravel backfill for walls, or shoulder ballast. Gravel check dams shall be located every 10-feet along the fence where the fence must cross contours.
- Silt fence installation using the slicing method specification details follow:
 - The base of both end posts must be at least 2- to 4-inches above the top of the filter fabric on the middle posts for ditch check dams to drain properly. Use a hand level or string level, if necessary, to mark base points before installation.
 - Install posts 3-to 4-feet apart in critical retention areas and 6-to 7-feet apart in standard applications. Install posts 24-inches deep on the downstream side of the silt fence, and as close as possible to the filter fabric, enabling posts to support the filter fabric from upstream water pressure.
 - Install posts with the nipples facing away from the filter fabric.
 - Attach the filter fabric to each post with three ties, all spaced within the top 8-inches of the filter fabric. Attach each tie diagonally 45 degrees through the filter fabric, with each puncture at least 1-inch vertically apart. Each tie should be positioned to hang on a post nipple when tightening to prevent sagging.
 - Wrap approximately 6-inches of fabric around the end posts and secure with three ties.
 - No more than 24-inches of a 36-inch filter fabric is allowed above ground level, 12-inches must be buried.
- Compact the soil immediately next to the filter fabric with the front wheel of the tractor, skid steer, or roller exerting at least 60 pounds per square inch. Compact the upstream side first and then each side twice for a total of four trips. Check and correct the silt fence installation for any deviation before compaction. Use a flat-bladed shovel to tuck fabric deeper into the ground if necessary.

Maintenance Standards

- Repair any damage immediately.
- Intercept and convey all evident concentrated flows uphill of the fence to a sediment pond.
- Check the uphill side of the fence for signs of the fence clogging and acting as a barrier to flow and then causing channelization of flows parallel to the fence. If this occurs, replace the

fence or remove the trapped sediment.

- Remove sediment deposits when the deposit reaches approximately one-third the height of the silt fence, or install a second silt fence.
- Replace filter fabric that has deteriorated due to ultraviolet breakdown.

C. Correspondence

D. Site Inspection Form

Site Inspection Form

General Information			
Project Name:			
Inspector Name:			Title: CESCL # :
Date:			Time:
Inspection Type:	☐ After a rain event ☐ Weekly ☐ Turbidity/transparency benchmark exceedance ☐ Other		
Weather			
Precipitation	Since last inspection	In last 24 hours	
Description of General Site Conditions:			

Inspection of BMPs							
<i>Element 1: Mark Clearing Limits</i>							
BMP:							
Location	Inspected			Functioning			Problem/Corrective Action
	Y	N		Y	N	NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

Element 2: Establish Construction Access

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

Element 3: Control Flow Rates

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
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		Y	N		Y	N	NIP	

Element 4: Install Sediment Controls

BMP:

Location	Inspected				Functioning			Problem/Corrective Action
		Y	N		Y	N	NIP	

BMP:

Location	Inspected				Functioning			Problem/Corrective Action
		Y	N		Y	N	NIP	

BMP:

Location	Inspected				Functioning			Problem/Corrective Action
		Y	N		Y	N	NIP	

Element 5: Stabilize Soils

BMP:

Location	Inspected			Functioning	Problem/Corrective Action
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		Y	N		Y	N	NIP	

BMP:

Location	Inspected				Functioning			Problem/Corrective Action
		Y	N		Y	N	NIP	

BMP:

Location	Inspected				Functioning			Problem/Corrective Action
		Y	N		Y	N	NIP	

BMP:

Location	Inspected				Functioning			Problem/Corrective Action
		Y	N		Y	N	NIP	

Element 6: Protect Slopes

BMP:

Location	Inspected				Functioning			Problem/Corrective Action
		Y	N		Y	N	NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N	Y	N	NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N	Y	N	NIP	

Element 7: Protect Drain Inlets

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N	Y	N	NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N	Y	N	NIP	

BMP:									
Location	Inspected				Functioning			Problem/Corrective Action	
		Y	N		Y	N	NIP		

Element 8: Stabilize Channels and Outlets

BMP:									
Location	Inspected				Functioning			Problem/Corrective Action	
		Y	N		Y	N	NIP		

BMP:									
Location	Inspected				Functioning			Problem/Corrective Action	
		Y	N		Y	N	NIP		

BMP:									
Location	Inspected				Functioning			Problem/Corrective Action	
		Y	N		Y	N	NIP		

Element 9: Control Pollutants

BMP:							
Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

BMP:							
Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

Element 10: Control Dewatering

BMP:							
Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

BMP:							
Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

Element 11: Maintain BMPs

BMP:							
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Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

Element 12: Manage the Project

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

Element 13: Protect Low Impact Development BMPs

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N NIP	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
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		Y	N		Y	N	NIP	

Stormwater Discharges From the Site				
	Observed?		Problem/Corrective Action	
	Y	N		
Location				
Turbidity				
Discoloration				
Sheen				
Location				
Turbidity				

	Discoloration				
	Sheen				

APPENDIX C

INADVERTENT DISCOVERY OF ARCHEOLOGICAL OR HISTORICAL MATERIALS PLAN

PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

Chrisella Road East Safety Imp. PROJECT, Pierce COUNTY WASHINGTON

1. INTRODUCTION

The City of Edgewood plans to construct the Chrisella Road East Safety Imp. project. The purpose of this project is to improve safety. The following Unanticipated Discovery Plan (UDP) outlines procedures to follow, in accordance with state and federal laws, if archaeological materials or human remains are discovered.

2. RECOGNIZING CULTURAL RESOURCES

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

STEP 1: STOP WORK. If any City of Edgewood employee, contractor or subcontractor believes that he or she has uncovered any cultural resource at any point in the project, all work adjacent to the discovery must stop. The discovery location should not be left unsecured at any time.

STEP 2: NOTIFY MONITOR. If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow its provisions.

STEP 3: NOTIFY PROJECT MANAGEMENT AND WSDOT LOCAL PROGRAMS OFFICE. Contact the City of Edgewood Project Manager and the Local Programs Archaeologist:

City of Edgewood

Project Manager:

Name Tani Stafford, PE

Number 206-284-0860

email tstafford@g-o.com

Locals Programs Archaeologist:

Trent de Boer

360-705-7879

deboert@wsdot.wa.gov

The Local Programs Archaeologist will make all other calls and notifications.

If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. Do not call 911 or speak with the media.

4. FURTHER CONTACTS AND CONSULTATION

A. Project Manager's Responsibilities:

- Protect Find: The Project Manager is responsible for taking appropriate steps to protect the discovery site. All work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- Direct Construction Elsewhere On-site: The Project Manager may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties.
- Contact Local Programs Archaeologist: If the Local Programs Archaeologist has not yet been contacted, the Project Manager will do so.

B. Local Programs Archaeologist Responsibilities:

- Identify Find: The Local Programs Archaeologist will ensure that a qualified individual examines the find to determine if it is archaeological.
 - If it is determined not archaeological, work may proceed with no further delay.
 - If it is determined to be archaeological, the Local Programs Archaeologist will continue with notification.

- If the find may be human remains or funerary objects, the Local Programs Archaeologist will ensure that a qualified individual examines the find. If it is determined to be human remains, the procedure described in Section 5 will be followed.
- Notify DAHP: The Local Programs Archaeologist will contact the involved federal agency(s) and the Department of Archaeology and Historic Preservation (DAHP).
- Notify Tribes: If the discovery may relate to Native American interests, the Local Programs Archaeologist will notify the affected Indian tribes.

Federal Agencies:

Federal Highway Administration
 Name WSDOT Olympic Region
 Area Engineer John Ho, PE
 Number 360-357-2631
 Email john.ho@wsdot.wa.gov

Agency: City of Edgewood
 Name Jeremy Metzler
 Title Public Works Director
 Number 253-831-4266
 Email jeremy@cityofedgewood.org

Department of Archaeology and Historic Preservation:

Dr. Allyson Brooks
 Washington State Historic
 Preservation Officer
 360-586-3066

or
 Dennis Wardlaw
 Transportation Archaeologist
 360-586-3085

Tribes consulted on this project are:

Tribe: _____
 Name _____
 Title _____
 Number _____
 Email _____

Tribe: _____
 Name _____
 Title _____
 Number _____
 Email _____

Tribe: _____
 Name _____
 Title _____
 Number _____
 Email _____

Tribe: _____
 Name _____
 Title _____
 Number _____
 Email _____

Tribe: _____
 Name _____
 Title _____
 Number _____
 Email _____

Tribe: _____
 Name _____
 Title _____
 Number _____
 Email _____

5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains, regardless of ethnic origin, will at all times be treated with dignity and respect.

If the project occurs on federal lands (e.g., National Forest or Park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.

If the project occurs on non-federal lands, the **City of Edgewood** will comply with applicable state and federal laws, and the following procedure:

A. Notify Law Enforcement Agency or Coroner's Office:

In addition to the actions described in Sections 3 and 4, the Project Manager will immediately notify the local law enforcement agency or coroner's office.

The coroner (with assistance of law enforcement personnel) will determine if the remains are human, whether the discovery site constitutes a crime scene, and will notify DAHP.

Agency
Number 253-798-4960

B. Participate in Consultation:

Per RCW 27.53.030, RCW 68.50, and RCW 68.60, DAHP will have jurisdiction over non-forensic human remains. The Local Programs Archaeologist will participate in consultation.

If ground disturbing activities encounter human skeletal remains during the course of construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D.

The Local Programs Archaeologist will ensure the proper documentation and assessment of any discovered cultural resources in cooperation with the federal agency(s), DAHP, affected tribes, and a contracted consultant (if any).

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on State of Washington cultural resource site or isolate form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agency(s), DAHP, and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Project Manager, who will

forward the report to the Local Programs Archaeologist for review and delivery to the federal agency(s), SHPO, and the affected tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 7 below will be followed.

7. PROCEEDING WITH CONSTRUCTION

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. The Local Programs Archaeologist must determine the boundaries of the discovery location. In consultation with DAHP and affected tribes, Project Manager and the Local Programs Archaeologist will determine the appropriate level of documentation and treatment of the resource. The federal agency(s) will make the final determinations about treatment and documentation.

Construction may continue at the discovery location only after the process outlined in this plan is followed and the Local Programs Archaeologist (and the federal agency(s)) determines that compliance with state and federal laws is complete.

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



APPROVED FOR CONSTRUCTION:	APPROVED
	CHUCK HENDRICKSEN, CITY ENGINEER EDGEWOOD
	CITY OF EDGEWOOD
DATE:	10-11-2023

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS FEDERAL AID NO. HSIP3209 (007)

CITY OFFICIALS

Daryl Eidinger

MAYOR

Mark L. Creley

Ryan Day

Christi Keith

Rosanne Tomy

John C. West

Erica Buckley

Nate Lowry

CITY COUNCIL

Rachel Pitzel, CMC

CITY CLERK

Jeremy Metzler, PE

Public Works Director



JULY 2023
G&O JOB #21621

ASBESTOS CEMENT PIPE	
ADJUST	
ALTERNATE	
ALUMINUM	
AMERICAN NATIONAL STANDARDS INSTITUTE	
ANGLE POINT	
ASPHALT	
ASSEMBLY	
AMERICAN SOCIETY OF TESTING AND MATERIALS	
AVENUE	
BLIND FLANGE	
BUILDING	
BLOCK	
BLOW OFF	
BEGINNING OF PROJECT	
BEGIN VERTICAL CURVE ELEVATION	
BEGIN VERTICAL CURVE STATION	
CONDUIT	
CORRUGATED ALUMINUM PIPE	
CATCH BASIN	
CUBIC FEET	
CUBIC FEET PER SECOND	
CAST IRON CLASS	
CLEARANCE	
CORRUGATED METAL PIPE	
CLEANOUT	
CONCRETE	
CONNECTION	
CONTINUED/CONTINUOUS	
CORRUGATED POLYETHYLENE PIPE	
COUPLING	
CENTER	
CUBIC YARD	
CENTER LINE	
DRAIN	
DEGREE OF CURVATURE	
DUCTILE IRON	
DIAMETER	
DIMENSION	
DEPARTMENT OF TRANSPORTATION	
DRAWING(S)	
EAST	
EACH	
ELEVATION	
ELECTRICAL	
EDGE OF ASPHALT	
END OF PROJECT	
END VERTICAL CURVE ELEVATION	
END VERTICAL CURVE STATION	
EXISTING	
FIGURE	
FINISHED	
FLANGE	
FEET	
GAUGE	
GALVANIZED	
GALVANIZED IRON	
GATE VALVE	
HIGH DENSITY POLYETHYLENE PIPE	
INSIDE DIAMETER	
INVERT ELEVATION	
INCH	
INVERT	
LENGTH	
POUND	
LINEAR FEET	
MAXIMUM	
MANUFACTURER	
MANHOLE	
MINIMUM	
MISCELLANEOUS	
MECHANICAL JOINT	
NORTH	
NUMBER	
NOT TO SCALE	
ON CENTER	
OUTSIDE DIAMETER	
POINT OF CURVATURE	
PLAIN END	
PERFORATED	
POINT OF INTERSECTION	
POWER POLE	
POINT OF TANGENCY	
POLY/VINYL CHLORIDE	
POINT OF VERTICAL INTERSECTION	
PAVEMENT	
POINT OF VERTICAL TANGENT	
QUANTITY	
RADIUS	
RIGHT-OF-WAY	
REDUCER	
REINFORCE	
REQUIRED	
RETAINING	
RAILROAD	
SOUTH	
SCHEDULE	
SQUARE FEET	
SHEET	
SLOPE	
SPECIFICATIONS	
SQUARE	
STATION	
STANDARD	
THRUST BLOCK	
TOP OF CURB	
TELEPHONE	
TEMPORARY EROSION AND SEDIMENT CONTROL	
THREADED	
THROUGH	
TYPICAL	
VERTICAL	
WEST	
WITH	
WITHOUT	
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	

EXISTING	PROPOSED	DESCRIPTION
<u>SURFACE FEATURES</u>		
		CURB (TYPE AS NOTED)
		CURB & GUTTER
		ASPHALT PAVEMENT
		GRAVEL SURFACING
		CONCRETE SURFACING
		CEMENT CONC. SIDEWALK
		PAVEMENT PLANING
		GUARD RAIL
		FENCE/RAILING (TYPE AS NOTED)
		FENCE WITH GATE
		SHRUB/TREE/VEGETATION LINE
		EDGE OF LANDSCAPING
		SILT FENCE
<u>SURVEY</u>		
		RIGHT-OF-WAY LINE
		CENTERLINE OF RIGHT-OF-WAY
		CENTERLINE OF CONSTRUCTION
		PROPERTY LINE
		PERMANENT EASEMENT LINE
		TEMPORARY CONSTRUCTION EASEMENT
		CONTOUR LINE
		APPROXIMATE TOP OF CUT
		APPROXIMATE TOE OF FILL
		SAWCUT LINE (APPROXIMATE LOCATION)
<u>UTILITIES</u>		
		OVERHEAD UTILITIES
		TRAFFIC SIGNALS SPAN WIRE
		BURIED ELECTRICAL
		BURIED TELEPHONE/COMMUNICATIONS
		BURIED COMMUNICATIONS
		BURIED CABLE TELEVISION
		BURIED FIBER-OPTIC LINE
		JOINT TRENCH
		GAS MAIN (SIZE AS NOTED)
		WATER MAIN (SIZE AS NOTED)
		RECLAIMED WATER MAIN (SIZE AS NOTED)
		IRRIGATION LINE (4" OR LARGER, SIZE NOTED)
		SANITARY SEWER MAIN (SIZE AS NOTED)
		SANITARY SEWER FORCE MAIN (SIZE AS NOTED)
		STORM DRAIN (SIZE AS NOTED)
		UNDERDRAIN (SIZE AS NOTED)
		CULVERT (SIZE & TYPE AS NOTED)
		DITCH CENTERLINE/THALWEG

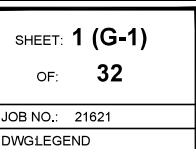
<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
		FIRE HYDRANT (2-NOZZLE)
		FIRE HYDRANT (3-NOZZLE)
		WATER METER
		WATER VALVE
		WATER VAULT (SIZE VARIES)

<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
		GAS METER
		GAS VALVE
		PAD MOUNT TRANSFORMER
		POWER VAULT (SIZE VARIES)
		TRANSMISSION TOWER
		UTILITY POLE
		UTILITY POLE ANCHOR
		UTILITY PEDESTAL
		TELEPHONE VAULT (SIZE VARIES)

<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
		STORM DRAIN MANHOLE/TYPE 2 CATCH BASIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		STORM DRAIN CATCH BASIN, CONCRETE INLET, OR YARD/AREA DRAIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		SANITARY SEWER MANHOLE (ACTUAL DIMENSION SHOWN FOR PROPOSED)
		CLEAN OUT (SAN. SEWER OR STORM)

EXISTING	PROPOSED	DESCRIPTION
		BUILDING
		BUILDING EAVES
		MAIL BOX (NOTED)
		SIGN
		FLEXIBLE GUIDE POST/DELINEATOR
		TREE STUMP
		RIP RAP
		ROCK WALL
		MODULAR BLOCK WALL
		SEGMENTAL BLOCK WALL
		SHRUB
		TREE (CONIFER)
		TREE (DECIDUOUS)

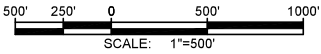
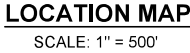
1. ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE 2023 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AND THESE CONTRACT DOCUMENTS UNLESS OTHERWISE SPECIFICALLY NOTED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATE WITH ALL UTILITY COMPANIES IN ORDER TO ASSURE THAT ALL LINES, PIPES, POLES AND OTHER APPURTENANCES ARE PROPERLY LOCATED, SECURED, AND/OR PROTECTED. BURIED UTILITIES (WHERE KNOWN) ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION. NOTIFY THE UNDERGROUND UTILITIES LOCATE CENTER: CALL #811.
3. THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS, ANY ADDENDA, CHANGE ORDERS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
4. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN THE EVENT OF DISCOVERY OF UNSUITABLE SOILS OR HIGH GROUND WATER CONDITIONS OR DISCREPANCIES FROM THE PLANS.
5. WHEREVER PLANS REFER TO "SAWCUT" OF ASPHALT CONCRETE PAVEMENT OR OIL MAT, OR CONCRETE SURFACE, THE CONTRACTOR SHALL PERFORM A "NEAT LINE CUT" PER SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL IN ACCORDANCE WITH MUTCD. PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE TOWN FOR APPROVAL. NO WORK SHALL COMMENCE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE.
7. PROTECTION OF THE ENVIRONMENT: NO CONSTRUCTION RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE OR GROUND WATERS, OR ALLOW PARTICULATE EMISSIONS TO THE ATMOSPHERE, WHICH EXCEED STATE OR FEDERAL STANDARDS. ANY ACTIONS THAT POTENTIALLY ALLOW A DISCHARGE TO STATE WATERS MUST HAVE PRIOR APPROVAL OF THE WASHINGTON STATE DEPARTMENT OF ECOLOGY.





SHEET NO.

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
--	COVER
1 (G-1)	GENERAL NOTES, SYMBOL LEGEND, AND ABBREVIATIONS
2 (G-2)	VICINITY MAP, LOCATION MAP, AND INDEX
3 (G-3)	SURVEY CONTROL
4 (G-4)	SURVEY CONTROL
5 (TE-1)	TESC NOTES AND DETAIL
6 (TE-2)	TESC DETAILS
7 (TS-1)	TYPICAL CROSS SECTION
8 (C-1)	PLAN AND PROFILE - STATION 10+00 TO 14+00
9 (C-2)	PLAN AND PROFILE - STATION 14+00 TO 18+00
10 (C-3)	PLAN AND PROFILE - STATION 18+00 TO 22+00
11 (C-4)	PLAN AND PROFILE - STATION 22+00 TO 26+00
12 (C-5)	PLAN AND PROFILE - STATION 26+00 TO 30+00
13 (C-6)	PLAN AND PROFILE - STATION 30+00 TO 34+00
14 (C-7)	PLAN AND PROFILE - STATION 34+00 TO 38+00
15 (C-8)	PLAN AND PROFILE - STATION 38+00 TO 42+00
16 (C-9)	PLAN AND PROFILE - STATION 42+00 TO 46+00
17 (C-10)	PLAN AND PROFILE - STATION 46+00 TO 50+00
18 (C-11)	PLAN AND PROFILE - STATION 50+00 TO 54+00
19 (C-12)	PLAN AND PROFILE - STATION 54+00 TO 57+20
20 (RD-1)	CATCH BASIN TYPE 1 AND TYPE 1L
21 (RD-2)	CONCRETE INLET AND RECTANGULAR FRAME
22 (RD-3)	RECTANGULAR VANED GRATE
23 (RD-4)	BEAM GUARDRAIL POSTS AND BLOCKS
24 (RD-5)	BEAM GUARDRAIL TYPE 31 AND PLACEMENT
25 (RD-6)	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL
26 (CH-1)	SIGNS AND SIGN SUPPORTS
27 (CH-2)	CLASS A CONSTRUCTION SIGNING INSTALLATION
28 (CH-3)	LONGITUDINAL MARKING PATTERNS
29 (CH-4)	PROFILED AND EMBOSSED PLASTIC LINES
30 (TC-1)	TRAFFIC CONTROL PLAN
31 (TC-2)	TRAFFIC CONTROL DETAILS



DATE:	JULY 2023
DRAWN:	RAH
CHECKED:	BJB
APPROVED:	TLS

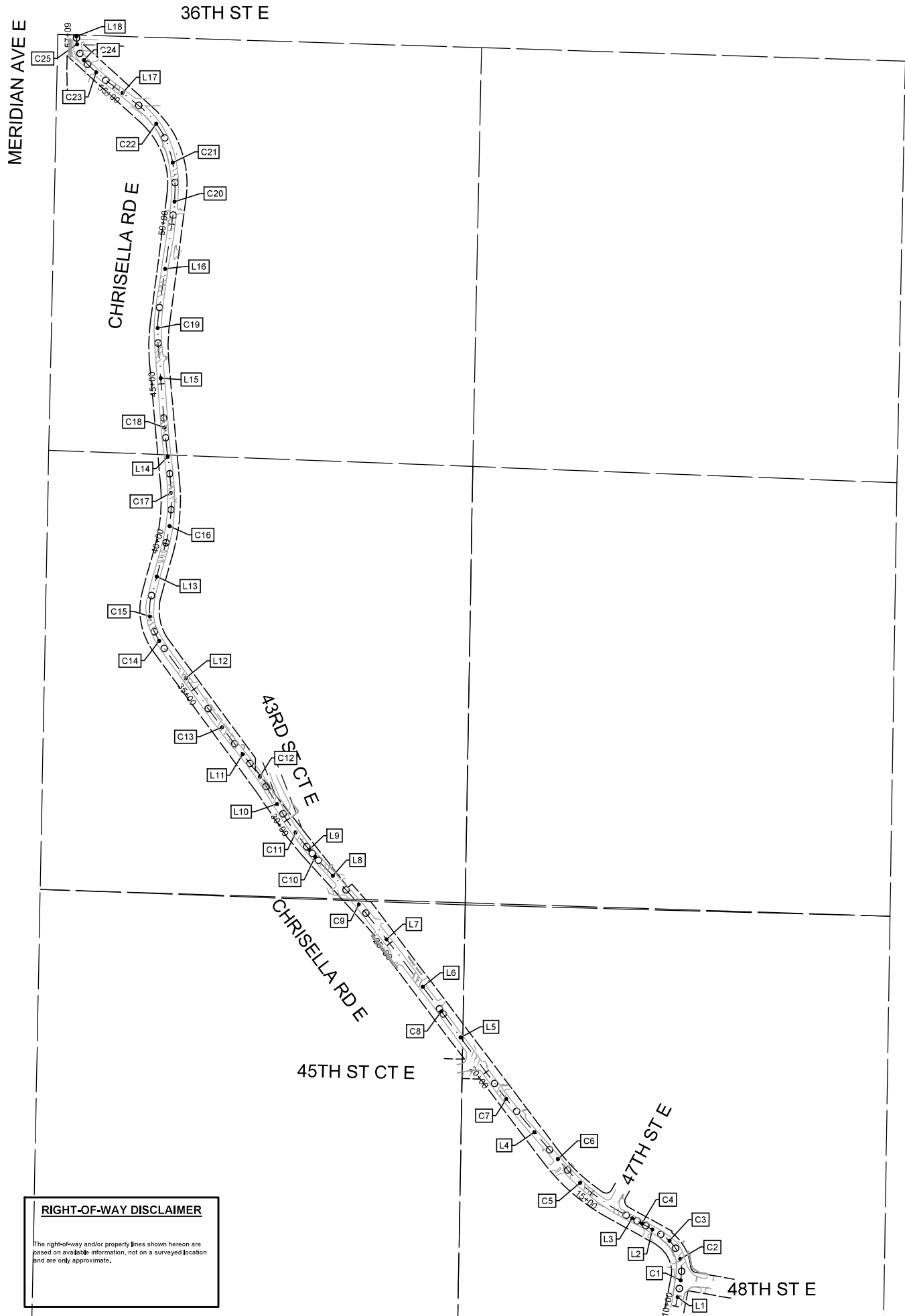
No.	REVISION	DATE	APPD
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CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
**CHRISSELLA ROAD EAST SAFETY
IMPROVEMENTS**
VICINITY MAP, LOCATION MAP, AND INDEX

SHEET: **2 (G-2)**
OF: **32**
JOB NO.: 21621
DWG LEGEND

I:\EDGEWOOD\21621 chrisella rd e safety\01 design phase\PLANSET\CV\ALIGNMENT.dwg, 7/24/2023 3:19 PM, MARK NAGEL

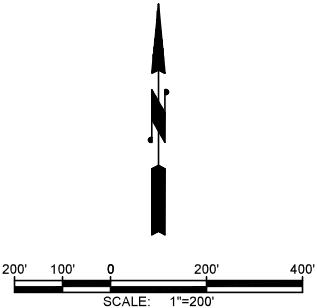


RIGHT-OF-WAY DISCLAIMER

The right-of-way and/or property lines shown hereon are based on available information, not on a surveyed location and are only approximate.

CHRISSELLA ROAD - CONSTRUCTION CENTERLINE ALIGNMENT

SEGMENT	BEGIN STATION	BEGIN NORTHING	BEGIN EASTING	END STATION	END NORTHING	END EASTING	DISTANCE	BEARING	RADIUS	TANGENT	CURVE LENGTH	DELTA
L1	10+00.00	690,919.46	1,196,625.76	10+56.22	690,974.51	1,196,637.15	56.22	N11°41'36"E				
C1	10+56.22	690,974.51	1,196,637.15	11+10.44	691,028.25	1,196,644.00			350.20	27.17	54.22	8°52'17"
C2	11+10.44	691,028.25	1,196,644.00	11+85.84	691,100.01	1,196,625.06			122.70	36.93	75.39	35°12'19"
C3	11+85.84	691,100.01	1,196,625.06	12+49.50	691,143.48	1,196,579.42			130.20	32.48	63.67	28°01'04"
L2	12+49.50	691,143.48	1,196,579.42	13+02.93	691,169.87	1,196,532.96	53.43	N60°24'03"W				
C4	13+02.93	691,169.87	1,196,532.96	13+34.45	691,185.01	1,196,505.32			1,000.00	15.76	31.52	1°48'21"
L3	13+34.45	691,185.01	1,196,505.32	13+72.31	691,202.66	1,196,471.83	37.85	N62°12'24"W				
C5	13+72.31	691,202.66	1,196,471.83	16+03.83	691,343.30	1,196,289.35			674.80	116.91	231.52	19°39'29"
C6	16+03.83	691,343.30	1,196,289.35	16+88.14	691,406.36	1,196,233.39			2,499.80	42.16	84.32	1°55'57"
L4	16+88.14	691,406.36	1,196,233.39	18+45.70	691,525.96	1,196,130.83	157.55	N40°36'58"W				
C7	18+45.70	691,525.96	1,196,130.83	19+56.28	691,612.47	1,196,062.00			1,500.00	55.31	110.58	4°13'26"
L5	19+56.28	691,612.47	1,196,062.00	22+24.96	691,828.76	1,195,902.59	268.69	N36°23'33"W				
C8	22+24.96	691,828.76	1,195,902.59	22+44.50	691,844.43	1,195,890.92			2,000.00	9.77	19.54	0°33'35"
L6	22+44.50	691,844.43	1,195,890.92	24+47.60	692,006.74	1,195,768.82	203.10	N36°57'08"W				
L7	24+47.60	692,006.74	1,195,768.82	26+20.21	692,142.55	1,195,662.29	172.60	N38°06'35"W				
C9	26+20.21	692,142.55	1,195,662.29	27+15.29	692,214.74	1,195,600.45			1,100.20	47.57	95.08	4°57'06"
L8	27+15.29	692,214.74	1,195,600.45	28+41.29	692,306.79	1,195,514.43	125.99	N43°03'41"W				
L9	28+41.29	692,306.79	1,195,514.43	28+69.98	692,328.30	1,195,495.45			500.00	14.35	28.69	3°17'15"
C10	28+69.98	692,328.30	1,195,495.45	28+96.81	692,348.93	1,195,478.28	26.83	N39°46'25"W				
C11	28+96.81	692,348.93	1,195,478.28	30+23.20	692,451.41	1,195,404.50			899.80	63.30	125.39	8°02'52"
L10	30+23.20	692,451.41	1,195,404.50	31+23.25	692,536.51	1,195,351.89	100.05	N31°43'33"W				
C12	31+23.25	692,536.51	1,195,351.89	32+10.57	692,607.95	1,195,301.76			750.20	43.71	87.32	6°40'09"
L11	32+10.57	692,607.95	1,195,301.76	32+63.58	692,649.50	1,195,268.84	53.01	N36°23'42"W				
C13	32+63.58	692,649.50	1,195,268.84	34+25.00	692,778.43	1,195,171.71			4,999.80	68.22	136.43	1°33'48"
L12	34+25.00	692,778.43	1,195,171.71	36+57.09	692,965.98	1,195,035.00	232.09	N36°05'23"W				
C14	36+57.09	692,965.98	1,195,035.00	37+17.87	693,018.37	1,195,004.40			299.80	30.49	60.78	11°36'57"
C15	37+17.87	693,018.37	1,195,004.40	38+32.41	693,130.26	1,194,995.47			164.80	59.69	114.54	39°49'17"
L13	38+32.41	693,130.26	1,194,995.47	40+02.74	693,294.52	1,195,040.55	170.33	N15°20'52"E				
C16	40+02.74	693,294.52	1,195,040.55	41+07.05	693,397.39	1,195,056.31			450.20	52.39	104.30	13°16'28"
C17	41+07.05	693,397.39	1,195,056.31	42+18.90	693,509.06	1,195,052.03			750.20	56.03	111.86	8°32'35"
L14	42+18.90	693,509.06	1,195,052.03	43+31.80	693,621.24	1,195,039.31	112.90	N6°28'10"W				
C18	43+31.80	693,621.24	1,195,039.31	43+93.65	693,682.82	1,195,033.56			1,565.00	30.93	61.84	2°15'51"
L15	43+93.65	693,682.82	1,195,033.56	46+27.19	693,915.68	1,195,015.79	233.54	N4°21'42"W				
C19	46+27.19	693,915.68	1,195,015.79	47+38.29	694,026.45	1,195,020.18			480.00	55.80	111.10	13°15'44"
L16	47+38.29	694,026.45	1,195,020.18	50+28.60	694,313.65	1,195,062.54	290.31	N8°23'21"E				
C20	50+28.60	694,313.65	1,195,062.54	51+30.25	694,415.00	1,195,068.43			575.00	50.96	101.65	10°07'44"
C21	51+30.25	694,415.00	1,195,068.43	52+74.07	694,554.20	1,195,036.49			350.63	72.94	143.82	23°30'05"
C22	52+74.07	694,554.20	1,195,036.49	54+04.63	694,654.94	1,194,955.37			275.00	66.53	130.56	27°12'08"
L17	54+04.63	694,654.94	1,194,955.37	55+33.55	694,733.52	1,194,853.17	128.92	N52°26'34"W				
C23	55+33.55	694,733.52	1,194,853.17	56+08.88	694,783.06	1,194,796.49			600.00	37.71	75.33	7°11'37"
C24	56+08.88	694,783.06	1,194,796.49	56+50.05	694,816.60	1,194,773.01			115.00	20.80	41.16	20°30'28"
C25	56+50.05	694,816.60	1,194,773.01	56+99.97	694,865.00	1,194,762.45			115.00	25.36	49.92	24°52'25"
L18	56+99.97	694,865.00	1,194,762.45	57+09.23	694,874.25	1,194,762.34	9.26	N0°40'16"W				



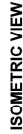
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1. CONTRACTOR SHALL COMPLY WITH THE DOE CONSTRUCTION STORMWATER PERMIT REQUIREMENTS.
2. CONTRACTOR SHALL SUBMIT TEMPORARY WATER POLLUTION/EROSION CONTROL PLAN PER THE CONTRACT SPECIFICATIONS.
3. ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION SHALL BE OBSERVED DURING CONSTRUCTION.
4. ALL REQUIRED SEDIMENTATION/EROSION CONTROL FACILITIES MUST BE IN OPERATION PRIOR TO LAND CLEARING AND/OR OTHER CONSTRUCTION TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER THE NATURAL DRAINAGE SYSTEM. ALL EROSION AND SEDIMENT FACILITIES SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE IMPLEMENTATION, MAINTENANCE, REPLACEMENT AND ADDITIONS TO EROSION/SEDIMENTATION CONTROL SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE EROSION AND SEDIMENTATION CONTROL SYSTEMS DEPICTED ON THIS DRAWING ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND AS UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE CONTRACTOR SHOULD ANTICIPATE THAT MORE EROSION AND SEDIMENTATION CONTROL FACILITIES WILL BE NECESSARY TO ENSURE COMPLETE SILTATION CONTROL ON THE PROPOSED SITE. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY HIS ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS, AS MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES AND THE WATER QUALITY OF THE RECEIVING DRAINAGE SYSTEM.
6. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND DISPOSING OF THE SEDIMENT. ALL CATCH BASINS, CONVEYANCE LINES AND DITCHES SHALL BE CLEANED PRIOR TO PAVING.
7. THE CONTRACTOR SHALL REMOVE MATERIAL DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO THE TOWN RIGHT-OF-WAY OR INTO THE EXISTING STORM DRAINAGE SYSTEM. DEBRIS SHALL NOT BE WASHED INTO THE STORM DRAINAGE SYSTEM.
8. TEMPORARY EROSION CONTROL FACILITIES SHALL BE INSPECTED WEEKLY AND MAINTAINED WITHIN 24 HOURS FOLLOWING A STORM EVENT. SEDIMENT SHALL BE REMOVED TO INSURE THE FACILITIES WILL FUNCTION PROPERLY. THE FACILITIES SHALL BE SATISFACTORY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.
9. ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT STORMWATER RUNOFF SHALL NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
10. NO DISTURBED SOIL SHALL REMAIN UNSTABILIZED FOR MORE THAN TWO DAYS.

1. PRE-CONSTRUCTION MEETING.
2. FLAG AND/OR FENCE CLEARING LIMITS AND INSTALL PERIMETER PROTECTION AND TEMPORARY SECURITY FENCING, AS REQUIRED, FOR INSPECTION BY ENGINEER.
3. POST SIGN WITH NAME AND PHONE NUMBER OF TESC SUPERVISOR.
4. INSTALL INLET PROTECTION.
5. CONSTRUCT TEMPORARY AND PERMANENT SURFACE WATER CONTROLS (BERMS, DITCHES, WATTLES, AND STORM SYSTEM) SIMULTANEOUSLY WITH CLEARING AND GRADING. SEED AND INSTALL MATTING TO STABILIZE AS DIRECTED BY ENGINEER.
6. RELOCATE EROSION CONTROL MEASURES OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE THE EROSION AND SEDIMENT CONTROL IS ALWAYS IN ACCORDANCE WITH THE TESC STANDARD REQUIREMENTS, SURFACE ROUGHEN OR TEXTURE ALL "CUT" SLOPES PRIOR TO SEEDING.
7. UPON COMPLETION OF THE PROJECT, ALL DISTURBED AREAS MUST BE STABILIZED AND BMPS REMOVED, AS DIRECTED BY THE ENGINEER.



SHEET 1 OF 1 SHEET



Washington State Department of Transportation

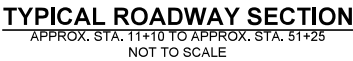
STATE DESIGN ENGINEER

Pasco Bakotich III

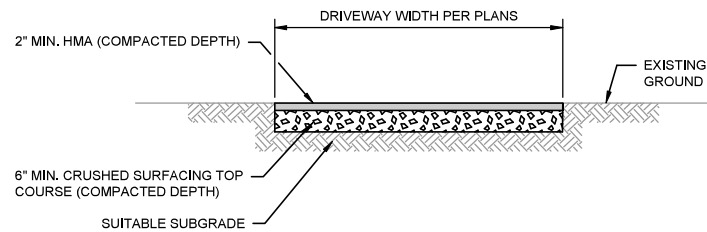
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APPROVED FOR PUBLICATION

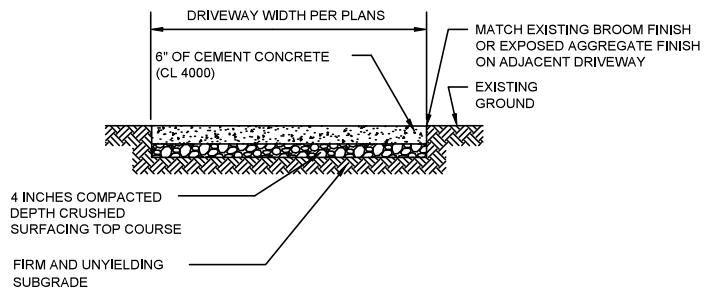


MATERIAL CODE AND NOTES	
(X)	DESCRIPTION
1	4-INCH COMPACTED DEPTH HMA, CONSTRUCTED IN TWO 2-INCH COURSES.
2	8-INCH COMPACTED DEPTH CRUSHED SURFACING BASE COURSE
3	STORM TRENCH PER DETAILS ON SHEET RD-3
4	4" PROFILED PLASTIC SOLID LINE PER WSDOT STANDARD PLAN M20-20.12
5	BUTT JOINT PER DETAIL ON SHEET RD-3
6	CLEAR AND GRUB DITCH AND SHOULDER AREA, FILL WITH GRAVEL BORROW
7	ROADWAY EXCAVATION, INCL. HAUL LIMITS
8	WEDGE CURB PER DETAIL SHEET RD-3
9	4" PERMEABLE BALLAST ROCK



HMA DRIVEWAY REPAIR

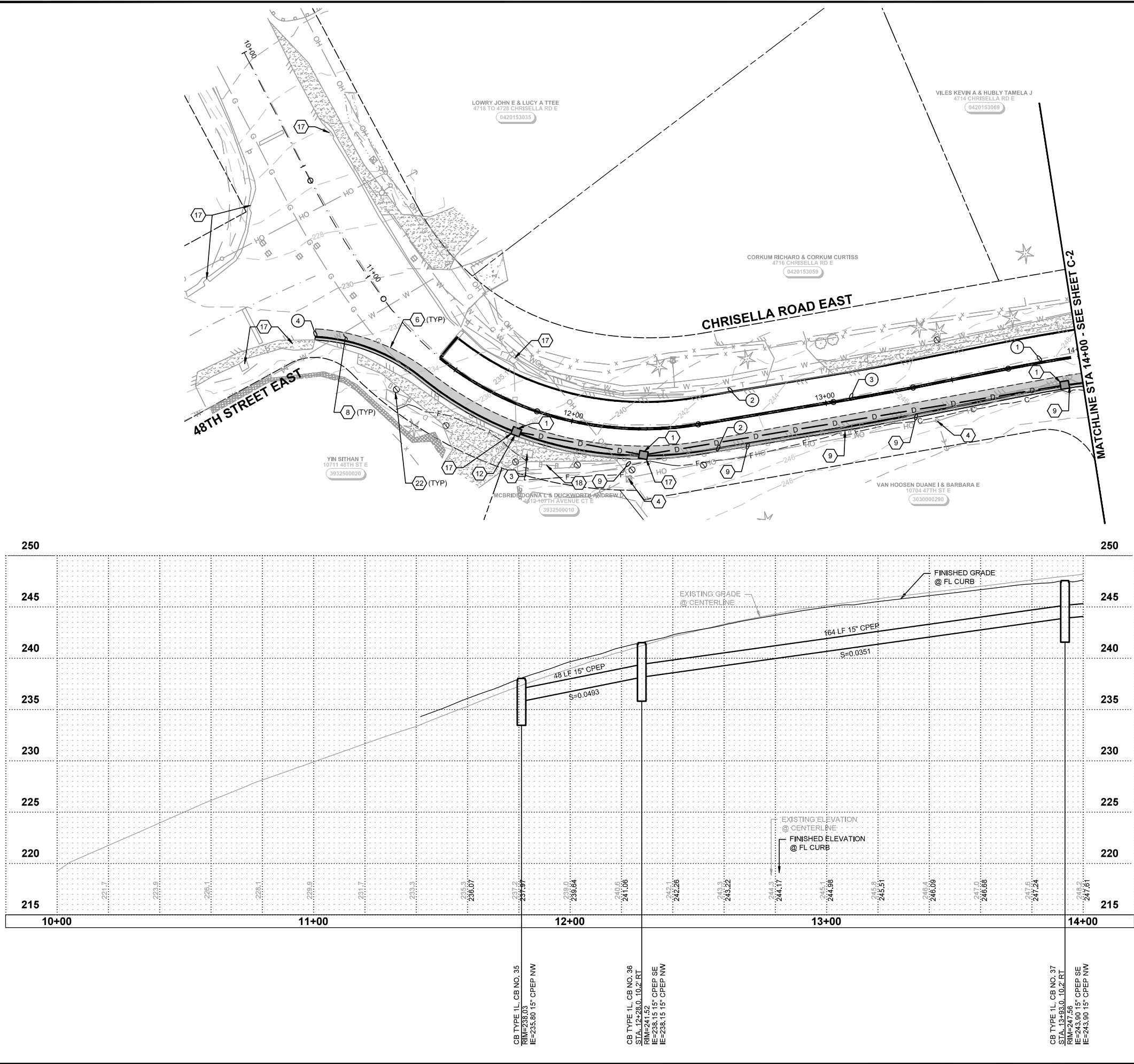
NOT TO SCALE



CEMENT CONCRETE DRIVEWAY REPAIR



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GENERAL

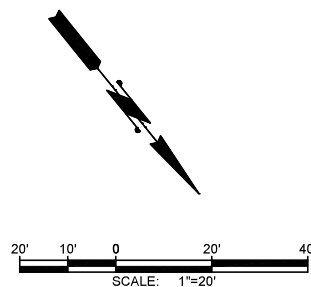
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Gray & Osborne, Inc.
CONSULTING ENGINEERS
1100 PARKER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 254-0660

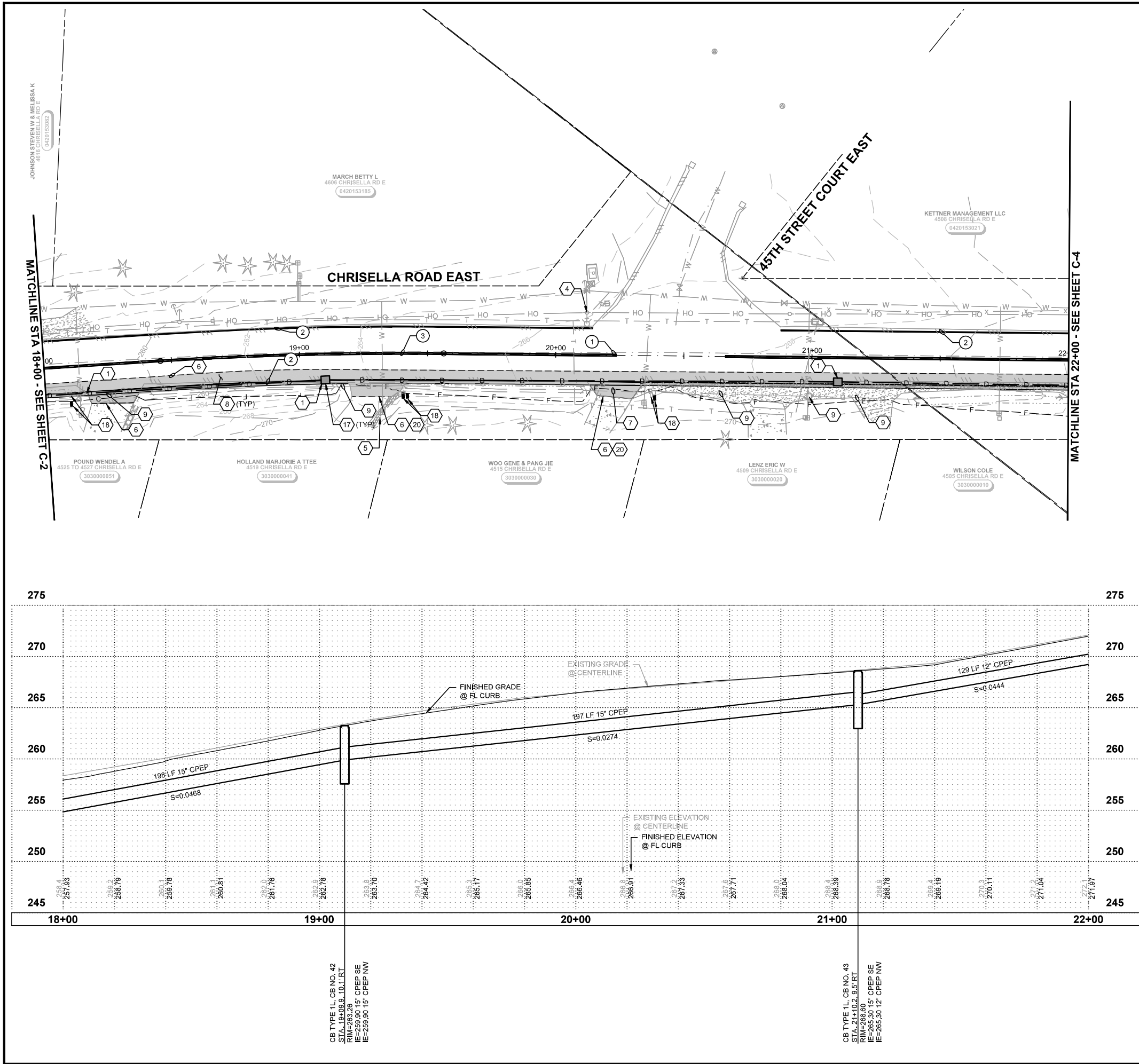
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			No.

7/25/23

CITY OF EDGEWOOD
PIERCE COUNTY
WASHINGTON
CHRISSELLA ROAD EAST SAFETY IMPROVEMENTS
PLAN AND PROFILE - STATION 10+00 TO 14+00

SHEET: **8 (C-1)**
OF: **32**
JOB NO.: 21621
DWG PLAN

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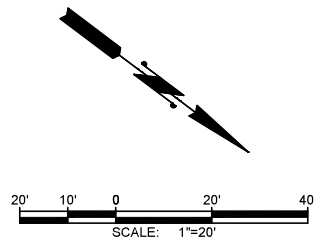
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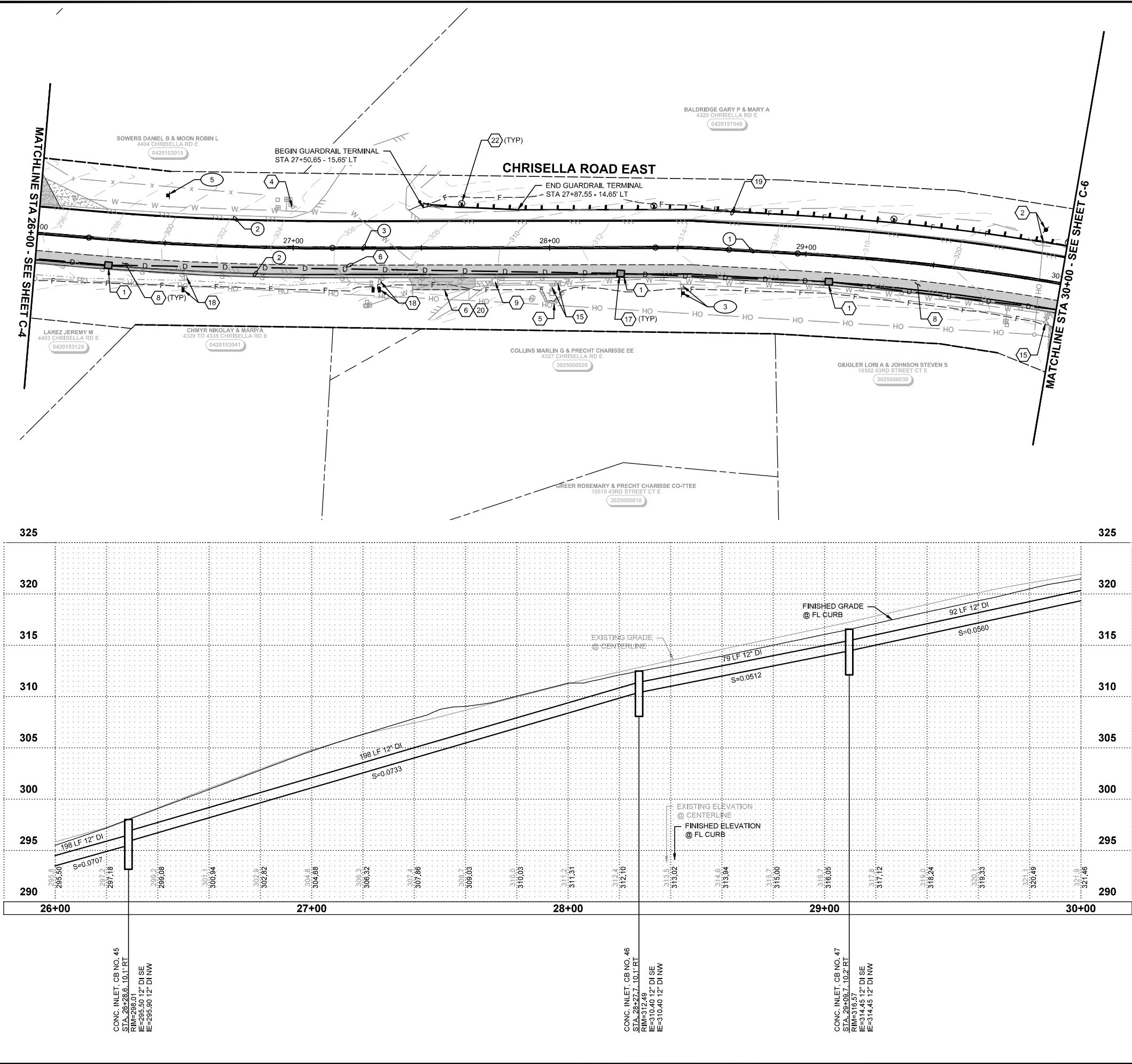
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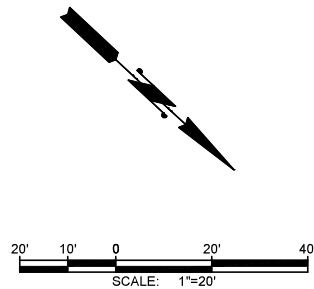
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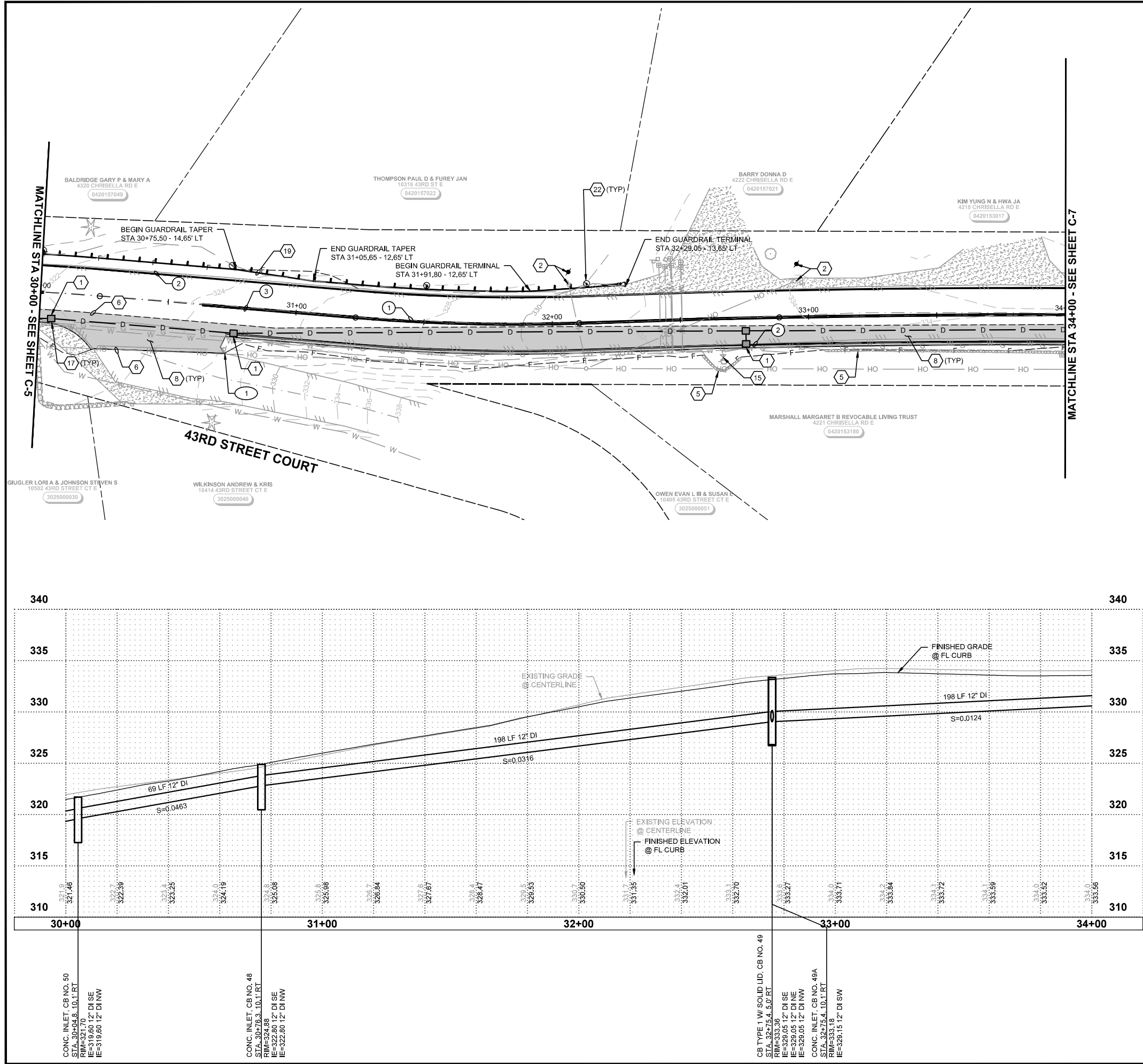


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GENERAL

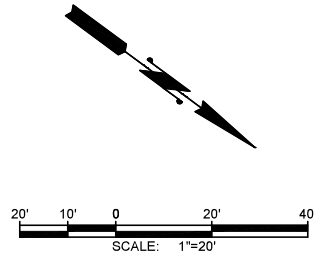
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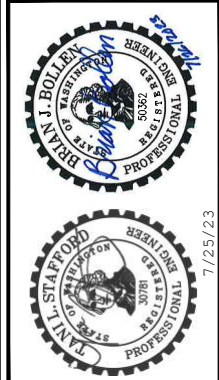
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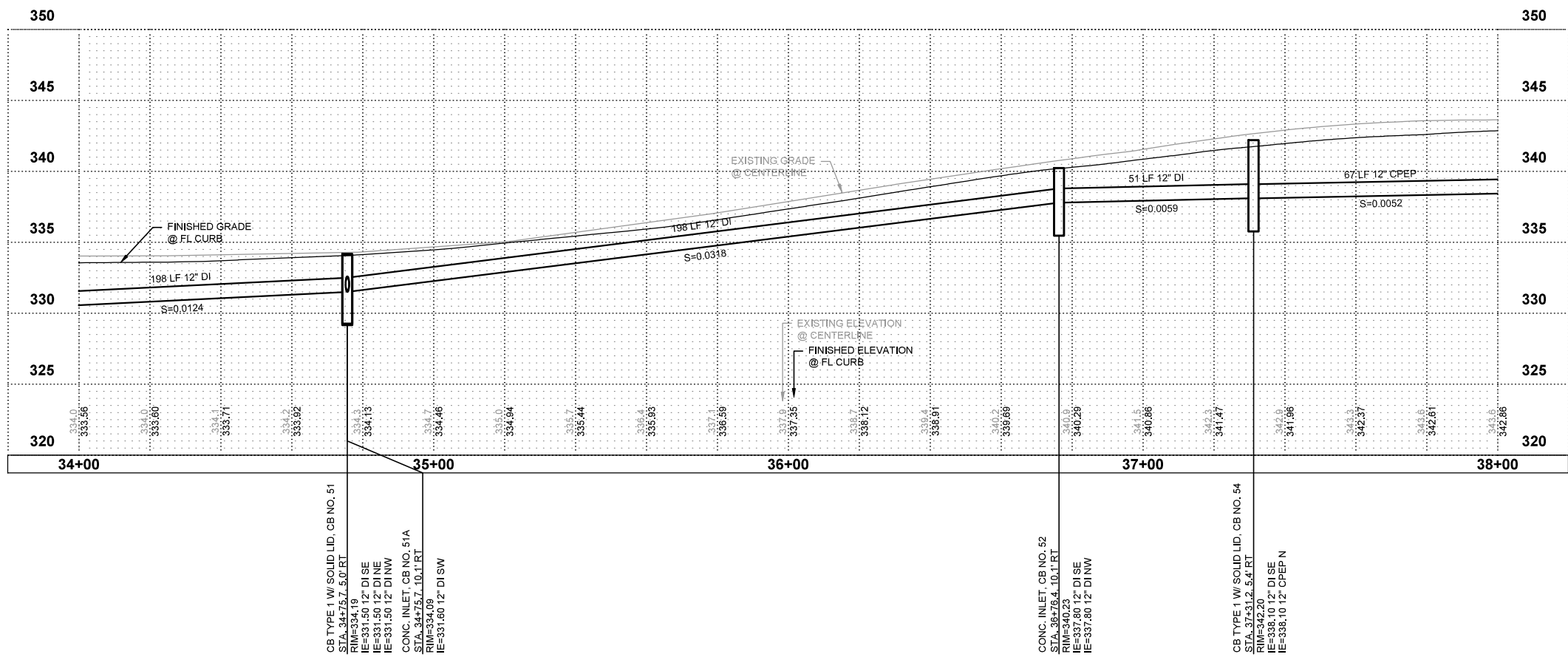
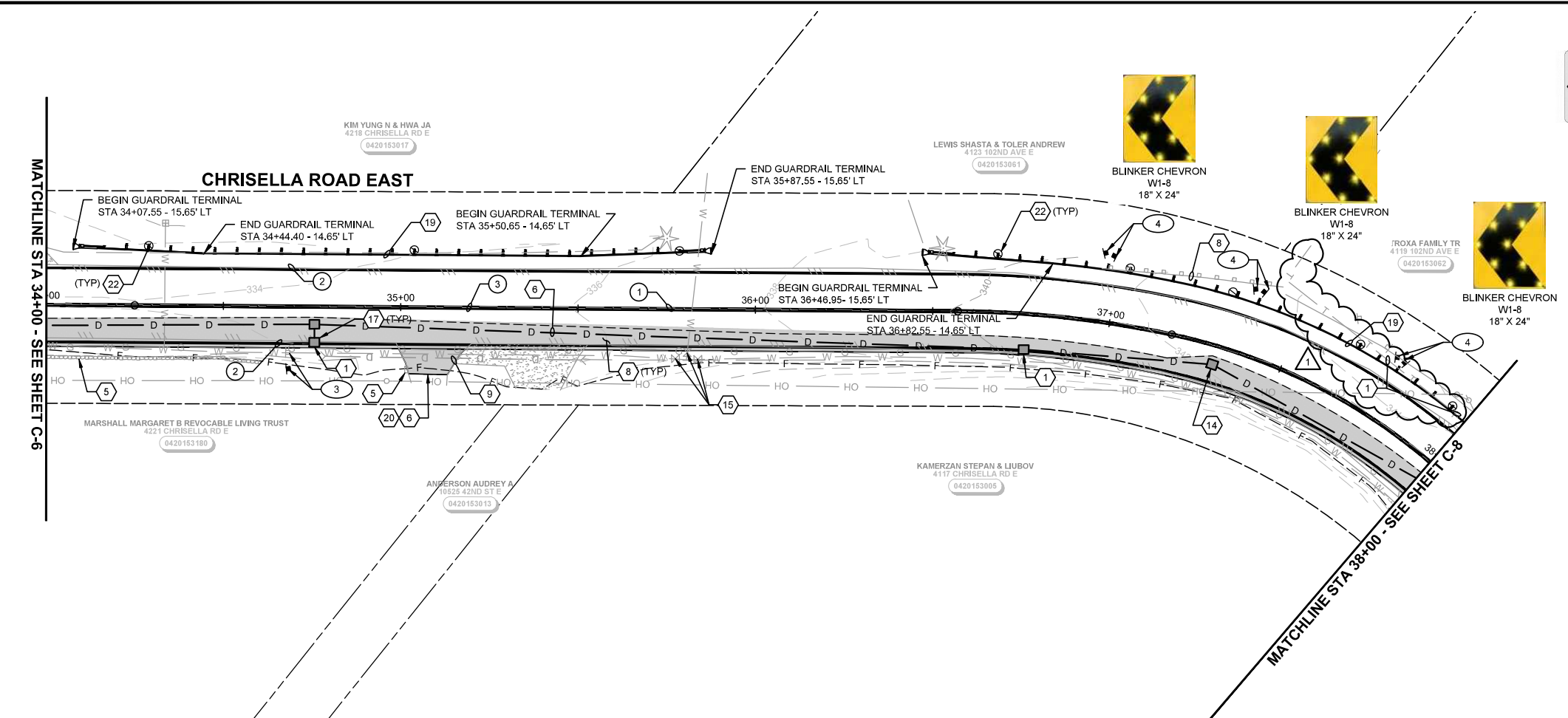


DATE: JULY 2023	DRAWN: RAH	CHECKED: BLS	APPROVED: TLS
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DATE	APPD
REVISION	
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ROADWAY & STORM DRAINAGE NOTES

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GENERAL

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Gray & Osborne, Inc.
CONSULTING ENGINEERS
1100 RAINIER AVENUE SOUTH, SUITE 500
SEATTLE, WASHINGTON 98144 • (206) 254-0660

DATE: JULY 2023	DRAWN: RAH	CHECKED: BLS	APPROVED: TLS
ADDENDUM 2			TLS
REVISION			DATE
1			11/27
No.			APPD

CITY OF EDGEWOOD
PIERCE COUNTY
WASHINGTON

CHRISSELLA ROAD EAST SAFETY IMPROVEMENTS

PLAN AND PROFILE - STATION 34+00 TO 38+00

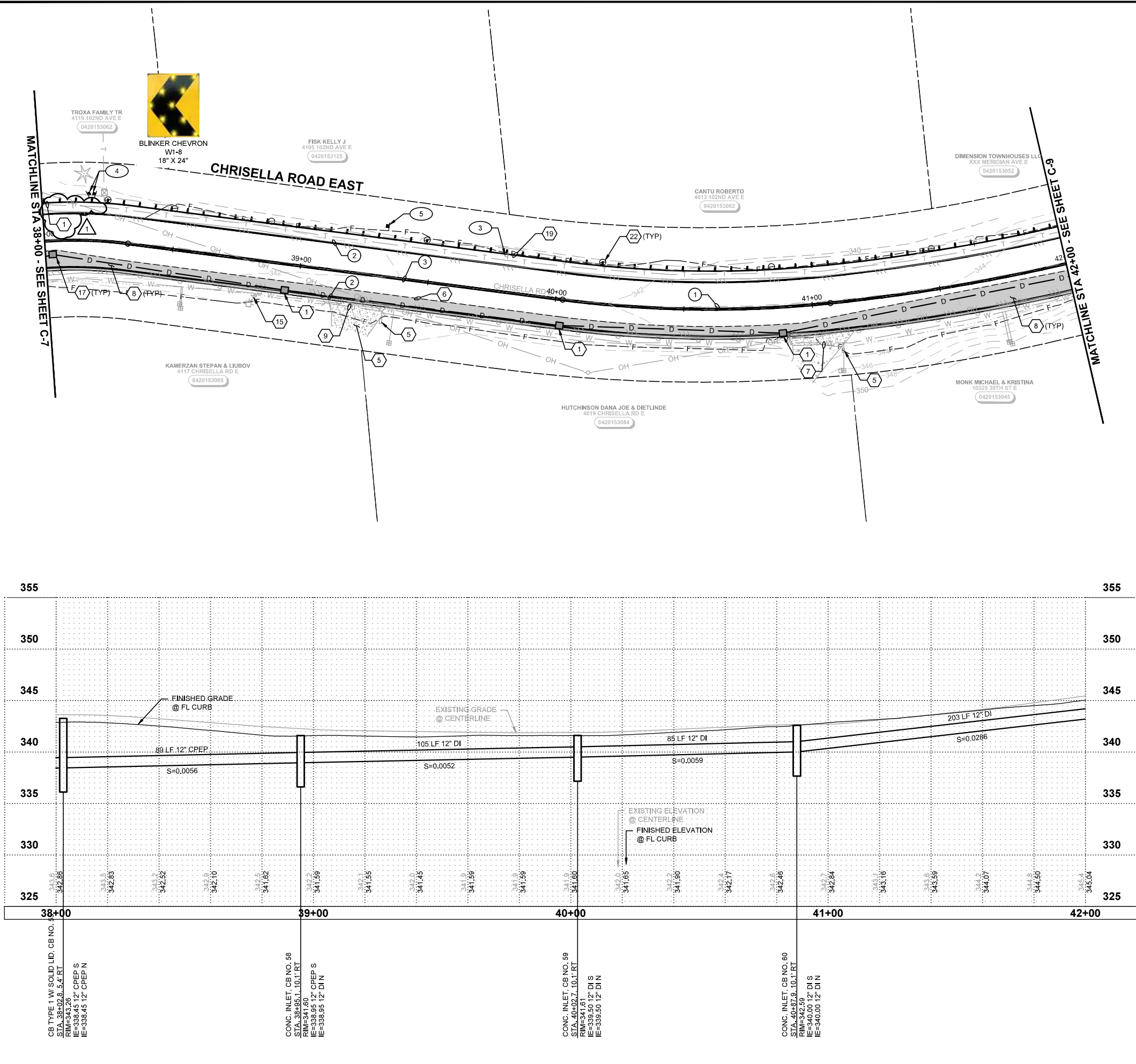
SHEET: **14 (C-7)**

OF: **32**

JOB NO.: 21621

DWG PLAN

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ROADWAY & STORM DRAINAGE NOTES

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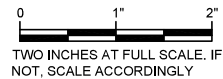
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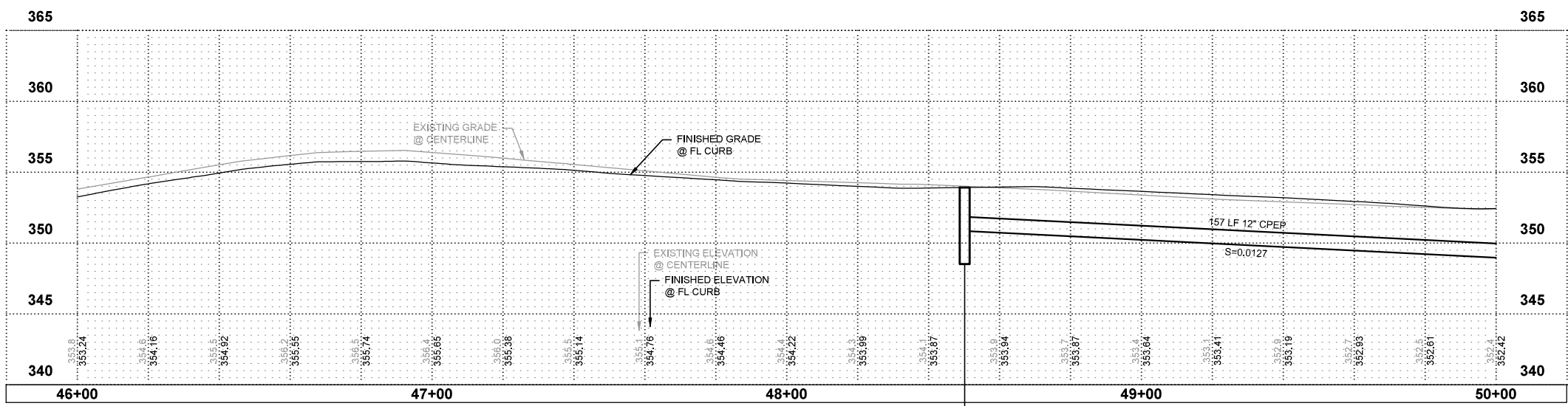
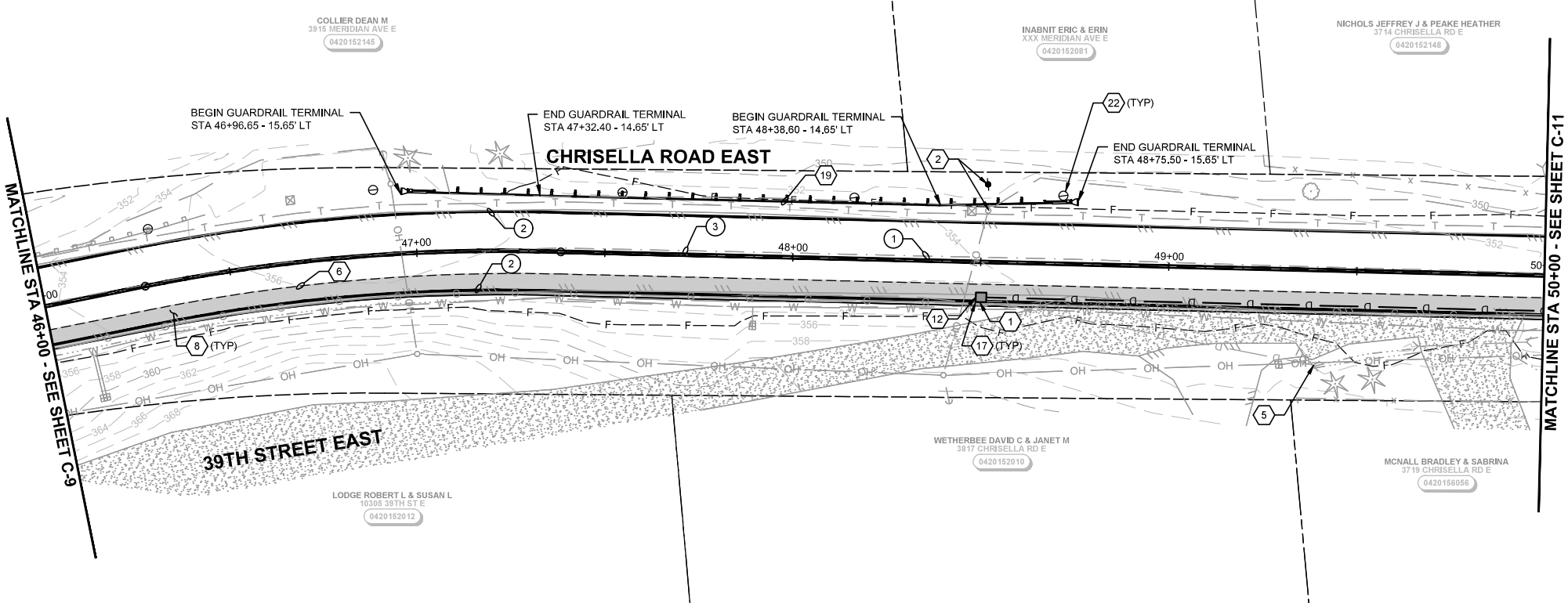


DATE: JULY 2023	DRAWN: RAH	CHECKED: BLS	APPROVED: TLS
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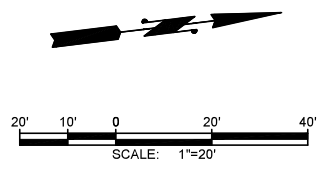
	TLS	APPD
	11/27	DATE
ADDENDUM 2	REVISION	
1	No.	



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CONC. INLET, CB NO. 68
STA. 48+50.3, 9.4' RT
RW=353.92
IE=350.85 12' CPEP N



ROADWAY & STORM DRAINAGE NOTES

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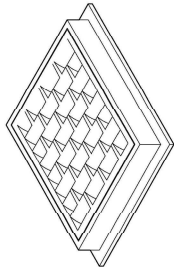
Gray & Osborne, Inc.
CONSULTING ENGINEERS
1100 PARKER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98148 • (206) 254-0660

DATE: JULY 2023	DRAWN: RAH	CHECKED: BLS	APPROVED: TLS
			DATE APPD
			REVISION
			No.

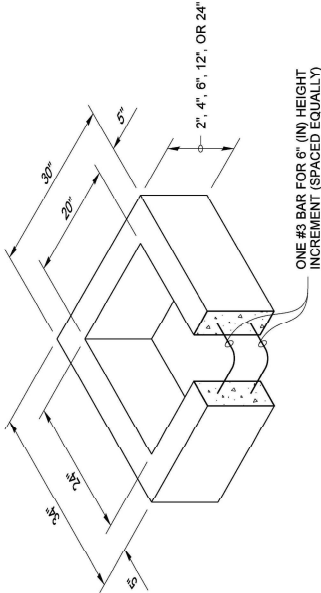
CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS
PLAN AND PROFILE - STATION 46+00 TO 50+00

SHEET **17 (C-10)**
OF: **32**
JOB NO.: 21621
DWG PLAN

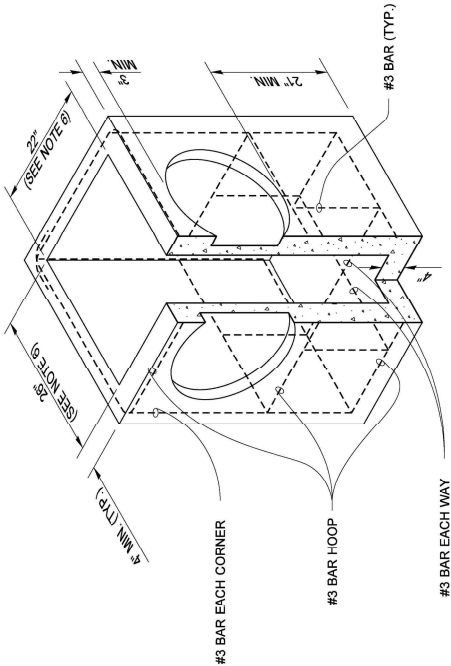
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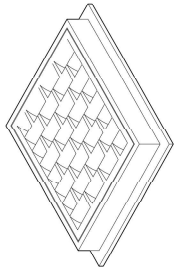
FRAME AND VANED GRATE



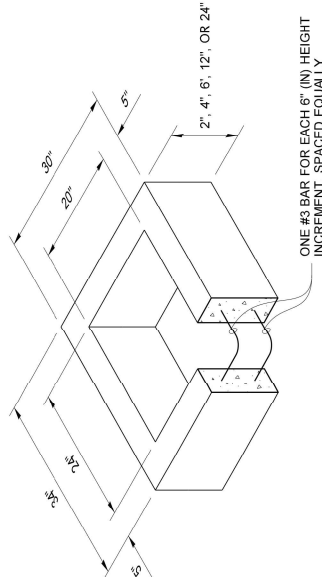
RECTANGULAR ADJUSTMENT SECTION



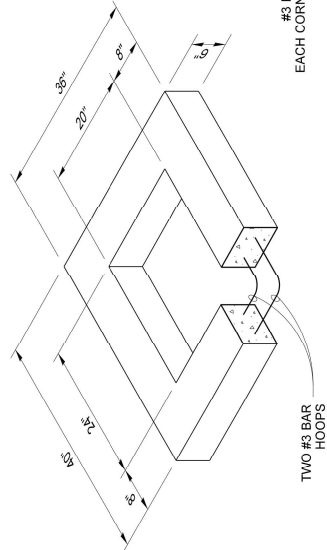
PRECAST BASE SECTION



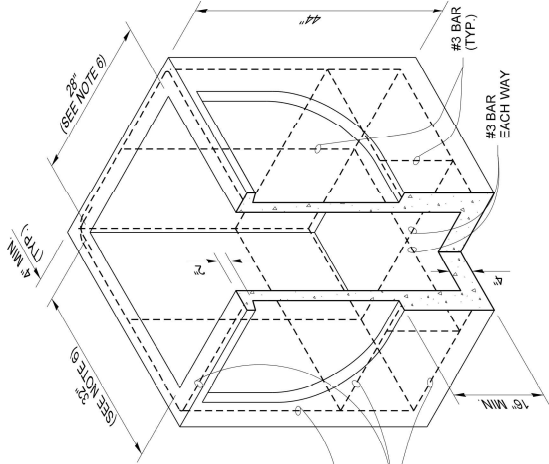
FRAME AND VANED GRATE



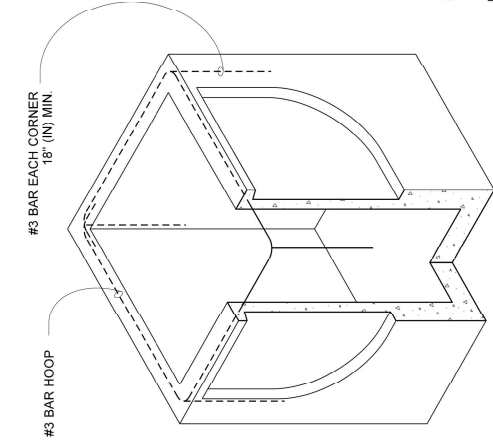
RECTANGULAR ADJUSTMENT SECTION



REDUCING SECTION



PRECAST BASE SECTION



ALTERNATIVE PRECAST BASE SECTION



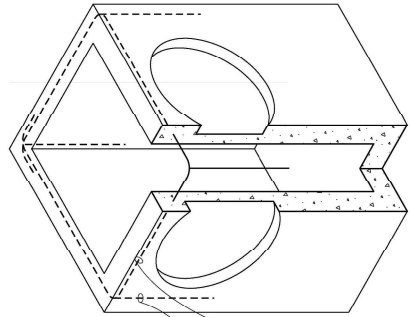
PIPE ALLOWANCES

PIPE MATERIAL	MAXIMUM INSIDE DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	16"
CPSSP ★ (STD. SPEC. SECT. 9-05.20)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	16"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	16"

★ CORRUGATED POLYETHYLENE STORM SEWER PIPE

NOTES

- As acceptable alternatives to the rebar shown in the **PRECAST BASE SECTION**, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the **ALTERNATIVE PRECAST BASE SECTION**. Wire mesh shall not be placed in the knockouts.
- The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3**.
- The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).
- The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.
- The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1 : 24 or steeper.
- The opening shall be measured at the top of the **Precast Base Section**.
- All pickup holes shall be grouted full after the basin has been placed.



ALTERNATIVE PRECAST BASE SECTION
(SEE NOTE 1)

DRAWN BY: LISA CYFORD

PIPE MATERIAL	MAXIMUM INSIDE DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	16"
ALL METAL PIPE	21"
CPSSP ★ (STD. SPEC. SECT. 9-05.20)	16"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	21"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	21"

★ CORRUGATED POLYETHYLENE STORM SEWER PIPE

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- The knockout shall not be greater than 26" (in), in any direction. Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3**.
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CATCH BASIN TYPE 1L

STANDARD PLAN B-5.40-02

SHEET 1 OF 1 SHEET



CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY
IMPROVEMENTS
CATCH BASIN TYPE 1 AND TYPE 1L

SHEET: 20 (RD-1)

OF: 32

JOB NO.: 21621
DWGRD&CH_SD



DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

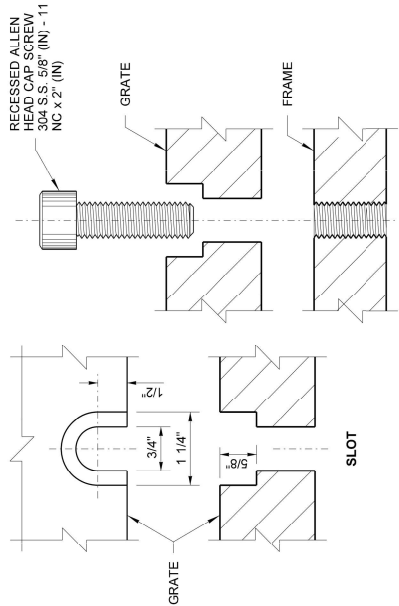
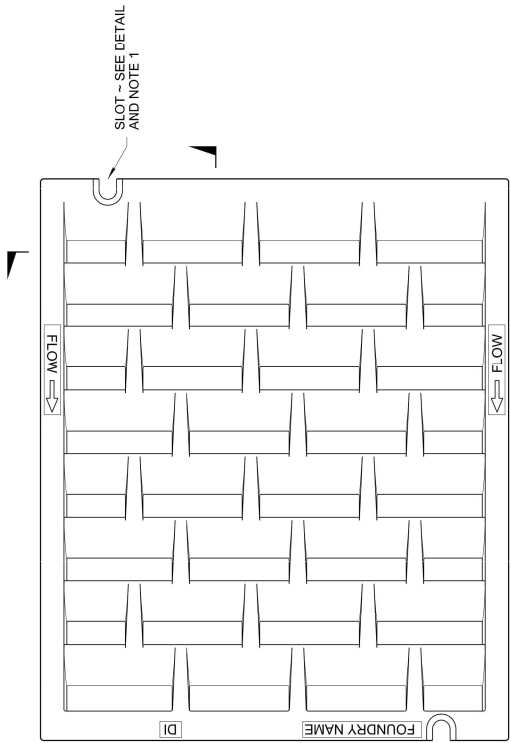
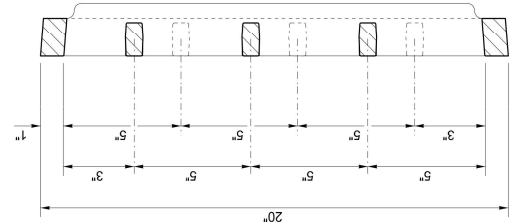
No.	REVISION	DATE	APPD



I:\EDGEWOOD\21621 chrisella rd e safety\01 design phase\PLANSET\CH\WRD&CH_SD.dwg, 7/24/2023 3:24 PM, MARK NAGEL

NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) x 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.



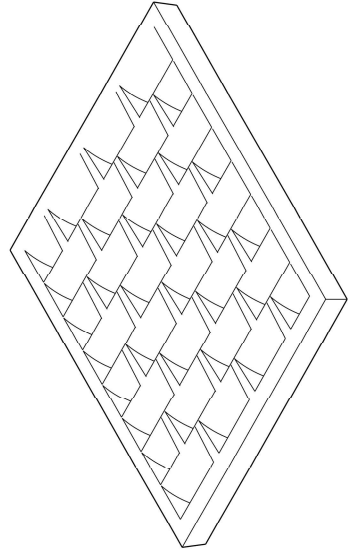
SECTION B

B

TOP

DRAWN BY: FERN LIDDELL

HOLE
BOLT-DOWN DETAIL
SEE NOTE 1

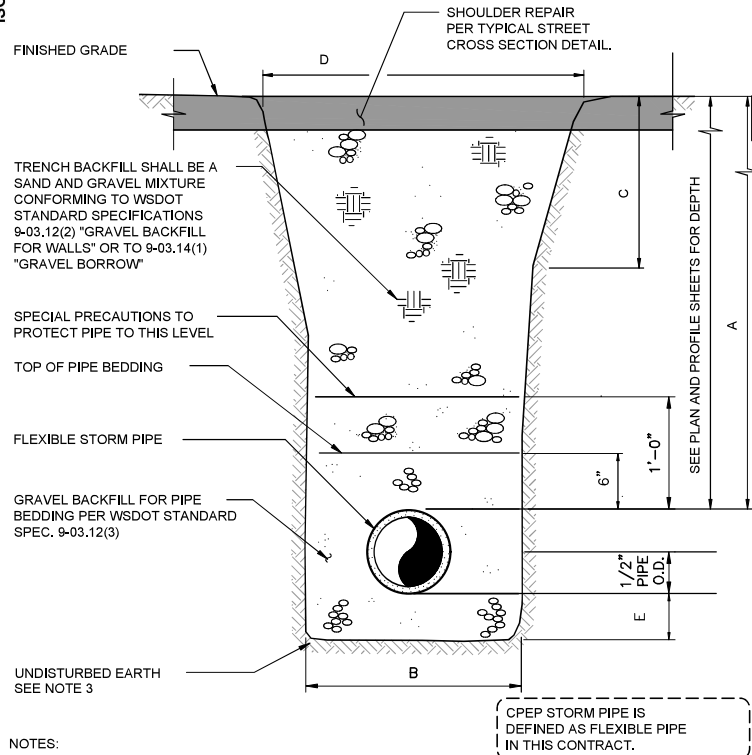


SECTION A

RECTANGULAR
VANED GRATE
STANDARD PLAN B-30.30-03



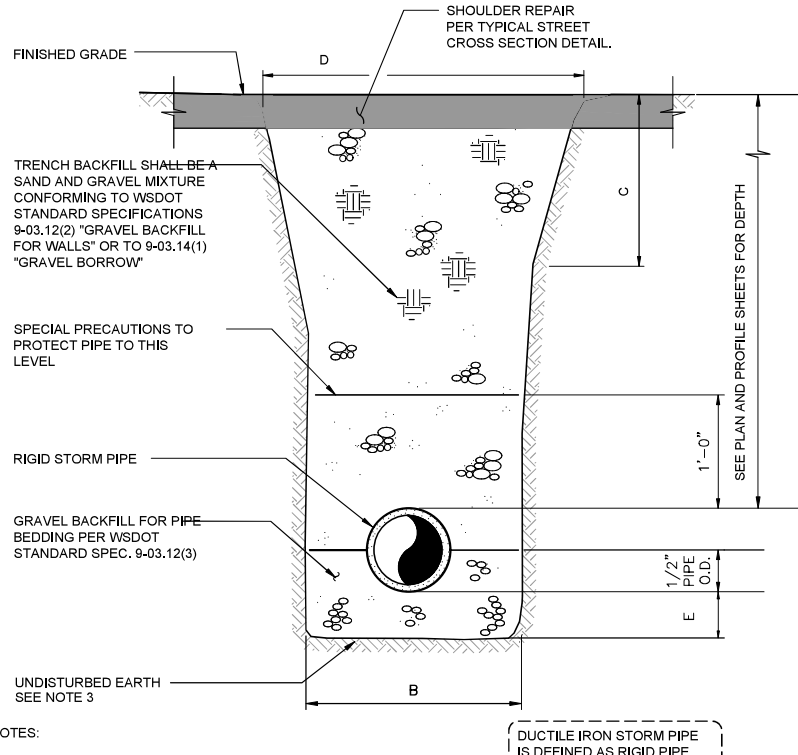
ISOMETRIC



FLEXIBLE STORM PIPE TRENCH SECTION

NOT TO SCALE

6" OR 8" DIAMETER PIPE					
A	6" OR LESS	8"	10"	12"	14"
B	2.5'	5.0'			
C	1.5'	1.5'	1.75'	2.25'	2.75'
D	5.5'	8.0'	8.5'	9.5'	10.5'
E	4"				



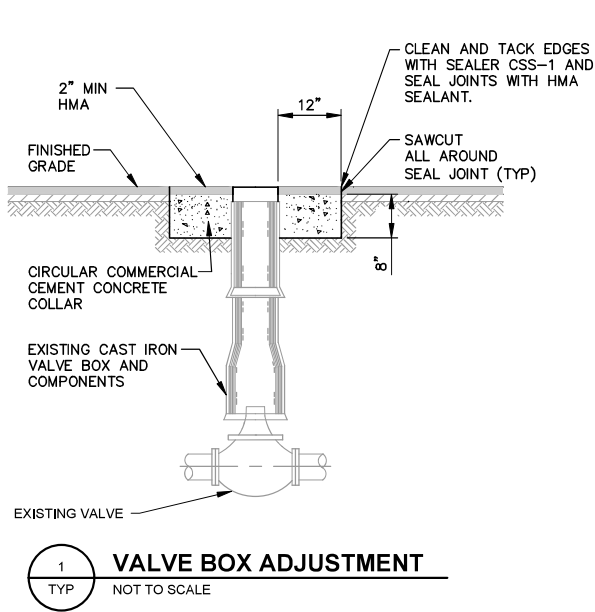
RIGID STORM PIPE TRENCH SECTION

NOT TO SCALE

12" DIAMETER PIPE					
A	6" OR LESS	8"	10"	12"	14"
B	3.0'	3.0'			
C	1.5'	1.5'	1.75'	2.25'	2.75'
D	6.0'	8.0'	8.5'	9.5'	10.5'
E	4"				

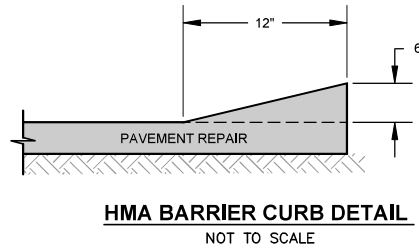
TRENCH SECTION PAYMENT LIMITS

NOT TO SCALE



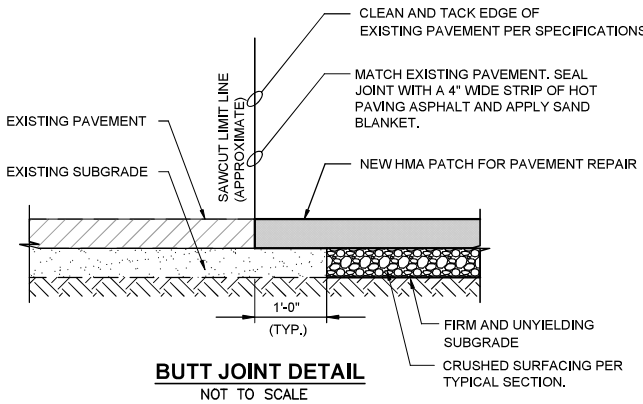
VALVE BOX ADJUSTMENT

NOT TO SCALE



HMA BARRIER CURB DETAIL

NOT TO SCALE



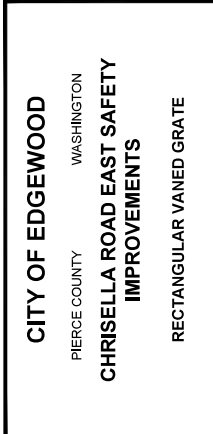
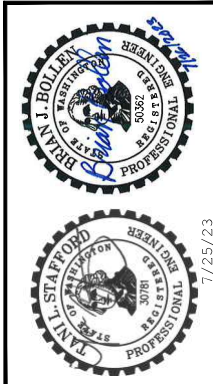
BUTT JOINT DETAIL

NOT TO SCALE



DATE:	JULY 2023
DRAWN:	RAH
CHECKED:	BLS
APPROVED:	TLS

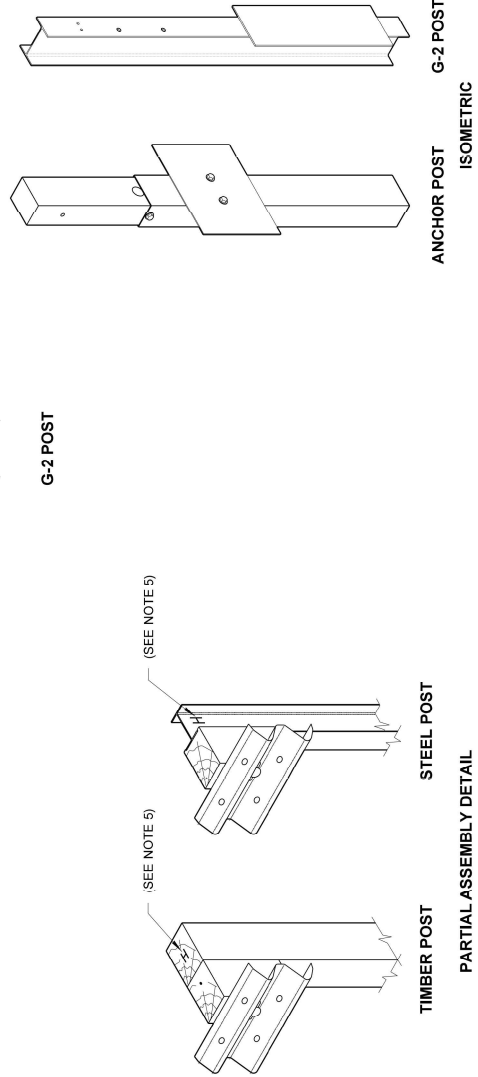
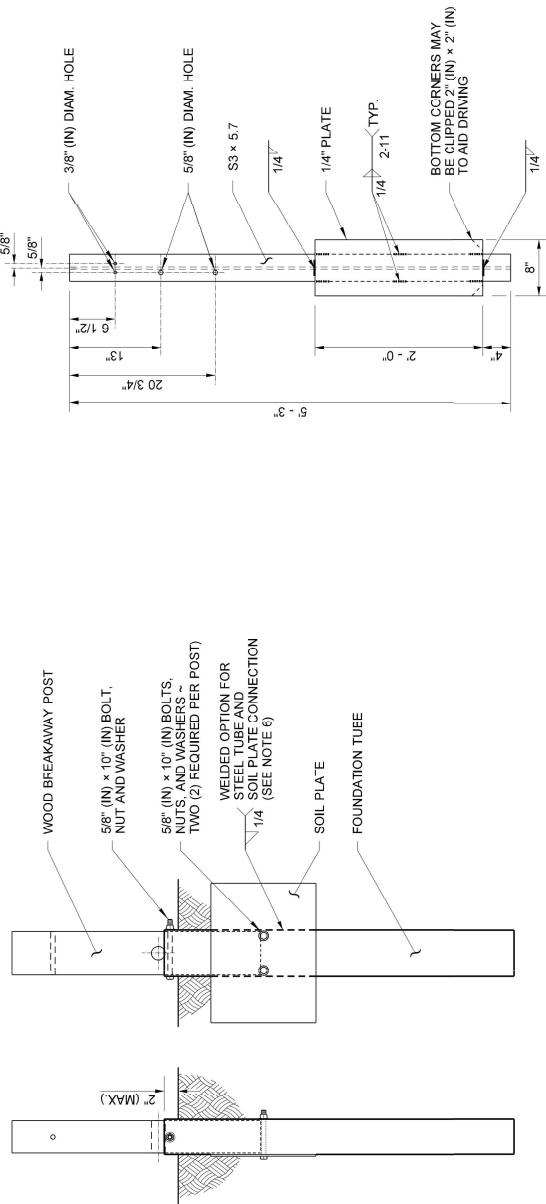
No.	REVISION	DATE	APPD



SHEET:	22 (RD-3)
OF:	32
JOB NO.:	21621
DWGRD&CH_SD	

NOTES

1. Wood posts for all guardrail placement plans shall be 6 x 8 except where noted otherwise.
2. Lower hole is for Run Rail of Type 2 and Type 3 Beam Guardrail.
3. W6x8.5 or W6x9 steel posts and timber blocks are alternates for 6x8 timber posts and blocks. W6x15 steel posts and timber blocks are alternates for 10x10 timber posts and blocks.
4. Traffic blockouts to steel posts using bolt holes on approaching face side of post web.
5. When "Beam Guardrail Type - ____ Ft. Long Post" is specified in the Contract, the post length shall be stamped with numbers, 1 1/2" (in) min. high and 3/4" (in) wide at the location where the letter "H" is shown in the ASSEMBLY DETAIL. For wood post applications, the letter shall be stamped to a minimum depth of 1/4" (in). For steel post applications, the letter shall be legible after the post is galvanized. After post installation, it shall be the Contractor's responsibility to ensure the stamped numbers remain visible.
6. Soil plate may be welded to foundation tube. If so, holes in soil plate and foundation tube may be omitted.



**BEAM GUARDRAIL
POSTS AND BLOCKS
STANDARD PLAN C-1b**

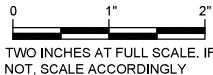
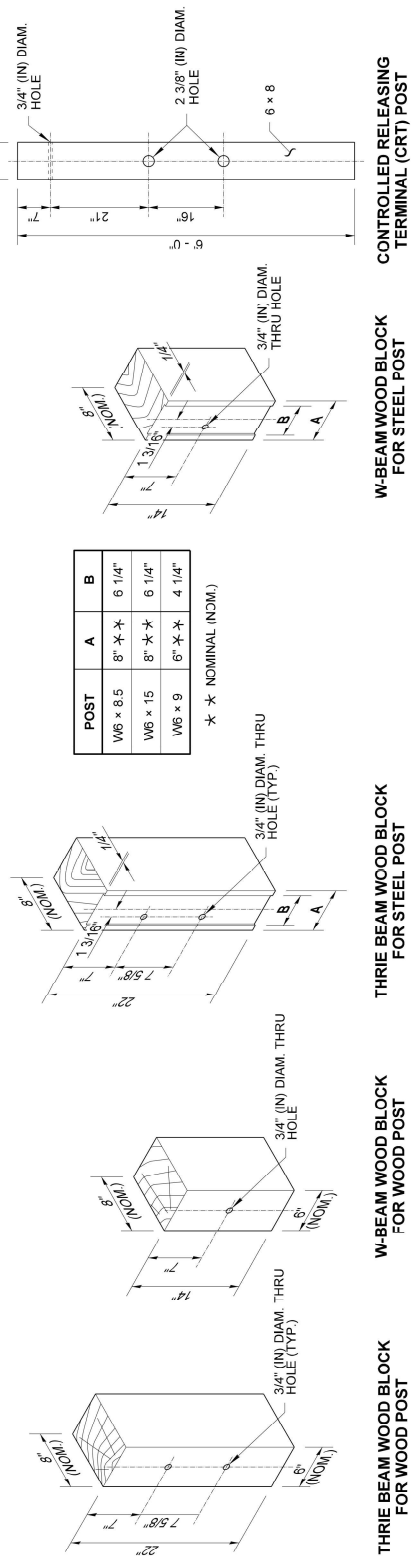
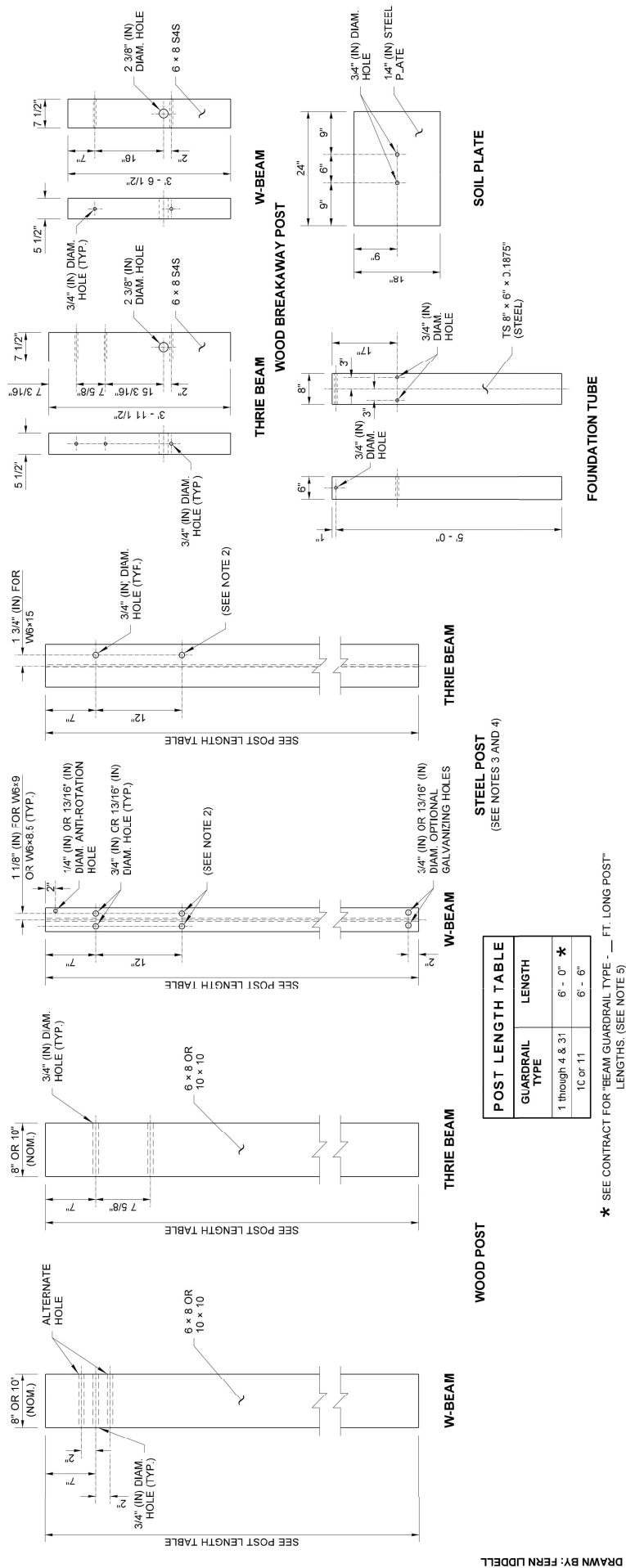
SHEET 1 OF 2 SHEETS

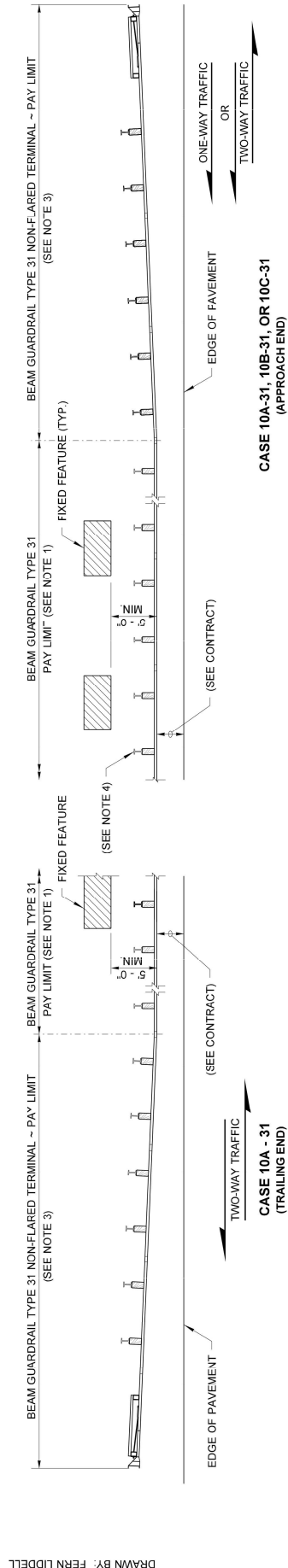
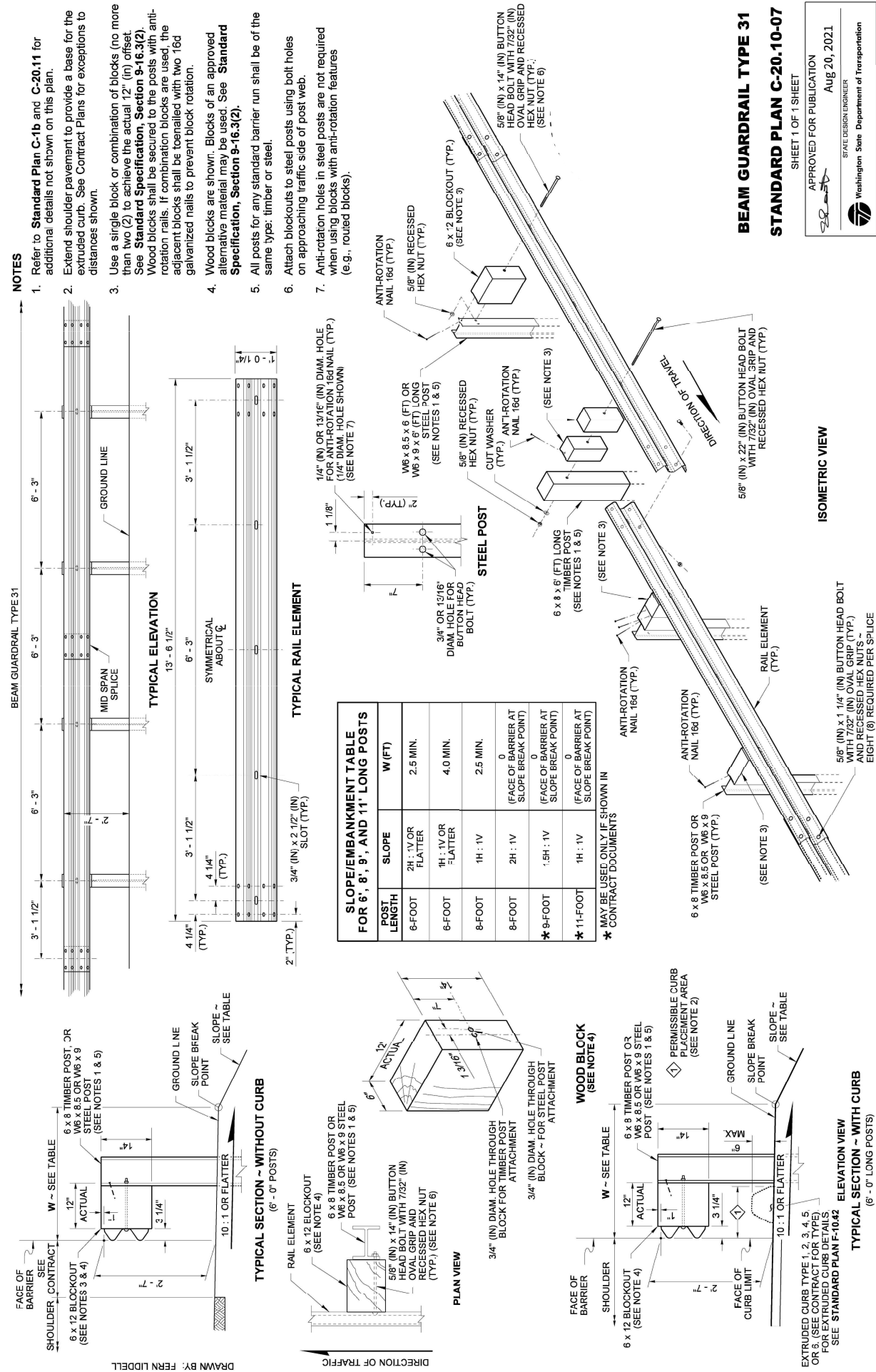
APPROVED FOR PUBLICATION

Date: 2020.09.09 09:58:10

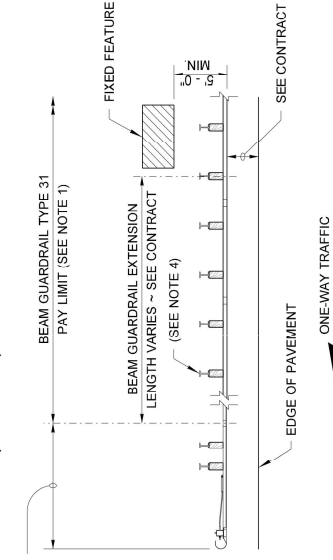
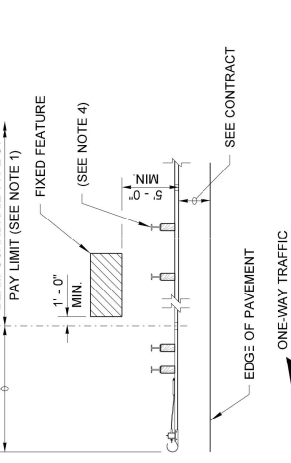
 STATE DESIGN ENGINEER

 Washington State Department of Transportation





BEAM GUARDRAIL ANCHOR
TYPE 10 ~ PAY LIMIT
(SEE NOTE 2)



**CASE 10C-31
(TRAILING END)**



**BEAM GUARDRAIL TYPE 31
PLACEMENT (CASES 10A-31,
10B-31 & 10C-31)**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Rock, Steve
Aug 12 2019 11:09 AM
STATE DESIGN ENGINEER
Washington State Department of Transportation

NOTES

1. For details see **Standard Plan C-20.10**.
2. For details, see **Standard Plan C-23.60**.
3. For details, see **Standard Plan C-22.40** or **C-22.45**.
4. Timber or steel post. Steel post shown.

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
**CHRISSELLA ROAD EAST SAFETY
IMPROVEMENTS**
**BEAM GUARDRAIL TYPE 31 AND
PLACEMENT**

SHEET: **24 (RD-5)**
OF: **32**

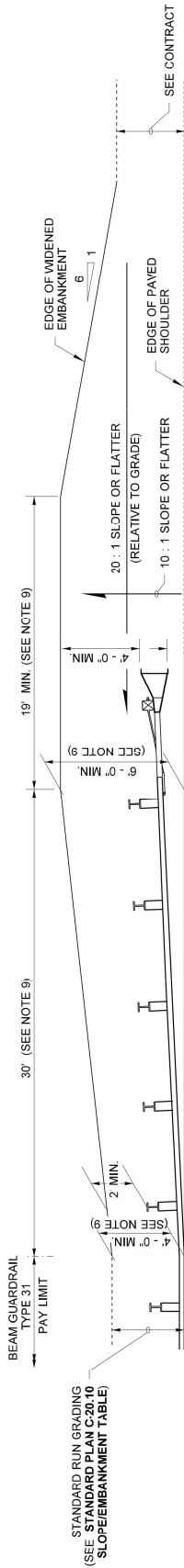
JOB NO.: 21621
DWG: RD&CH_SD

7125123

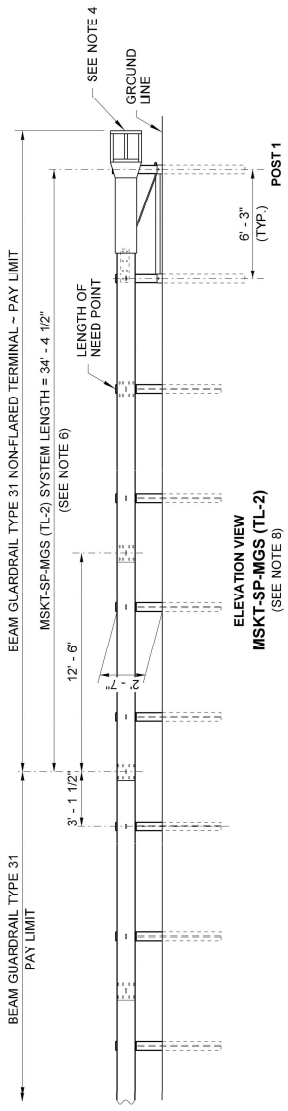
DATE:	JULY 2023
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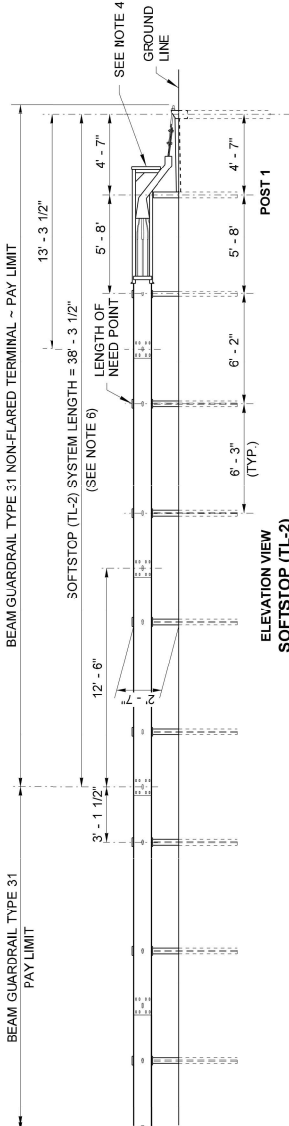
Gray & Osborne, Inc.
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1130 FARMER AVENUE SOUTH, SUITE 300
SEATTLE, WASHINGTON 98144 • (206) 284-0660



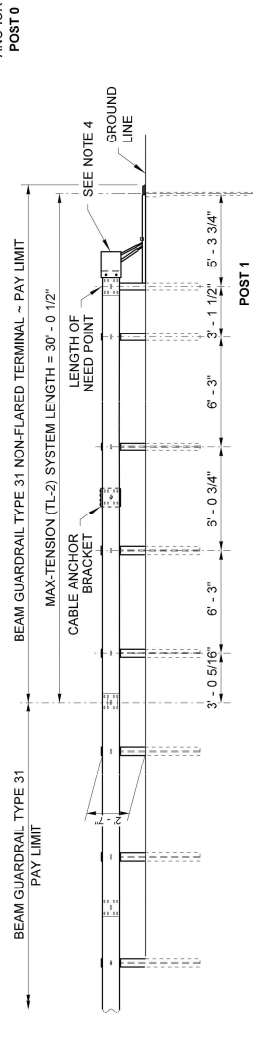
PLAN VIEW
(MSKT-SP-MGS (TL-2) SHOWN)



ELEVATION VIEW
MSKT-SP-MGS (TL-2)
(SEE NOTE 8)



ELEVATION VIEW
SOFTSTOP (TL-2)
(SEE NOTE 8)



ELEVATION VIEW
MAX-TENSION (TL-2)
(SEE NOTE 8)

**BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL
(POSTED SPEED
45 MPH AND BELOW)
STANDARD PLAN C-22.45-05**

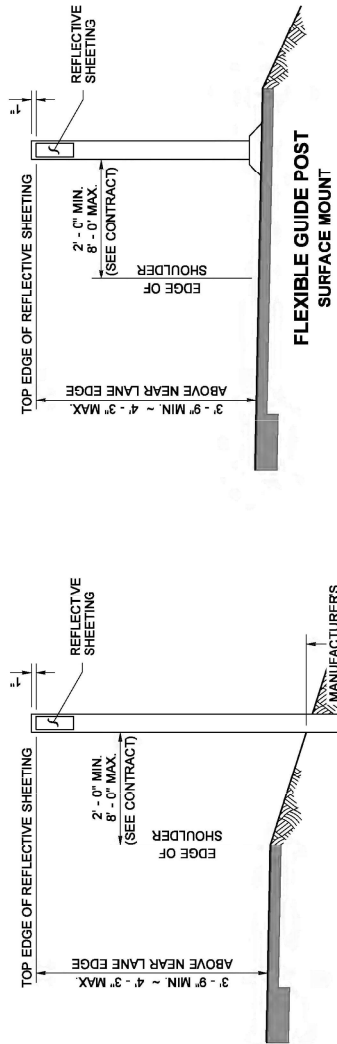
SHEET 1 OF 1 SHEET



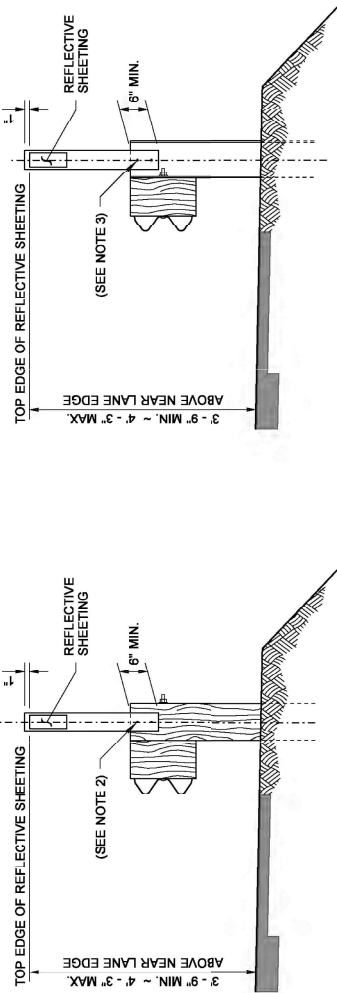
NOTES

- The Implementation of the Manual for Assessment of Safety Hardware (MASH) criteria may result in the acceptance of guardrail terminal systems currently not shown on this plan. Non-Flared terminals shall be selected from the WSDOT Qualified Products List (QPL) or approved through the WSDOT Request for Approval of Materials (RAM) process.
- This terminal is MASH compliant at Test Level Two (TL-2) and may be used in applications with posted speed of 45 mph or less.
- An MSKT-SP-MGS (TL-2) as manufactured by Road Systems, Inc., SOFTSTOP (TL-2) as manufactured by Trinity Highway Products, LLC, or MAX-TENSION (TL-2) as manufactured by Lindsay Transportation Solutions, shall be installed according to manufacturer's recommendations.
- A reflectorized object marker shall be installed according to manufacturer's recommendations.
- Snow load rail washers shall not be installed within the terminal limits.
- Provide an offset between 0 to 1 foot so that the impact head does not encroach onto the paved shoulder. The offset is provided over the length of the terminal system from the center of the last post splice to either:
(1) The face of the impact head at its leading edge (MSKT-SP-MGS), or
(2) The center of anchor **Post 0** (Softstop or Max-Tension). Provide the maximum offset where practicable.
- For terminal details, see WSDOT approved manufacturer's drawings.
- These terminals are supplied with steel posts only.
They can be used with beam guardrail Type 31 runs, composed of steel or wood guardrail posts.
- The widened embankment dimensions shown on this plan will satisfy the installation requirements of all 3 guardrail terminal systems shown on this plan.

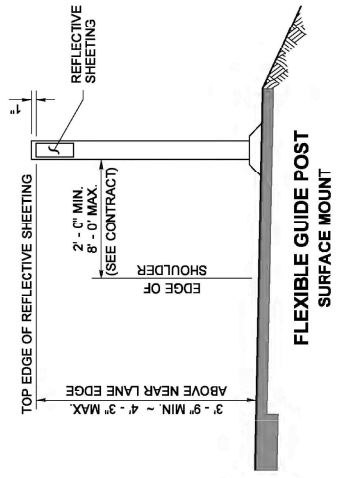
DRAWN BY: LISA CYFORD



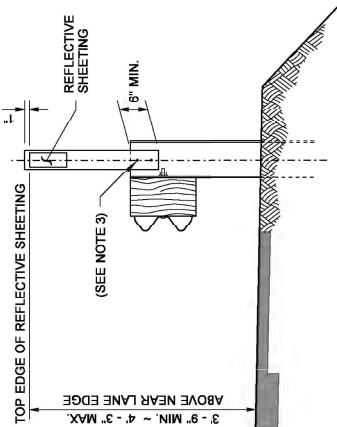
**FLEXIBLE GUIDE POST
GROUND MOUNT**



**FLEXIBLE GUIDE POST
GUARDRAIL MOUNT**
(USE FOR WOODEN GUARDRAIL POSTS)



**FLEXIBLE GUIDE POST
SURFACE MOUNT**



**FLEXIBLE GUIDE POST
GUARDRAIL MOUNT**
(USE FOR STEEL GUARDRAIL POSTS)

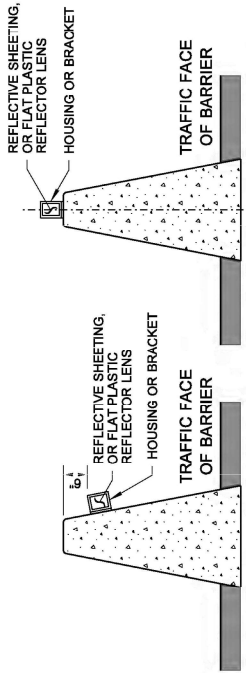
BARRIER DELINEATOR REQUIREMENTS

- Spacing of Barrier Delineators shall be as shown in the Plans.
- The housing or bracket can be flexible or rigid, molded from a durable plastic or other durable material approved by the Engineer, and shall be attached to the barrier with an adhesive recommended by the manufacturer. The attachment point on the barrier surface shall be free of dirt, curing compound, moisture, paint, or any other matter that would adversely affect the adhesive bond.
- Barrier Delineators shall be one-sided for single direction traffic, or two-sided for bi-directional traffic.
- Color shall be white on the right of traffic, and yellow on the left of traffic.
- The reflective surface shall be rectangular or trapezoidal.
- Reflective Sheetings: 12 square inches minimum surface area; Type III, IV, V, or VI, selected from approved materials listed in the Qualified Products List.
- Plastic Reflector: 9 square inches minimum surface area; acrylic or polycarbonate conforming to AASHTO M 290. Reflectors shall equal or exceed the following minimum values of Specific Intensity:

OBSERVATION ANGLE	ENTRANCE ANGLE	SPECIFIC INTENSITY (cd/r-c)		
		WHITE	YELLOW	
0.1°	0°	126	76	
0.1°	20°	50	30	



**GUIDE POSTS AND
BARRIER DELINEATORS
STANDARD PLAN M-40.10-03**



(CONCRETE BARRIER TYPES AND LOCATIONS VARY, SINGLE SLOPE IN MEDIAN SHOWN)

GUIDE POST TYPE DEFINITIONS ~ REFLECTIVE SHEETING APPLICATIONS				
TYPE W	TYPE WW	TYPE Y	TYPE YY	
FACING TRAFFIC 3" 8"	FACING TRAFFIC 3" 8"	FACING TRAFFIC 3" 8"	FACING TRAFFIC 3" 8"	BACK SIDE 3" 8"
WHITE	WHITE	YELLOW	YELLOW	YELLOW

NOTES

- When the Contract Plans requires a guide post with concurrent guardrail runs, the Contractor shall either:
A. Drive the flexible guide post in line with the guardrail posts, or
B. Mount the shorter flexible guide post onto the guardrail post.
- Guide posts shall be fastened to the wooden guardrail post using two 2" (in) x 3/8" (in) lag screws with washers, along centerline of post. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- Guide posts shall be fastened to the steel guardrail posts using two galvanized 2" (in) x 3/8" (in) bolts with a washer on both sides, a lock washer, and nut. The nut shall be tightened to properly compress the lock washer. The drilled holes in the guardrail post web shall be painted with galvanizing repair paint as described in **Standard Specification Section 8-11.3(1)B**. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- When concrete barrier runs concurrent, the Contractor shall mount Barrier Delineators where guide posts are required.

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY
IMPROVEMENTS
BEAM GUARDRAIL TYPE 31 NON-FLARED
TERMINAL

SHEET: 25 (RD-6)

OF: 32

JOB NO.: 21621
DWGRD&CH1_SD



7/25/23

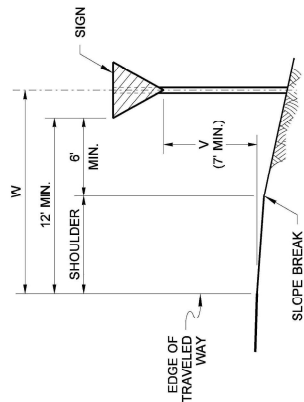
DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

No.	REVISION	DATE	APPD

DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

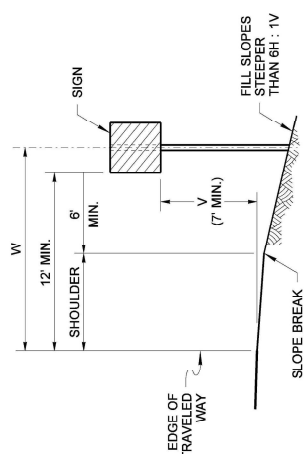
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CONSULTING ENGINEERS
1100 RAINIER AVENUE SOUTH, SUITE 500
SEATTLE, WASHINGTON 98144 • (206) 254-0660

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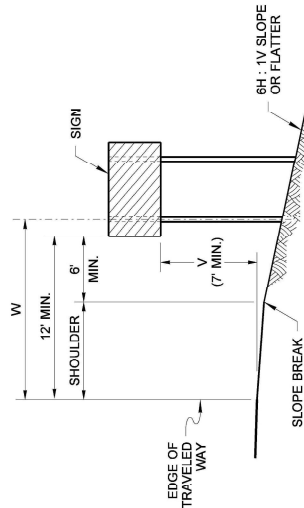


SIGN INSTALLATION
IN FILL SECTION

DRAWN BY: FERN LIDDELL

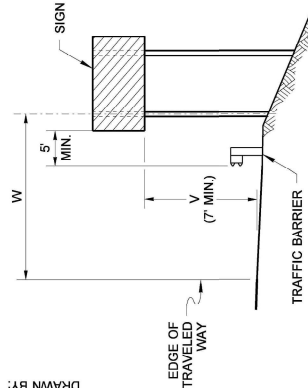


SIGN INSTALLATION
ON STEEP FILL SLOPES

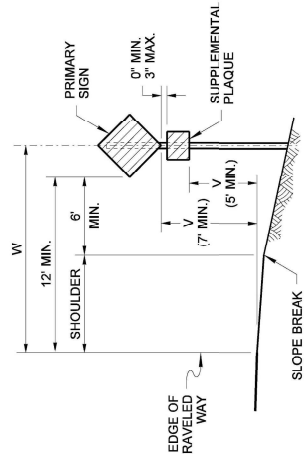


MULTIPLE SIGN POST INSTALLATION
IN FILL SECTION

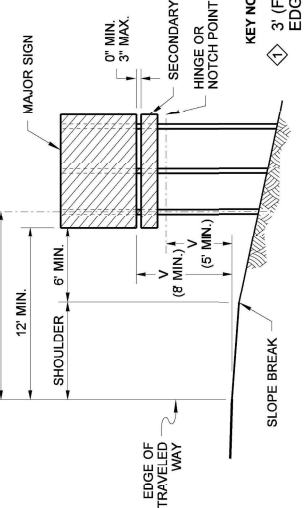
- NOTES**
1. Refer to the Sign Specification Sheet of the Contract for the "V" and "W" distances.
 2. The minimum vertical distance from the bottom of the sign to the ground shall not be less than 7' (ft) for signs located within the Design Clear Zone.



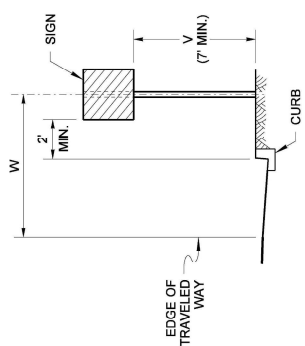
SIGN INSTALLATION
BEHIND TRAFFIC BARRIER



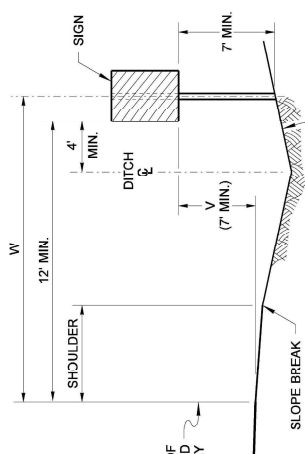
SIGN WITH SUPPLEMENTAL
PLAQUE INSTALLATION
IN FILL SECTION



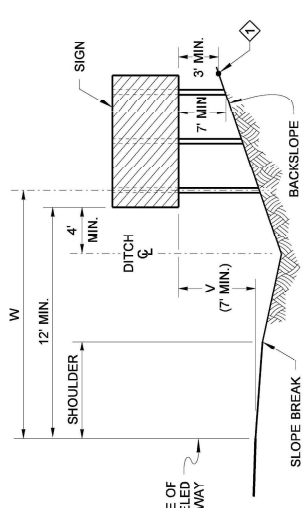
GUIDE OR DIRECTIONAL SIGN WITH
SECONDARY SIGN INSTALLATION ON
EXPRESSWAYS AND FREEWAYS



SIGN INSTALLATION
IN CURB SECTION



SIGN INSTALLATION
IN DITCH SECTION



MULTIPLE SIGN POST INSTALLATION
IN DITCH SECTION

**GROUND MOUNTED
SIGN PLACEMENT**

STANDARD PLAN G-20.10-03

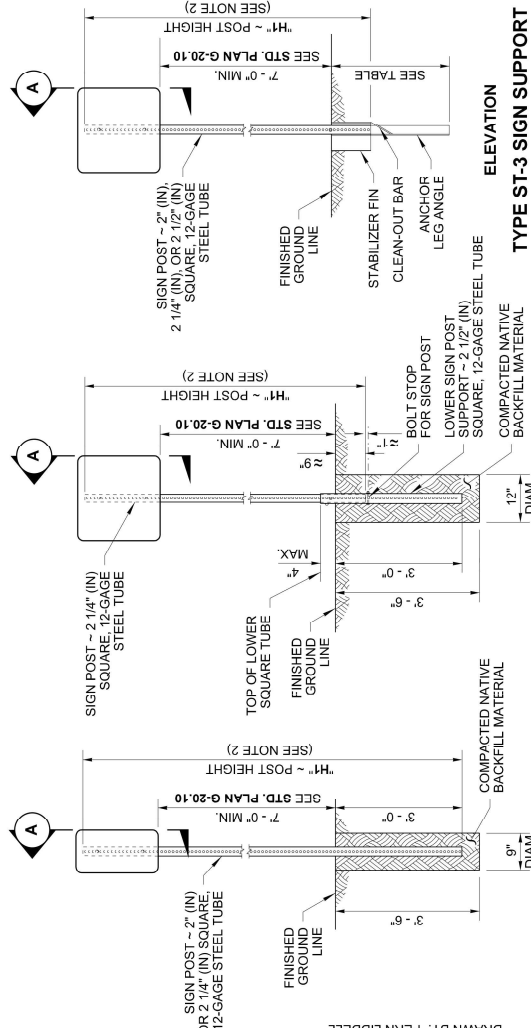
SHEET 1 OF 1 SHEET

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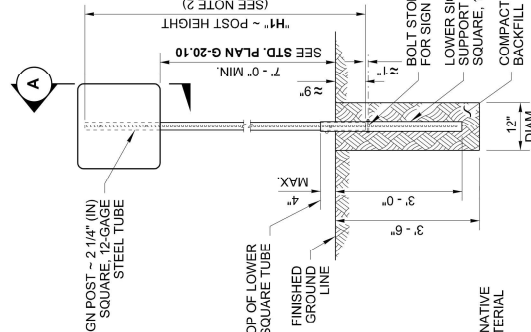
Aug 20, 2021

STATE DESIGN ENGINEER

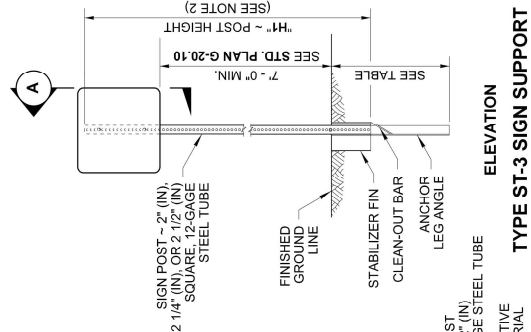
Washington State Department of Transportation



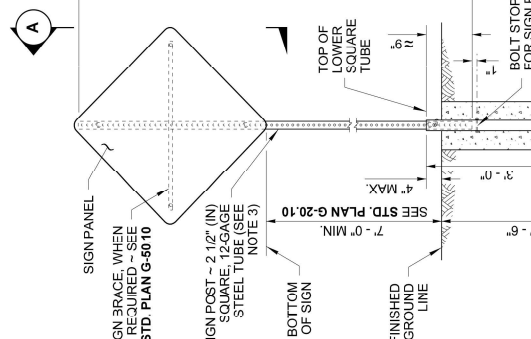
TYPE ST-1 SIGN SUPPORT



TYPE ST-2 SIGN SUPPORT

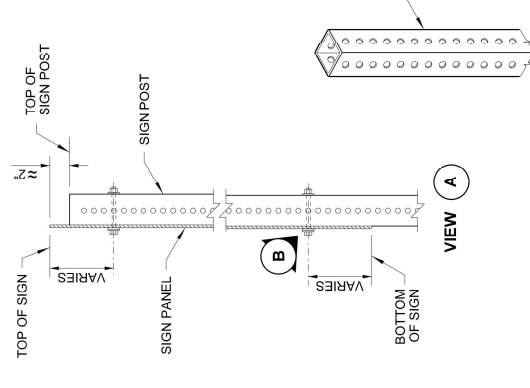


TYPE ST-3 SIGN SUPPORT

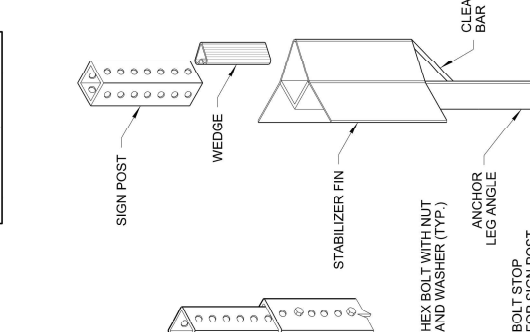


TYPE ST-4 SIGN SUPPORT

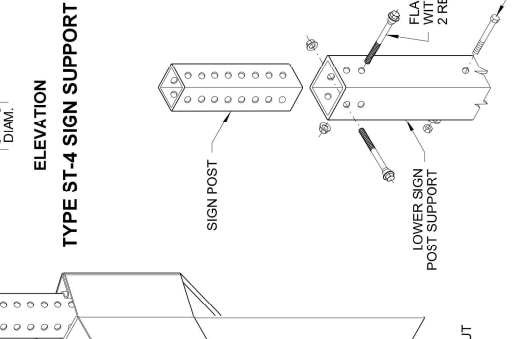
BURIED DEPTH	POST SIZE
3' - 0"	2" x 2 1/4"
2' - 6"	2" x 2 1/4"



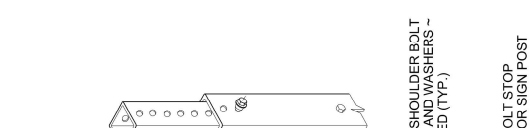
TYPE ST-1



TYPE ST-2



TYPE ST-3



TYPE ST-4

**STEEL SIGN SUPPORT
TYPES ST-1 - ST-4
INSTALLATION DETAILS
STANDARD PLAN G-24.50-05**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Aug 7, 2019 11:54 AM

STATE DESIGN ENGINEER

Washington State Department of Transportation

0 1" 2"

TWO INCHES AT FULL SCALE. IF
NOT, SCALE ACCORDINGLY

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY
IMPROVEMENTS
SIGNS AND SIGN SUPPORTS

SHEET: 26 (CH-1)
OF: 32
JOB NO.: 21621
DWGRD&CH_SD



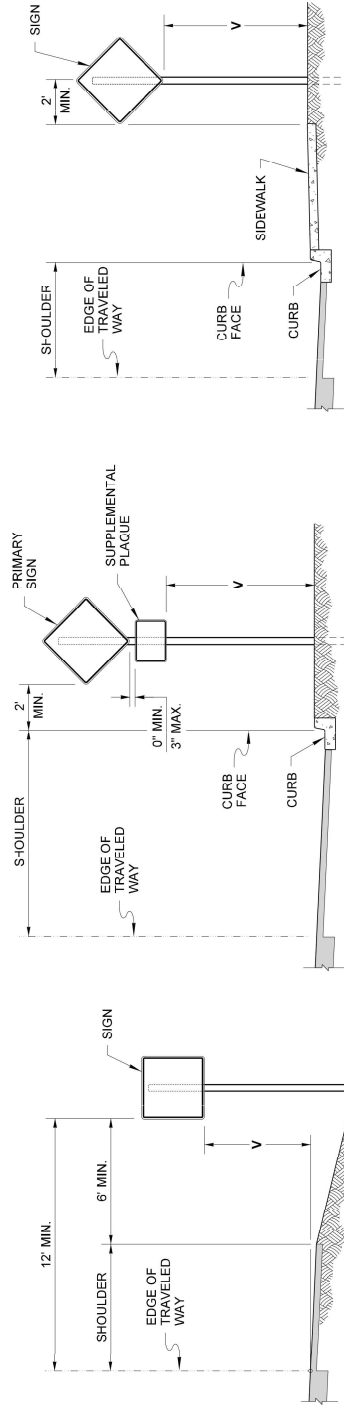
DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

No.	REVISION	DATE	APPD

Gray & Osborne, Inc.
CONSULTING ENGINEERS
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SEATTLE, WASHINGTON 98148 • (206) 254-0660

NOTES

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



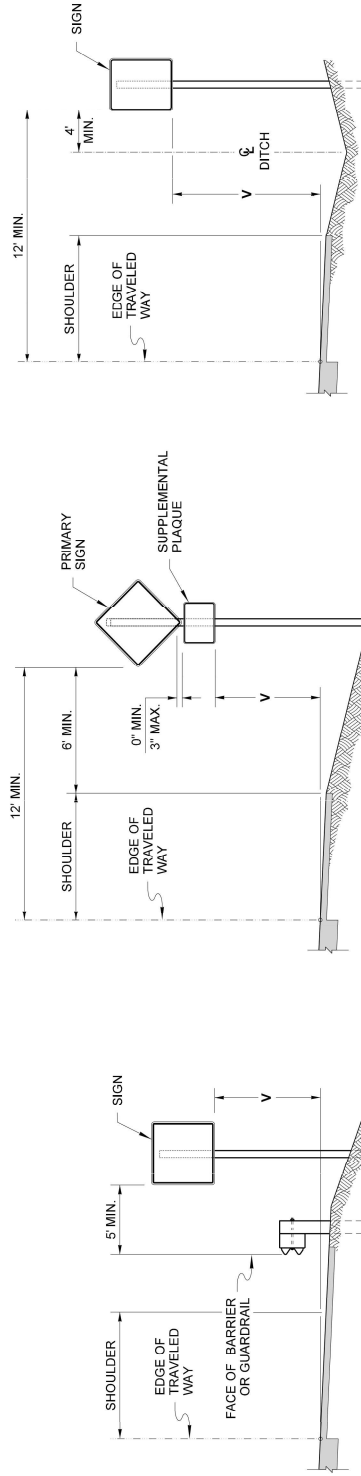
SIGN INSTALLATION
(FILL SECTION)

SIGN INSTALLATION
(CURB SECTION)

SIGN INSTALLATION
(SIDEWALK AND CURB SECTION)

HEIGHT V		
	TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)	TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)
RURAL	5' MINIMUM	4' MINIMUM
URBAN	7' MINIMUM	6' MINIMUM

DRAWN BY: FERN LIDDELL



SIGN INSTALLATION
(BEHIND TRAFFIC BARRIER)

SIGN WITH SUPPLEMENTAL
PLAQUE INSTALLATION
(FILL SECTION)

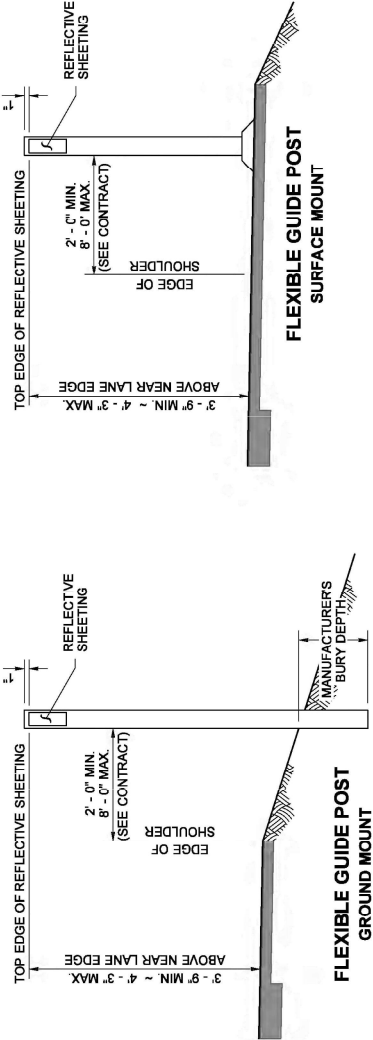
SIGN INSTALLATION
(DITCH SECTION)

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

SHEET 1 OF 1 SHEET



DRAWN BY: LISA CYFORD



FLEXIBLE GUIDE POST
GROUND MOUNT

FLEXIBLE GUIDE POST
SURFACE MOUNT

FLEXIBLE GUIDE POST
GUARDRAIL MOUNT
(USE FOR WOODEN GUARDRAIL POSTS)

FLEXIBLE GUIDE POST
GUARDRAIL MOUNT
(USE FOR STEEL GUARDRAIL POSTS)

BARRIER DELINEATOR REQUIREMENTS

- Spacing of Barrier Delineators shall be as shown in the Plans.
- The housing or bracket can be flexible or rigid, molded from a durable plastic or other durable material approved by the Engineer, and shall be attached to the barrier with an adhesive recommended by the manufacturer. The attachment point on the barrier surface shall be free of dirt, curing compound, moisture, paint, or any other matter that would adversely affect the adhesive bond.
- Barrier Delineators shall be one-sided for single direction traffic, or two-sided for bi-directional traffic.
- Color shall be white on the right of traffic, and yellow on the left of traffic.
- The reflective surface shall be rectangular or trapezoidal.
- Reflective Sheeting: 12 square inches minimum surface area, Type III, IV, V, or VI, selected from approved materials listed in the Qualified Products List.
- Plastic Reflector: 9 square inches minimum surface area; acrylic or polycarbonate conforming to AASHTO M 290. Reflectors shall equal or exceed the following minimum values of Specific Intensity.

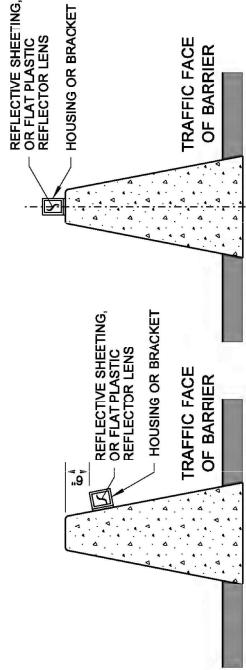
OBSERVATION ANGLE	ENTRANCE ANGLE	SPECIFIC INTENSITY (cd/ft-c)
0.1°	0°	126
0.1°	20°	50
		75
		30



NOTES

- When the Contract Plans requires a guide post with concurrent guardrail runs, the Contractor shall either:
 - Drive the flexible guide post in line with the guardrail posts, or
 - Mount the shorter flexible guide post onto the guardrail post.
- Guide posts shall be fastened to the wooden guardrail post using two 2" (in) x 3/8" (in) lag screws with washers, along centerline of post. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- Guide posts shall be fastened to the steel guardrail posts using two galvanized 2" (in) x 3/8" (in) bolts with a washer on both sides, a lock washer, and nut. The nut shall be tightened to properly compress the lock washer. The drilled holes in the guardrail post web shall be painted with galvanizing repair paint as described in **Standard Specification Section 8-11.3(1)B**. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- When concrete barrier runs concurrent, the Contractor shall mount Barrier Delineators where guide posts are required.

GUIDE POST TYPE DEFINITIONS ~ REFLECTIVE SHEETING APPLICATIONS				
TYPE W	TYPE WW	TYPE Y	TYPE YY	
FACING TRAFFIC 3" 8"	FACING TRAFFIC 3" 8" BACK SIDE 3" 8" WHITE WHITE	FACING TRAFFIC 3" 8" YELLOW YELLOW	FACING TRAFFIC 3" 8" YELLOW YELLOW	BACK SIDE 3" 8" YELLOW YELLOW



SIDE MOUNT
PER CONTRACT

TOP MOUNT
PER CONTRACT

BARRIER DELINEATORS

(CONCRETE BARRIER TYPES AND LOCATIONS VARY, SINGLE SLOPE IN MEDIAN SHOWN)

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY
IMPROVEMENTS
CLASS A CONSTRUCTION SIGNING
INSTALLATION

SHEET: 27 (CH-2)
OF: 32
JOB NO.: 21621
DWGRD&CH_SD

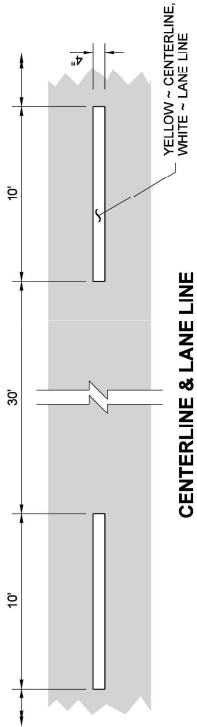


7/25/23

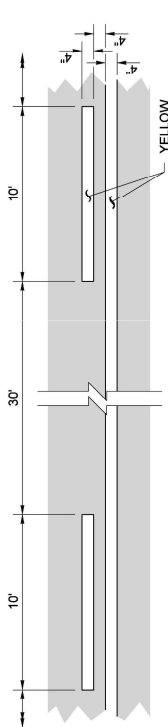
DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

No.	REVISION	DATE	APPD

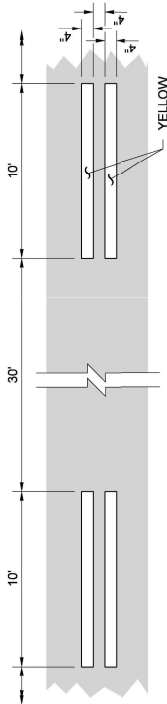
Gray & Osborne, Inc.
CONSULTING ENGINEERS
1100 PARKER AVENUE SOUTH, SUITE 500
SEATTLE, WASHINGTON 98144 • (206) 254-6060



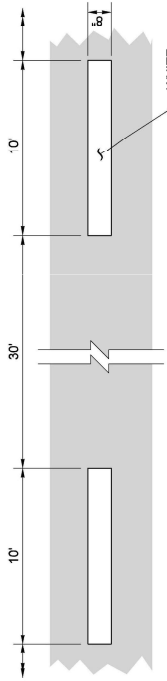
CENTERLINE & LANE LINE



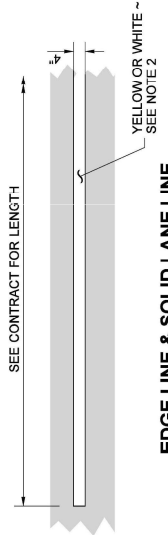
NO-PASS LINE & TWO-WAY LEFT-TURN CENTERLINE



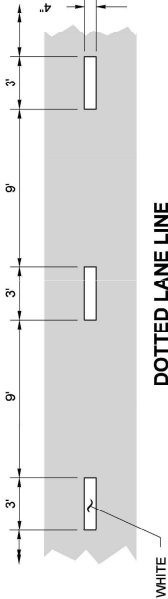
REVERSIBLE LANE LINE



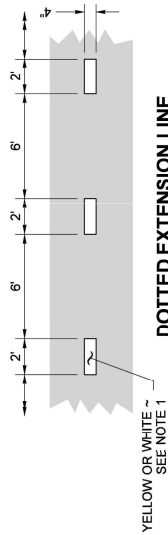
WIDE BROKEN LANE LINE



EDGE LINE & SOLID LANE LINE

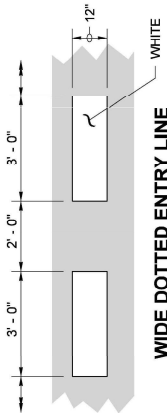


DOTTED LANE LINE

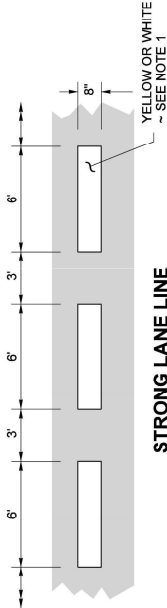


DOTTED EXTENSION LINE

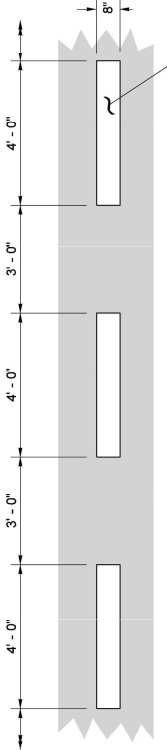
Roundabout Specific Lines



WIDE DOTTED ENTRY LINE



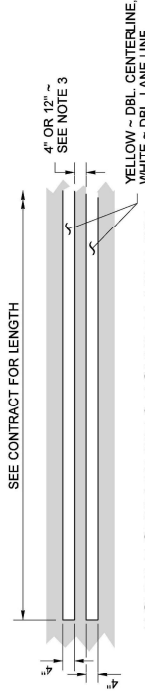
STRONG LANE LINE



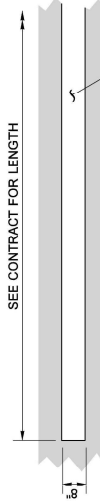
WIDE DOTTED CIRCULATING LANE LINE



- NOTES**
1. Dotted Extension Line shall be the same color as the line it is extending.
 2. Edge Line shall be white on the right edge of traveled way, and yellow on the left edge of traveled way (on one-way roadways). Solid Lane Line shall be white.
 3. The distance between the lines of the Double Centerline shall be 12" everywhere, except 4" for left-turn channelization and narrow roadways with lane widths of 10 feet or less. Local Agencies (on non-state routes) may specify a 4" distance for all locations.
- The distance between the lines of the Double Lane Line shall be 4".

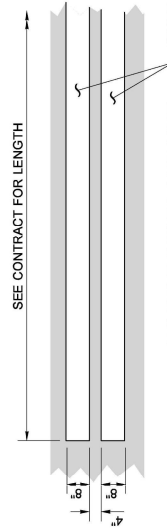


DOUBLE CENTERLINE & DOUBLE LANE LINE

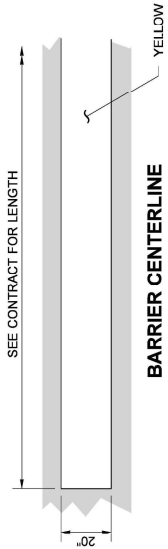


WIDE EDGE LINE & WIDE SOLID LANE LINE

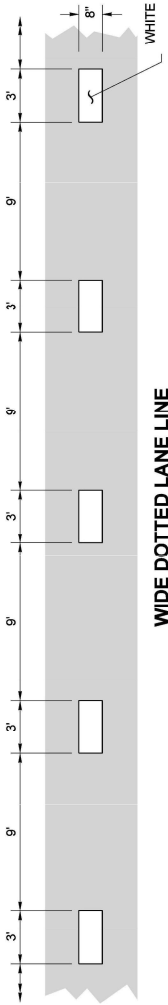
OPTION TO USE AS CIRCULARITY ON ROUNDABOUT APPLICATIONS



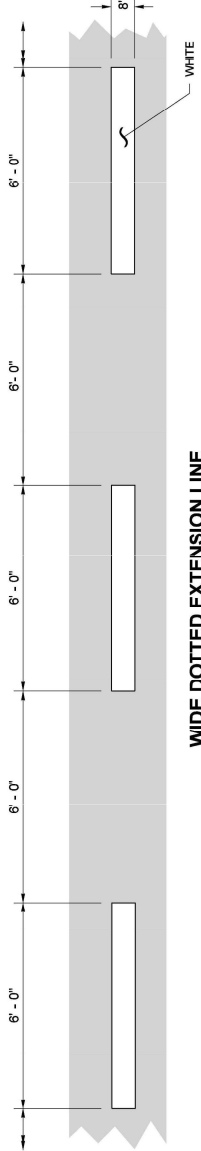
DOUBLE WIDE LANE LINE



BARRIER CENTERLINE



WIDE DOTTED LANE LINE



WIDE DOTTED EXTENSION LINE

LONGITUDINAL MARKING PATTERNS
STANDARD PLAN M-20.10-03

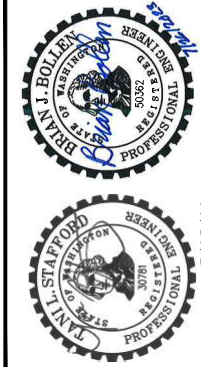
SHEET 1 OF 2 SHEETS
APPROVED FOR PUBLICATION
Date: 2020.09.25 14:58:51
STATE DESIGN ENGINEER
Washington State Department of Transportation

LONGITUDINAL MARKING PATTERNS
STANDARD PLAN M-20.10-03

SHEET 2 OF 2 SHEETS
APPROVED FOR PUBLICATION
Date: 2020.09.25 14:59:30 -0700
STATE DESIGN ENGINEER
Washington State Department of Transportation

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY IMPROVEMENTS
LONGITUDINAL MARKING PATTERNS

SHEET: 28 (CH-3)
OF: 32
JOB NO.: 21621
DWGRD&CH_SD

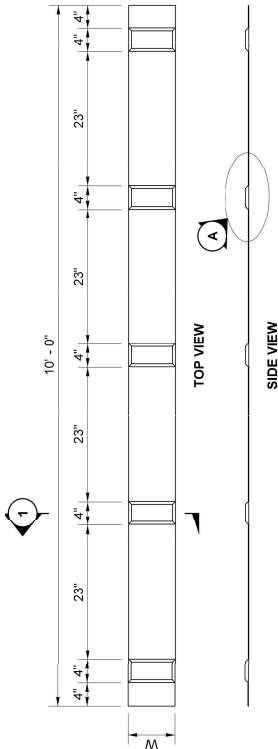


DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

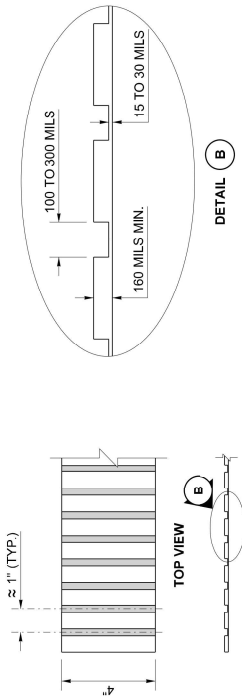
No.	REVISION	DATE	APPD

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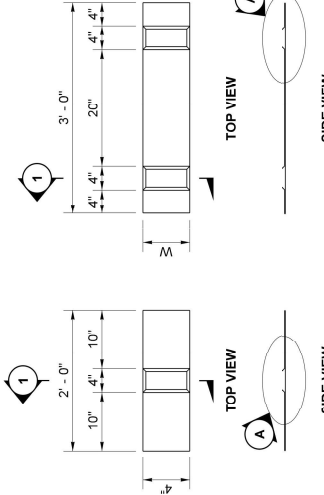
GENERAL NOTE
See **Standard Plan M-20.10** for pattern and color requirements.



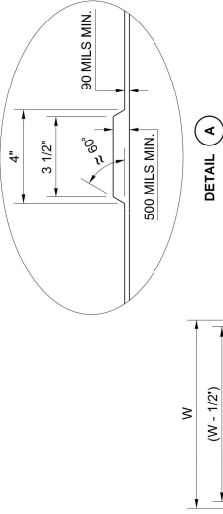
PROFILED PLASTIC
(BROKEN LINE)
FOR: CENTERLINE & LANE LINE - W = 4"
NO-PASS LINE & TWO-WAY LEFT-TURN CENTERLINE - W = 4"
REVERSIBLE LANE LINE - W = 4"
WIDE BROKEN LANE LINE - W = 8"



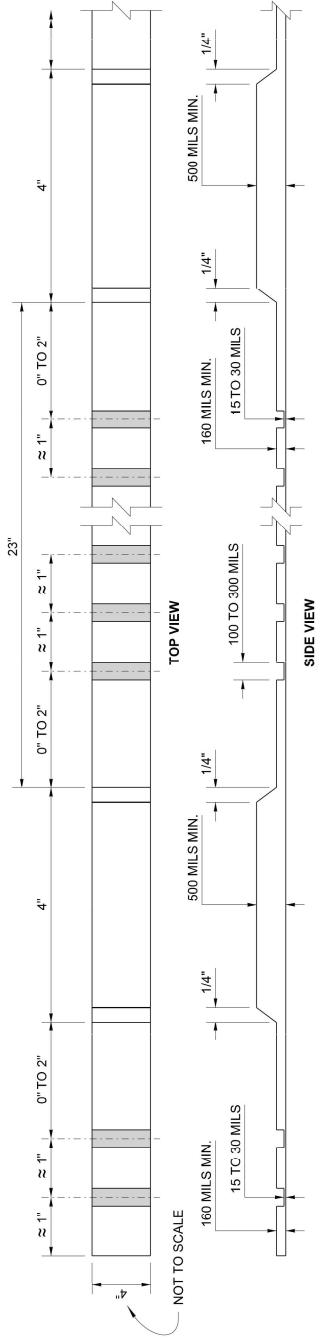
EMBOSSSED PLASTIC
(SOLID OR BROKEN LINE)
FOR: CENTERLINE & LANE LINE
NO-PASS LINE & TWO-WAY LEFT-TURN CENTERLINE
REVERSIBLE LANE LINE
DOUBLE CENTERLINE & DOUBLE LANE LINE
EDGE LINE & SOLID LANE LINE



PROFILED PLASTIC
(SOLID LINE)
FOR: NO-PASS LINE - W = 4"
TWO-WAY LEFT-TURN CENTERLINE - W = 4"
DOUBLE CENTERLINE & DOUBLE LANE LINE - W = 4"
EDGE LINE & SOLID LANE LINE - W = 4"
WIDE LANE LINE & WIDE LINE - W = 8"
DOUBLE WIDE LANE LINE - W = 8"
BARRIER CENTERLINE - W = 20"



PROFILED PLASTIC
(BROKEN LINE)
FOR: DOTTED EXTENSION LINE
DOTTED LANE LINE - W = 4"
WIDE DOTTED LANE LINE - W = 8"



PROFILED EMBOSSSED PLASTIC
(SOLID OR BROKEN LINE)

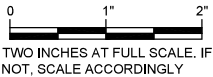
FOR: CENTERLINE & LANE LINE
NO-PASS LINE
TWO-WAY LEFT-TURN CENTERLINE

FOR: REVERSIBLE LANE LINE
DOUBLE CENTERLINE & DOUBLE LANE LINE
EDGE LINE & SOLID LANE LINE

DRAWN BY: COLBY FLETCHER

**PROFILED AND EMBOSSSED
PLASTIC LINES**
STANDARD PLAN M-20.20-02

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
Anna Byrd
STATE DESIGN ENGINEER
Apr 20 2013 10:07 AM
Washington State Department of Transportation



CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY
IMPROVEMENTS
PROFILED AND EMBOSSSED PLASTIC
LINES

SHEET: 29 (CH-4)
OF: 32
JOB NO.: 21621
DWGRD&CH_SD



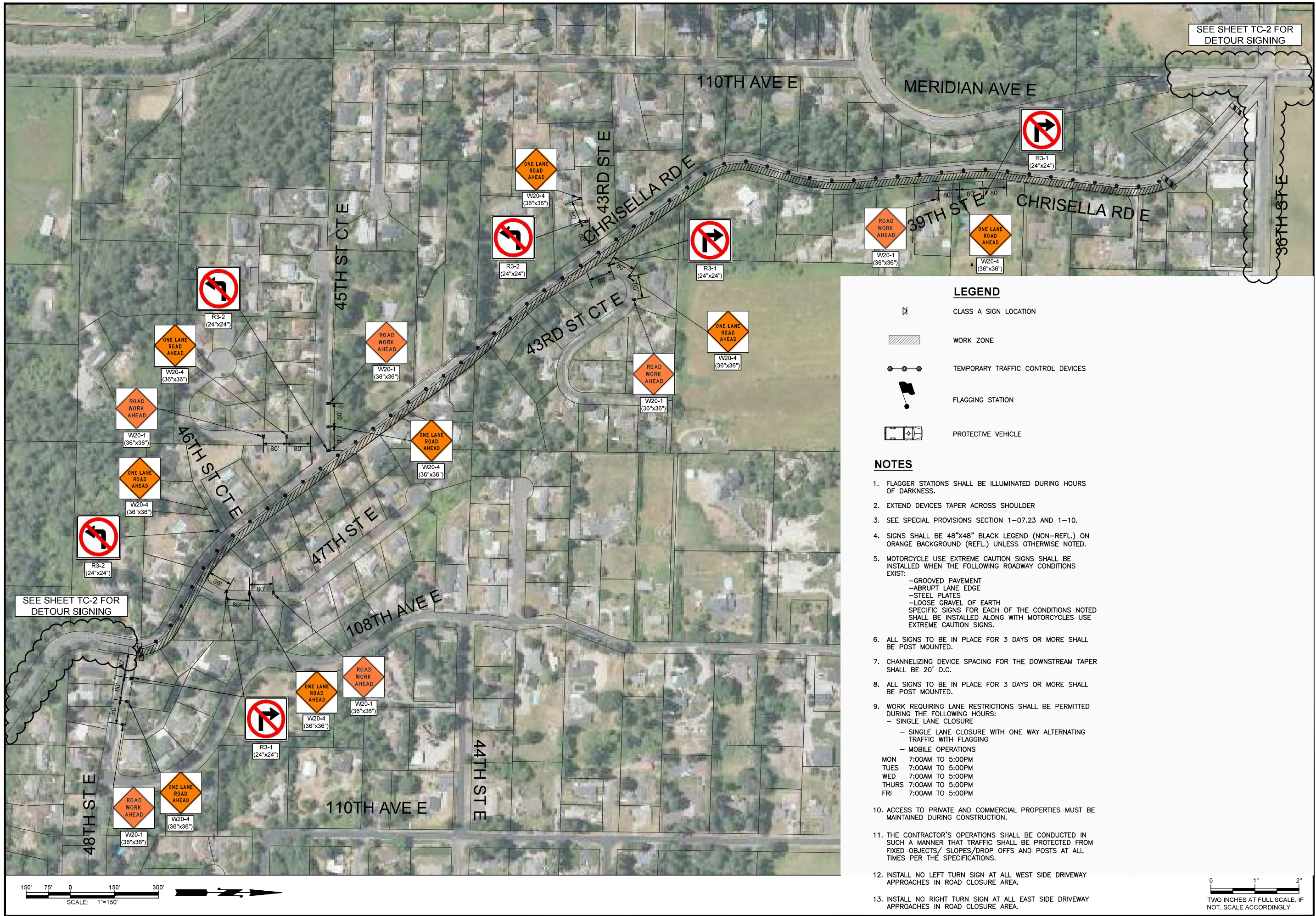
7/25/23

DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

No.	REVISION	DATE	APPD

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I:\EDGEWOOD\21621 chrisella rd e safety\01 design phase\PLANSET\TRAFFIC CONTROL.dwg, 7/24/2023 3:25 PM, MARK NAGEL



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SEATTLE, WASHINGTON 98144 • (206) 254-0660

DATE: JULY 2023	DRAWN: BPH	CHECKED: RAB	APPROVED: TLS
			DATE: APPD
			REVISION
			No.

7/25/23

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY IMPROVEMENTS
TRAFFIC CONTROL PLAN

SHEET **30 (TC-1)**
OF: **32**
JOB NO.: 21621
DWG: TRAFFIC CONTROL

I:\EDGEWOOD\21621 chrisella rd e safety\01 design phase\PLANSET\TC-DETOUR.dwg, 7/24/2023 3:26 PM, MARK NAGEL



SIGN SPACING (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS & URBAN ARTERIALS	25 / 30 MPH	200' ± (2)
RESIDENTIAL & BUSINESS DISTRICTS		
URBAN STREETS	25 MPH OR LESS	100' ± (2)
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.		

PCMS MESSAGE 7 DAYS PRECEDING CLOSURE	
CHRISELLA ROAD E CLOSED AHEAD	[DATE] TO [DATE]
2.0 SEC	2.0 SEC

PCMS MESSAGE DURING CLOSURE	
CHRISELLA ROAD E CLOSED AHEAD	USE ALT ROUTE
2.0 SEC	2.0 SEC

LEGEND:

- △ SIGN LOCATION
- ▣ CHANNELIZATION DEVICE(S)
- ▨ TYPE 3 BARRICADE(S)
- TRAFFIC FLOW
- ▨ WORK AREA
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN

NOTES:

- SEE SHEET 26 (TC-1) FOR GENERAL TRAFFIC CONTROL NOTES.
- INSTALL ONE TYPE A LOW-INTENSITY FLASHING WARNING LIGHT (PER MUTCD) ON THE TRAFFIC SIDE OF THE BARRICADE. INSTALL TWO PER BARRICADE WHEN THE BARRICADES ARE USED TO CLOSE A ROADWAY.
- TYPE C STEADY BURNING WARNING LIGHTS (PER MUTCD) SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT.
- DISTANCES MAY VARY AS APPROVED BY THE ENGINEER.
- FLAGGERS REQUIRED TO CONTROL TRAFFIC WHENEVER THE CONTRACTOR MUST INTERRUPT TRAFFIC FLOW TO ACCESS THE WORK SITE WITH MATERIALS OR EQUIPMENT.



M4-9
(30"x24")
(LEFT)



M4-9
(30"x24")
(RIGHT)



W20-3
(30"x30")



G20-2A
(36"x18")



R11-4
(60"x30")





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DATE: JULY 2023	DRAWN: RAH	CHECKED: BLS	APPROVED: TLS
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DATE	APPD
REVISION	No.



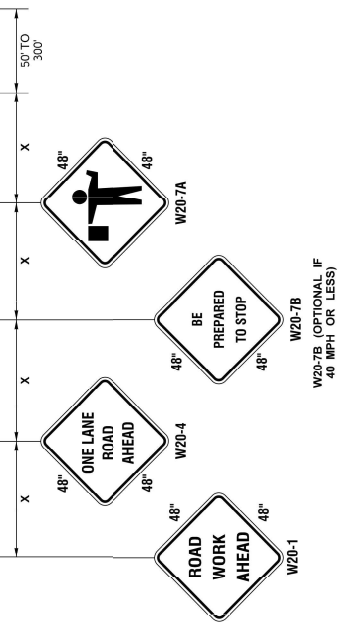
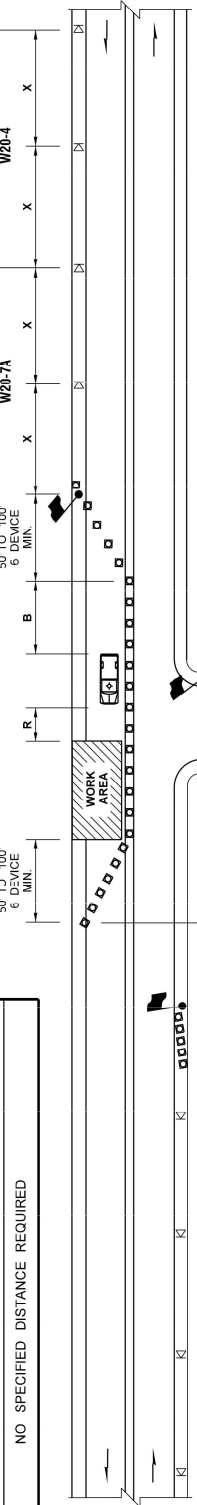
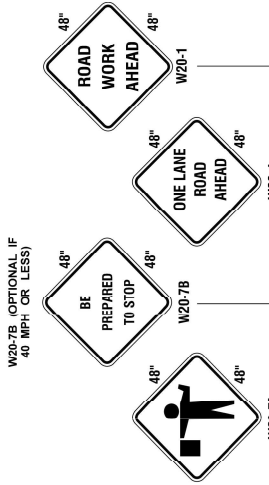
7/25/23

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS
TRAFFIC CONTROL DETOUR PLAN

SHEET 31 (TC-2)
OF: 32
JOB NO.: 21621
DWG: TC-DETOUR

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

SIGN SPACING = X (1)			
RURAL HIGHWAYS	60 / 65 MPH	800' ±	
RURAL ROADS	45 / 55 MPH	500' ±	
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±	
RURAL ROADS URBAN ARTERIALS	25 / 30 MPH	200' ± (2)	
RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR LESS	100' ± (2)	
URBAN STREETS	25 MPH OR LESS	100' ± (2)	
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS			
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS			



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

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



- LEGEND
- FLAGGING STATION
 - TEMPORARY SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE

ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE

FILE NAME	S:\Design & Pkgs\Standard\2-Plan Sheet Library\01-Published PS\TC\Work Zone Traffic Control\TC-1.dgn	REGION	STATE	WASH.	FED.AID PROJ.NO.	DATE	BY
DATE	1/2/2018	PROJECT	STATE	WASH.	FED.AID PROJ.NO.	DATE	BY
DESIGNED BY	lindell	JOB NUMBER	CONTRACT NO.	LOCATION NO.	DATE	BY	
CHECKED BY		CONTRACT NO.	LOCATION NO.	DATE	BY		
PROJ. ENGR.		CONTRACT NO.	LOCATION NO.	DATE	BY		
REGIONAL ADM.		CONTRACT NO.	LOCATION NO.	DATE	BY		



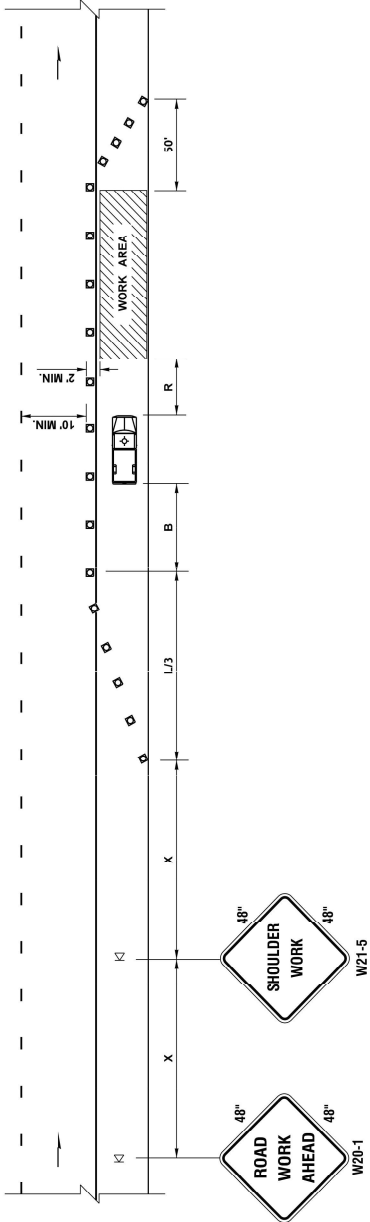
Washington State
Department of Transportation

SIGN SPACING = X (1)										
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±								
RURAL ROADS URBAN ARTERIALS	25 / 30 MPH	200' ± (2)								
RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR LESS	100' ± (2)								
URBAN STREETS	25 MPH OR LESS	100' ± (2)								
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.										
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS										

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)										
8'	25	30	35	40	45	50	55	60	65	70
10'	40	40	60	60	90	-	-	-	-	-
10'	40	50	90	90	-	-	-	-	-	-
USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'										

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

CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
35/40	30	60
25/30	20	40



- LEGEND
- TEMPORARY SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE

SHOULDER CLOSURE - LOW SPEED (40 MPH OR LESS)

NOTES

1. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
2. ALL SIGNS ARE BLACK ON ORANGE.

NOT TO SCALE

FILE NAME	S:\Design & Pkgs\Standard\2-Plan Sheet Library\01-Published PS\TC\Work Zone Traffic Control\TC-5.dgn	REGION	STATE	WASH.	FED.AID PROJ.NO.	DATE	BY
DATE	2/25/21 PM	PROJECT	STATE	WASH.	FED.AID PROJ.NO.	DATE	BY
DESIGNED BY	lindell	JOB NUMBER	CONTRACT NO.	LOCATION NO.	DATE	BY	
CHECKED BY		CONTRACT NO.	LOCATION NO.	DATE	BY		
PROJ. ENGR.		CONTRACT NO.	LOCATION NO.	DATE	BY		
REGIONAL ADM.		CONTRACT NO.	LOCATION NO.	DATE	BY		



Washington State
Department of Transportation

0 1" 2"
TWO INCHES AT FULL SCALE. IF NOT, SCALE ACCORDINGLY

CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
CHRISSELLA ROAD EAST SAFETY IMPROVEMENTS
TRAFFIC CONTROL DETAILS



DATE: JULY 2023
DRAWN: RAH
CHECKED: BLS
APPROVED: TLS

No.	REVISION	DATE	APPD
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SHEET: 32 (TC-3)
OF: 32
JOB NO.: 21621
DWG: TC-DTL

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SEATTLE, WASHINGTON 98144 • (206) 254-0660



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0700 - Resolution 24-0700 Hearing Examiner Contract	Agenda Item #:
	For Agenda of: 1/9/2024
	Prepared by: Lauren Balisky
Attachments (list): 1. 2024-01-03 Resolution 24.0700 Hearing Examiner Contract FINAL 2. 2023-01-03 Personal Services Contract Hearing Examiner FINAL DRAFT	
Approval of Materials: Lauren Balisky Rachel Pitzel, City Clerk/HR Director 1/3/2024 Dave Gray 1/4/2024 Dave Olson 1/4/2024	Expenditure Required: None, unless an action requiring review by the Hearing Examiner is initiated. Some costs are recouped via permit fees.
	Amount Budgeted: 2024: \$5,000
	Timeline: 01/02/2024 SS 01/09/2024 RCM

Summary Statement:

The City of Edgewood uses a Hearing Examiner system for conducting quasi-judicial hearings on complex land use matters and regulatory compliance issues on behalf of the City. The Hearing Examiner may also hold appeal hearings for certain administrative decisions.

The City was notified that the current interim Hearing Examiner would no longer be providing services as of December 31, 2023. As a result, the City issued a Request for Proposals (RFP) in late October 2023. The City received two responsive submittals. Staff recommends entering into a Personal Services Agreement contract with Witherspoon Brajcich McPhee, PLLC, for Hearing Examiner services.

Services would be provided remotely by Attorney Brian McGinn, WSBA No. 24110. Before joining Witherspoon Brajcich McPhee, PLLC, Mr. McGinn previously served as the Hearing Examiner for the City of Spokane from February 2013 through December 2023, and as the Hearing Examiner Pro Tem for the City of Spokane Valley, City of Cheney, City of Chewelah, City of Airway Heights, City of Medical Lake, City of Liberty Lake, Spokane County, Town of Millwood, City of Newport, and Sound Transit.

No updates were requested at the January 2, 2024, Council Study Session. No other changes were made to the proposed contract.

Item History:

N/A

Recommended Action:

Motion to adopt **AB24-0700** - Resolution 24-0700 Hearing Examiner Contract authorizing the Mayor to enter into a professional services agreement with Witherspoon Brajcich McPhee, PLLC, for Hearing Examiner services as part of the consent agenda.

Alternatives:

1. Remove **AB24-0700** - Resolution 24-0700 Hearing Examiner Contract from the consent agenda and adopt with or without modifications.
2. No action (do not authorize the contract) and direct staff to repeat the RFP process.

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 24-0700

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WITHERSPOON BRAJCICH MCPHEE, PLLC FOR HEARING EXAMINER SERVICES

WHEREAS, Stephen R. Shelton, dba Judge Stephen R. Shelton Ret., has provided hearing examiner services to the City under an agreement signed by the City on May 10, 2023; and

WHEREAS, the City's hearing examiner has taken a new position and is unable to continue performing hearing examiner services for the City; and

WHEREAS, the City recently underwent a search for a new Hearing Examiner by advertising a request for proposals for individuals or firms that provide hearing examiner services; and

WHEREAS, Brian McGinn of Witherspoon Brajcich McPhee, PLLC has provided hearing examiner services to several jurisdictions, including City of Spokane, and meets the City's qualifications for the hearing examiner, and

WHEREAS, the City Council desires to enter into an agreement with Witherspoon Brajcich McPhee, PLLC for Mr. McGinn's services as the City's next Hearing Examiner.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Agreement Authorized. The Mayor is hereby authorized to enter into the Professional Services Agreement between the City and Witherspoon Brajcich McPhee, PLLC, in substantially the same form as attached to this Resolution and incorporated herein as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 9TH DAY OF JANUARY, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Professional Services Agreement between the
City of Edgewood and Witherspoon Brajcich McPhee, PLLC for hearing examiner services

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 202____, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)

2224 - 104th Avenue E.

Edgewood, Washington 98372

Contact: Mayor of Edgewood

Phone: 253-952-3299

Fax: 253-952-3537

and **Witherspoon Brajcich McPhee, PLLC**, a Professional Limited Liability Company organized under the laws of the State of Washington, doing business at:

Witherspoon Brajcich McPhee, PLLC (hereinafter the “CONSULTANT” or the “HEARING EXAMINER”)

601 W Main Avenue

Suite 1400

Spokane, WA 99201

Representative: Brian McGinn
6441

Phone: 509-455-9077

Fax: 509-624-

for personal services in connection with Hearing Examiner services.

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit “A.” The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. **Schedule of Work.** Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on January 1, 2024, (“Commencement Date”) and shall terminate on December 31, 2026, unless extended or terminated in writing as provided herein.

4. Compensation.

The City shall pay Consultant for time and materials as set forth in Exhibit A for the services described in this Agreement.

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

E. Consultant shall be responsible for all taxes due on payments made under this Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Edgewood business license prior to performing any services under this Agreement.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established

trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 17 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Proprietary and Confidential Information. Pursuant to the State of Washington's Public Records Act, RCW Chapter 42.56, all materials received or created by the City are considered public records and must be promptly disclosed by the City upon request unless the RCW or another Washington State statute specifically exempts records from disclosure. These records include but are not limited to proposal submittals, agreement documents, or contract work product.

Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Consultant shall fully indemnify and hold harmless City as set forth in Section 14.

The City will not assert an exemption from disclosure on Consultant's behalf. If Consultant believes that its records are exempt from disclosure, Consultant may seek an injunction under RCW 42.56.540. Consultant acknowledges that the City will have no obligation or liability to Consultant if the records are disclosed.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. No Conflict of Interest. The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

14. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance:

The Consultant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability

insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

2. Professional Liability insurance appropriate to the Consultant's profession.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 2. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- D. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- E. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- H. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant 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 City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

16. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

17. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

City of Edgewood
Attn: Mayor of Edgewood
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Fax: 253-952-3537
mayor@cityofedgewood.org

Witherspoon Brajich McPhee, PLLC

Attn: TBD
601 W Main Avenue, Suite 1400
Spokane, WA 99201

Phone: 509-455-9077
Fax: 509-624-6441
bmcginn@workwith.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

18. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Mayor

By: _____

Date: _____

Name: _____

Attest:

Title: _____

By: _____
Rachel Pitzel, CMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

EXHIBIT A: SCOPE OF WORK

- A. Hearing Examiner services will be provided solely by Consultant's Representative, Brian McGinn. Consultant may provide Hearing Examiner services utilizing alternate personnel on the same terms contained in this Agreement only if Consultant first obtains written agreement from the City.
- B. The City agrees to pay Consultant on a time and materials basis for services performed in accordance with the following hourly billing rates:

Hearing Examiner Services	\$250
Paralegal Support Services \$	\$150

The Services will be billed in 1/10th hour increments. Hourly rates include **all costs**. The City will not be invoiced separately for mileage, phone calls, copies and other direct costs incurred by Consultant when providing services.

- C. Hearings will be held using remote meeting technology unless the Hearing Examiner determines that, for good cause, it would be appropriate to hold an "in person" hearing.
- D. Hearing Examiner Services

The Hearing Examiner conducts quasi-judicial hearings on complex land use matters and regulatory compliance issues on behalf of the City, and other issues assigned to the Hearing Examiner by ordinance or resolution. The Hearing Examiner shall issue decisions and recommendations based on relevant ordinances, regulations, policies, statutes, and other authorities.

All duties shall be performed in a manner consistent with accepted practices for hearing examiner services, including interpreting, reviewing, and implementing the City's land use and development regulations and the pertinent and appropriate provisions of the Edgewood Municipal Code; conducting orderly and impartial hearings and hearing appeals; and preparing written decisions in a timely manner which are understandable and based upon reasoning and all applicable laws.

The Hearing Examiner shall:

- Perform the duties of the Hearing Examiner as set forth in [Edgewood Municipal Code \(EMC\) Chapter 2.40](#), as now in effect or as hereafter amended;
- Visit subject sites, as necessary, prior to public hearings;
- Examine hearing related documents and review case files, City codes and policies, environmental documents, plans and maps;
- Evaluate testimony and evidence, prepare records, enter final writing findings and impose conditions to conform projects to City ordinances and land use policies;
- Administer the public hearing process in a professional and impartial manner;
- Prepare sound and defensible decisions within the prescribed timelines;
- Issue and distribute decisions as required under City ordinances and rules;
- Coordinate with City Staff on ancillary functions including setting hearing dates, handling hearing exhibits, distributing decisions, etc.; and

- Maintain knowledge of current relevant state and City land use laws, policies and related state and federal court decisions, including but not limited to:
 - RCW 36.70A: Washington Growth Management Act (GMA);
 - RCW 36.70B: Washington Local Project Review Act (formerly the Regulatory Reform Act);
 - RCW 36.70C: Washington Land Use Petition Act;
 - RCW 43.21C: Washington State Environmental Policy Act (SEPA);
 - RCW 58.17: Washington Subdivision Act;
 - RCW 42.30: Washington Open Public Meetings Act
 - RCW 42.56: Washington Public Records Act
 - Washington building and construction codes, including ability to understand local amendments;
 - Other city codes, ordinances, resolutions, regulations and policies;
 - Other state and federal laws, including statutes, case law, and regulations.

E. City of Edgewood Services

The City shall:

- Set agendas in consultation with the Hearing Examiner;
- Provide public notice of hearings as required under City ordinances and rules;
- Prepare case files, records and staff reports describing and analyzing the application or issues to be heard by the Hearing Examiner; including a staff recommendation, as applicable;
- Provide a hearing room and facilities, including, but not limited to, recording and sound system, for in-person and/or hybrid hearings, when necessary;
- Provide a virtual meeting platform that allows for public participation to include recording, for remote or hybrid hearings;
- Provide decision copying and distribution services as required under City ordinances and rules; and
- Provide a current copy of all City land use plans, policies and ordinances and amendments thereto, passed during the term of this contract.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0698 - Resolution 24-0698 Commission and Board Liaisons	Agenda Item #:
	For Agenda of: 1/9/2024
	Prepared by: Rachel Pitzel
Attachments (list): - Resolution No. 24-0698, Council Liaisons - Exhibit A - 2024 Appt to External Boards - Exhibit B - 2024 Council Liaison to COE Commissions and Boards	
Approval of Materials: Rachel Pitzel Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson 1/3/2024 1/3/2024 1/4/2024	Expenditure Required:
	Amount Budgeted:
	Timeline: 01/02/2024 – Study Session discussion item 01/09/2024 - Regular Council Meeting Action Item

Summary Statement:

There are several opportunities for Councilmembers to serve on local and regional boards, committees, or commissions as a representative of the City of Edgewood and the City Council. Changes in the make-up of the City Council, and in some cases interests among individual members, require the need to update these council liaison assignments from time to time.

The City Council discussed the 2023 External Boards and the 2023 Council Liaisons list at their January 2, 2024, study session and suggested new assignments where applicable. The proposed changes are attached.

Once approved, this list will be provided for each of the organizations designated therein to make them aware of any change in Edgewood's representation.

Item History:

Recommended Action:

MOTION to approve AB24-0698 - Resolution 24-0698 Commission and Board Liaisons

Fiscal Note/Consideration:

RESOLUTION NO. 24-0698

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, APPOINTING COUNCIL LIAISONS TO CITY OF EDGEWOOD AND REGIONAL EXTERNAL BOARDS AND COMMISSIONS FOR THE YEAR 2024

WHEREAS, the City Council adopted Resolution 22-0611 to establish a list of City Council representatives to serve on various external Boards, Commissions, Committees and other organizations in 2022, or until a replacement has been selected; and

WHEREAS, the City Council adopted Resolution No. 22-0611 amending the Council Rules of Procedure to provide for Council Liaisons on City and Regional Boards, Committees, and other Bodies; and

WHEREAS, the City Council wishes to establish the 2024 list of appointees to serve as Council Liaisons and representatives on various City and regional boards, commissions, committees, and other organizations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Regional Board Representatives Appointed. City Council representatives are hereby appointed and/or reappointed to serve on the designated external Board(s), Commission(s), Committee(s) and/or other organization(s) as indicated on the list of Council representatives, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. City Council Liaisons Appointed. City Council Liaisons are hereby appointed and/or reappointed to serve on the designated City of Edgewood Board(s), Commission(s), and Committee(s), as indicated on the list of Council Liaisons, attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. Appointment Term. The term for the appointments made pursuant to this resolution shall be for the calendar year 2024, or until a replacement is appointed by the City Council.

Section 4. Notice to External Organizations. The Clerk shall provide a copy of this Resolution to organizations named in Exhibit A, as necessary.

Section 5. Effective Date. This Resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 9TH DAY OF JANUARY 2024

Mayor, Dave Olson

ATTEST:

Rachel Pitzel, CMC
City Clerk



2024 External Board Council Representatives

Organization	Representative(s)	2024 Meeting Information
Pierce County Regional Council	<i>Councilmember John West Councilmember Jennifer Pazaruski (Alt)</i>	Meets the 3 rd Thursday of each month (no meetings in August or December) - 6:00 pm Pierce County Annex - Hybrid Meeting (with the exception of the General Assembly meeting) Tiffany Ailment (253) 798-3226 tiffany.aliment@piercecounitywa.gov
Pierce County Cities & Towns Association	<i>Mayor Dave Olson Councilmember Rosanne Tomy (Alt)</i>	Zoom meeting – Quarterly (agenda sent in advance) – 5:00pm Paul Loveless, paulloveless@ci.steillcoom.wa.us
FME Chamber of Commerce	<i>Councilmember John West Mayor Dave Olson (Alt)</i>	Chamber Luncheon Meets the 2 nd Wednesday of each month – 11:30am at 5580 Pacific Hwy E, Fife (Emerald Queen Conf. Center) Steve Lindberg (253) 922-9320 - steve@fmechamber.org
Mt. View Edgewood Water Company	<i>Councilmember Jennifer Pazaruski Councilmember Jason Ramirez (Alt)</i>	Meets the 2 nd Wednesday of each month – 6:00pm – as long as it falls on or after the 10 th . If so, default to the next Wednesday. Meets at the Mt. View Edgewood Water Company – Mike Craig, 253-863-7348 – mikec@mtviewwater.com
South Sound Housing Affordability Partners Steering Committee	<i>Councilmember Christi Keith Councilmember Erica Buckley (Alt)</i>	Meets the 1 st Friday of each month – 8:30am – 10:00am. John Howell, john@cedarrivergroup.com
Opioid Abatement Council	<i>Councilmember Christi Keith Councilmember John West (Alt)</i>	On-Call – notified by email



Exhibit B

2024 Council Liaisons to COE Commission and Boards

COE Boards/Commissions	Council Liaison(s)	Monthly Meeting Information
Planning Commission	Councilmember: <i>Jason Ramirez</i> Councilmember: <i>Rosanne Tomy</i>	Date/Time: 2 nd Monday @ 6:00 p.m. Staff Contacts: <i>Lauren Balisky and Evan Hietpas</i>
Economic Development Advisory Board (EDAB)	Councilmember: <i>Rosanne Tomy</i> Councilmember: <i>Jennifer Pazaruski (Alt)</i>	Date/Time: 1 st Monday @ 6:00 p.m. Staff Contacts: <i>Lauren Balisky and Morgan Dorner</i>
Parks & Recreation Advisory Board (PRAB)	Councilmember: <i>Jeff Southard</i> Councilmember: <i>Rosanne Tomy</i>	Date/Time: 2 nd Wednesday @ 6:00 p.m. Staff Contacts: <i>Jeremy Metzler, Matthew Ray, and Jill Schwerzler-Herrera</i>

2023 Council Subcommittee Representation

Council Subcommittee	Council Representatives	Monthly Meeting Information
Equity, Diversity and Inclusion (EDI) Council Subcommittee	Councilmember: <i>Rosanne Tomy</i> Councilmember: <i>Erica Buckley</i> Councilmember <i>Jeff Southard</i> Councilmembers: <i>Jennifer Pazaruski (Alt) & Jason Ramirez (Alt)</i>	Date/Time: 2 nd Tuesday @ 6:00 p.m. via Zoom