



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, October 14, 2025 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA
Zoom: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. PUBLIC HEARING**
 - A. AB25-077** - Annual CIP Update
 - B. AB25-078** - Car Tab Fees
- 3. PRESENTATION**
 - A.** Critical Areas Ordinance Update
- 4. AUDIENCE COMMENT**
- 5. MAYOR'S REPORT**
- 6. 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 Council Meeting Minutes of September 23, 2025
 - B.** Study Session Meeting Minutes of October 7, 2025
 - C. AB25-079-** a motion approving October 2025 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$182,276.43 and Vendor Check Numbers 26587 through 26599, with EFT and Direct Pay Payments in the amount of \$181,914.01. Total distributions submitted for review and authorization in the amount of \$364,190.44.
 - D. AB25-0782** - Resolution 25-0782 48th Street Preservation Contract
- 7. COUNCIL BUSINESS**
 - A. AB25-080** - Mayoral Appointments to the Planning Commission, Parks & Recreation Advisory Board, and Economic Development Advisory Board
 - B. AB25-081-** 2025 Annual Comprehensive Plan Amendments
 - C. AB25-0689** - 2nd Reading of Ordinance 25-0689 Granting Unto EZEE Fiber Texas LLC a Franchise Agreement for Telecommunications
- 8. COUNCIL COMMENTS**
- 9. ADJOURN**

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-077 - Annual CIP Update	Agenda Item #: 2.A
	For Agenda of: 10/14/2025
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT CIP Priority List 2025-09-18 2. DRAFT - 2026 CIP Program 2025-09-30 3. 25-013-CODE_SEPA DNS 4. 2026-2031 CIP Map	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 10/09/2025 Dave Olson, Mayor 10/09/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 10/07/2025 SS 10/14/2025 RCM PH 10/21/2025 SS 10/28/2025 RCM

Summary Statement:

The City utilizes an annually-updated Capital Improvement Plan (CIP), in conformance with the Capital Facilities Element of the City's Comprehensive Plan, which outlines projects, their estimated costs, timelines for work, and anticipated funding sources. These plans serve as the guiding documents for Staff to execute capital improvements throughout the City, as resources are made available through City financial resources or other identified funding sources (i.e. Impact Fees, grants, General Fund, etc.).

Staff is taking a similar approach to this year's CIP Program update prior years - reviewing and updating a priority list for all listed capital projects, then programming them for the next six years based on anticipated funding availability. The attached DRAFT CIP Priority List represents staff's current recommendation on project priorities, and the attached DRAFT CIP Program takes these project priorities and programs their execution over the upcoming six-year period. Also attached is a map showing proposed capital projects with known locations. With the Council's adoption of the 2024 Comprehensive Plan, there are several new projects added to the DRAFT CIP Priority List, but there has been very little change to the DRAFT CIP Program due to financial constraints.

Following conversation with City Council at last week's study session, staff offers the following additional information: Projects T-2 and T-9 are currently programmed to utilize School Zone Camera Fee revenues, with T-2 being deferred until 2028. Project T-9, Citywide Pedestrian Mobility and Safety Improvements, is currently programmed to utilize up to \$25,000 of School Zone Camera Fee revenues in 2026 and 2027. For context, this represents about 5% of the annual School Zone Camera Fee revenues. As described in the draft program

attached, *"This project attempts to address several of the projects listed in the current Comprehensive Plan, addressing various high priority pedestrian-oriented improvements."* Council expressed a desire for these revenues to be prioritized for projects within school zones. The current Comprehensive Plan does not include any projects that are specific to any school zone, but there are several active transportation projects focused on improving walkability and pedestrian safety to and from multiple school zones. **Staff proposes updating the Project T-9 description to identify and prioritize projects within school zones, including but not limited to design of larger projects previously identified in the Comprehensive Plan and/or maintenance / replacement of existing facilities, listing specific projects if possible.**

Please note that this is still a "work in progress" - Staff relies on the City Council to guide this planning, to ensure it aligns with the Council's desires and sound management of the City's financial resources. Tonight's public hearing is scheduled to receive public input, and the SEPA Environmental Review public comment period closes with tonight's hearing (see attached DNS). Formal action on this item is not anticipated until the October 28, 2025 RCM.

Item History:

N/A

Recommended Action:

Public Hearing Only to receive public comment on the proposed **AB25-077** - Annual CIP Update

Fiscal Note/Consideration:

Please note that this is a planning document - Project selection and funding resources contained herein are still under consideration, as project priorities, timelines and other planning requirements are set by the City Council through adoption of the Annual Budget.

DRAFT Project Prioritization List

All Identified Projects

9/18/2025

CIP No.	CIP Project Name	Score	1st-Yr Cost	Full Project		
Developer-coordinated Capital Projects (not included in annual project cap)						
SS-2	Wetland Mitigation - Northwood Elementary (LID No. 1)	--	\$ -	\$ 55,000	Delayed to 2027	
City-led Capital Projects (not included in annual project cap)						
T-14	48th St E Preservation Project	61.40	\$ 300,000	\$ 800,000	Construction Starts in 2025	
P-1	Interurban Trail Phase III Design / Construction (TIP No. 7)	59.05	\$ 750,000	\$ 24,417,890	90% Design in progress	
City-led Annual Programs			1st-Yr Cost	Hist. 1-Yr Cost		
SW-1	City Drainage Infrastructure Program / Spot Improvements	--	\$ 100,000	\$ 100,000		
SW-6	SWMP Update (including SW Comp. Plan Update)	--	\$ 25,000	\$ 25,000		
T-1	Citywide Road Preservation Program (TIP No. 6)	--	\$ 150,000	\$ 250,000	Reduced through 2027	
T-2	Citywide Traffic Safety Program (TIP No. 9)	--	\$ -	\$ 50,000	Reduced through 2027	
T-6	Transportation Engineering / Plan Support	--	\$ -	\$ 50,000	Reduced through 2027	
T-9	Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)	--	\$ 25,000	\$ 75,000	Reduced through 2027	
P-2	Miscellaneous Park Improvements	--	\$ 25,000	\$ 25,000		
P-6	Land Acquisition	--	\$ -	\$ 50,000	Reduced through 2029	
CIP No.	CIP Project Name					
City-led Capital Projects		Score	1st-Yr Cost	Running Total	Full Project	Running Total
SW-13	56th St E / Edgewood Dr E Drainage Improvements	78.68	\$ 350,000	\$ 350,000	\$ 950,000	\$ 950,000
PF-3	Public Works Service Facility (Feasibility / Preliminary Design)	70.00	\$ 400,000	\$ 750,000	\$ 400,000	\$ 1,350,000
SW-16	(Spot Imp S-21) Top O' Valley Outfall - 24th St E east of 125th	67.00	\$ 100,000	\$ 850,000	\$ 100,000	\$ 1,450,000
SW-8	Lake Chalet Pothole Flood Reduction Project	66.25	\$ 285,000	\$ 1,135,000	\$ 300,000	\$ 1,750,000
P-4	Nelson Farmhouse Remodel Eval.	62.00	\$ 40,000	\$ 1,175,000	\$ 40,000	\$ 1,790,000
T-3	Meridian & 12th/13th - Intersection Improvements	61.83	Start in 2027	\$ 1,175,000	\$ 4,650,000	\$ 6,440,000
T-7	Meridian Ave Phase 1 - 24th to 3400 Block (TIP No. 1)	58.54	Deferring	\$ 1,175,000	\$ 18,100,000	\$ 24,540,000
T-11	108th Ave E (north of 32nd St E) - Rebuild Roadway	58.50	Start in 2029	\$ 1,175,000	\$ 250,000	\$ 24,790,000
SW-12	Flood Reduction Plan for Edgewood Pothole	54.50	Start in 2027	\$ 1,175,000	\$ 170,000	\$ 24,960,000
SW-12	Flood Reduction Plan for Pinedale Pond (114th)	54.50	Start in 2028	\$ 1,175,000	\$ 170,000	\$ 25,130,000
T-8	Meridian Ave Phase 2 - 36th St E Vicinity (TIP No. 2)	54.13	Deferring	\$ 1,175,000	\$ 11,100,000	\$ 36,230,000
T-10	104th Ave E - 8th to 10th	53.21	Start in 2030	\$ 1,175,000	\$ 4,130,000	\$ 40,360,000
T-10	Chrisella Rd E Realignment - 36th to 39th	51.00	Deferring	\$ 1,175,000	\$ 1,000,000	\$ 41,360,000
P-3	Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)	50.20	Start in 2028	\$ 1,175,000	\$ 19,970,000	\$ 61,330,000
SW-7	25th St E Drainage Improvements	50.00	Start in 2027	\$ 1,175,000	\$ 235,000	\$ 61,565,000
T-13	Caldwell & 129th Intersection Regrade	49.00	Start in 2027	\$ 1,175,000	\$ 150,000	\$ 61,715,000
T-5	Edgewood Drive Safety Improvements	48.77	Deferring	\$ 1,175,000	\$ 10,535,000	\$ 72,250,000
SW-5	108th Ave E / 36th St E Flooding	47.80	Start in 2029	\$ 1,175,000	\$ 1,150,000	\$ 73,400,000

DRAFT Project Prioritization List

All Identified Projects

9/18/2025

CIP No.	CIP Project Name	Score	1st-Yr Cost	Running Total	Full Project	Running Total
SW-3	Jovita Creek Regional Improvement Feasibility Study	46.75	Deferring	\$ 1,175,000	\$ 600,000	\$ 74,000,000
SW-4	Edgewood Pothole Pilot Project Feasibility Assessment	46.38	Deferring	\$ 1,175,000	\$ 400,000	\$ 74,400,000
NEW	24th St E/106th Ave E Sewer System	42.67	\$ 150,000	\$ 1,325,000	\$ 5,610,000	\$ 80,010,000
SW-9	24th / 112th Seasonal Ponding	42.00	Deferring	\$ 1,325,000	\$ 170,000	\$ 80,180,000
SW-15	48th St E / 127th Ave E Drainage Improvements	40.91	Deferring	\$ 1,325,000	\$ 550,000	\$ 80,730,000
P-9	Wolf Point Trail	40.67	Start in 2031	\$ 1,325,000	\$ 1,500,000	\$ 82,230,000
P-7	Edgemont Park Improvements	40.00	Deferring	\$ 1,325,000	\$ 250,000	\$ 82,480,000
SW-12	Flood Reduction Plan for 122nd Ave Pothole	40.00	Deferring	\$ 1,325,000	\$ 170,000	\$ 82,650,000
NEW	86th Ave E/32nd St E/94th Ave E Sewer System	39.32	\$ 250,000	\$ 1,575,000	\$ 19,565,000	\$ 102,215,000
NEW	West Edgewood Bowl Sewer System	39.31	\$ 150,000	\$ 1,725,000	\$ 12,175,000	\$ 114,390,000
SW-10	108th Ave E - 8th to 16th Flooding	38.63	Deferring	\$ 1,725,000	\$ 400,000	\$ 114,790,000
SW-14	Monta Vista Dr E Drainage Improvements	38.40	Deferring	\$ 1,725,000	\$ 2,500,000	\$ 117,290,000
T-10	104th Ave E - 16th to 18th	38.30	Deferring	\$ 1,725,000	\$ 1,150,000	\$ 118,440,000
NEW	90th Ave E/Falcon Ridge/Dechaux Sewer System	37.32	\$ 250,000	\$ 1,975,000	\$ 19,645,000	\$ 138,085,000
SW-1	(Spot Imp S-17) 11000 block 16th St E Shoulder	37.00	\$ 100,000	\$ 2,075,000	\$ 100,000	\$ 138,185,000
SW-1	(Spot Imp S-20) 20th St E Culvert (near 90th)	37.00	\$ 150,000	\$ 2,225,000	\$ 150,000	\$ 138,335,000
	FEMA Flood Study	37.00	\$ -	\$ 2,225,000	\$ -	\$ 138,335,000
T-4	Chrisella Road East Safety Improvements (TIP No. 5) - 48th to C/L	36.25	\$ 450,000	\$ 2,675,000	\$ 6,420,000	\$ 144,755,000
T-10	106th Ave E - 32nd to 36th	36.04	\$ 200,000	\$ 2,875,000	\$ 1,930,000	\$ 146,685,000
PF-2	Civic Center Campus Improvements (Entry, PD Parking, Security)	35.82	\$ 100,000	\$ 2,975,000	\$ 275,000	\$ 146,960,000
NEW	20th St E/92nd Ave E Sewer System	35.39	\$ 250,000	\$ 3,225,000	\$ 6,990,000	\$ 153,950,000
NEW	8th St E/122nd Ave E Sewer System	34.80	\$ 250,000	\$ 3,475,000	\$ 20,560,000	\$ 174,510,000
SW-12	Flood Reduction Plan for 108th Ave Pothole	34.50	\$ 170,000	\$ 3,645,000	\$ 170,000	\$ 174,680,000
	Meridian Ave E. Drainage Capacity Review (8th to 24th)	33.00	\$ 50,000	\$ 3,695,000	\$ 50,000	\$ 174,730,000
T-12	36th Street East Walkway Extension	32.29	\$ 350,000	\$ 4,045,000	\$ 11,100,000	\$ 185,830,000
NEW	36th St E/99th Ave E Sewer Extension	32.11	\$ 100,000	\$ 4,145,000	\$ 1,641,500	\$ 187,471,500
NEW	8th St E/105th Ave E Sewer Extension	30.27	\$ 75,000	\$ 4,220,000	\$ 975,000	\$ 188,446,500
SW-12	Flood Reduction Plan for Surprise Lake Pothole	30.00	\$ 170,000	\$ 4,390,000	\$ 170,000	\$ 188,616,500
NEW	Meridian Ave Phase 4 - 43rd to Dechaux	29.02	\$ 500,000	\$ 4,890,000	\$ 12,200,000	\$ 200,816,500
P-5	Nelson Nature Park Rehabilitation	29.00	\$ 45,000	\$ 4,935,000	\$ 45,000	\$ 200,861,500
NEW	Meridian Ave Phase 3 - 36th to 43rd	28.65	\$ 500,000	\$ 5,435,000	\$ 19,300,000	\$ 220,161,500
	122nd Ave E Safety Improvements - 24th to 48th	28.52	\$ 250,000	\$ 5,685,000	\$ 6,100,000	\$ 226,261,500
	36th St E - Meridian to Chrisella	27.61	\$ 150,000	\$ 5,835,000	\$ 575,000	\$ 226,836,500
NEW	Lake Chalet Pressure Sewer System	27.45	\$ 100,000	\$ 5,935,000	\$ 1,050,000	\$ 227,886,500

DRAFT Project Prioritization List

All Identified Projects

9/18/2025

CIP No.	CIP Project Name	Score	1st-Yr Cost	Running Total	Full Project	Running Total
NEW	Taylor St E/97th Ave Ct E Sewer Extension	27.42	\$ 75,000	\$ 6,010,000	\$ 813,000	\$ 228,699,500
NEW	32nd St E/100th Ave E Pressure Sewer System	27.16	\$ 100,000	\$ 6,110,000	\$ 1,515,000	\$ 230,214,500
SW-11	Jovita Boulevard Rehabilitation	27.00	\$ -	\$ 6,110,000	\$ -	\$ 230,214,500
NEW	13th St Ct E/106th Ave Ct E Sewer Extension	26.97	\$ 100,000	\$ 6,210,000	\$ 2,115,000	\$ 232,329,500
	(Spot Imp S-15) 12th St E Outfall - east of 122nd	26.67	\$ 50,000	\$ 6,260,000	\$ 150,000	\$ 232,479,500
	(Spot Imp S-16) 1411 126th Ave E Outfall	26.67	\$ 50,000	\$ 6,310,000	\$ 150,000	\$ 232,629,500
	(Spot Imp S-10) 2400 block 112th Ave E Ditch Conversion	25.50	\$ 75,000	\$ 6,385,000	\$ 500,000	\$ 233,129,500
	106th Ave E - 24th to 32nd	25.42	\$ 250,000	\$ 6,635,000	\$ 2,730,000	\$ 235,859,500
NEW	18th St Ct E Sewer Extension	25.34	\$ 75,000	\$ 6,710,000	\$ 894,500	\$ 236,754,000
NEW	27th St E Alignment Study (Pre-Req to R-7, not in TIF)	25.00	\$ 75,000	\$ 6,785,000	\$ 75,000	\$ 236,829,000
NEW	105th Ave E - Jovita Blvd to 8th St E	23.47	\$ 75,000	\$ 6,860,000	\$ 510,000	\$ 237,339,000
	16th St E - Meridian to 104th	23.34	\$ 250,000	\$ 7,110,000	\$ 1,860,000	\$ 239,199,000
NEW	13th St Ct E - Meridian to 104th Ave E	22.75	\$ 150,000	\$ 7,260,000	\$ 1,990,000	\$ 241,189,000
NEW	24th St E/100th Ave E Capacity Improvements	22.62	\$ 50,000	\$ 7,310,000	\$ 803,500	\$ 241,992,500
NEW	Taylor St E/100th Ave E Sewer Extension	22.61	\$ 75,000	\$ 7,385,000	\$ 1,220,000	\$ 243,212,500
	(PROST #2) Nelson Farm Park Master Plan & Feasibility Study	22.00	\$ 125,000	\$ 7,510,000	\$ 125,000	\$ 243,337,500
	(Spot Imp S-22) 9022 34th St E Ponding	22.00	\$ 200,000	\$ 7,710,000	\$ 200,000	\$ 243,537,500
	(Spot Imp) 11126 46th St E	22.00	\$ 50,000	\$ 7,760,000	\$ 50,000	\$ 243,587,500
NEW	90th Ave E Alignment Study (Pre-Req to PED-11, not in TIF)	22.00	\$ 75,000	\$ 7,835,000	\$ 75,000	\$ 243,662,500
NEW	96th Ave E Alignment Study (Not in TIF Program)	22.00	\$ 75,000	\$ 7,910,000	\$ 75,000	\$ 243,737,500
NEW	Traffic Calming Program (Not in TIF Program)	22.00	\$ 50,000	\$ 7,960,000	\$ 50,000	\$ 243,787,500
	<i>Not in Comp Plan (Scrivener's Error?)</i> Railroad Frontage Road	21.11	\$ 750,000	\$ 8,710,000	\$ 16,890,000	\$ 260,677,500
	24th St E - 100th to Meridian	21.01	\$ 150,000	\$ 8,860,000	\$ 1,480,000	\$ 262,157,500
	101st Ave E - 18th to 20th	20.96	\$ 150,000	\$ 9,010,000	\$ 1,555,000	\$ 263,712,500
NEW	Jovita Blvd - 106th Ave Ct E to 114th Ave E	20.60	\$ 200,000	\$ 9,210,000	\$ 8,400,000	\$ 272,112,500
NEW	Meridian Ave Phase 5 - Dechaux to Spencer (C/L)	20.59	\$ 1,500,000	\$ 10,710,000	\$ 63,900,000	\$ 336,012,500
	(PROST System-Wide) Signage & Branding	20.00	\$ 75,000	\$ 10,785,000	\$ 75,000	\$ 336,087,500
	4621 108th Ave E Drainage	20.00	\$ 100,000	\$ 10,885,000	\$ 100,000	\$ 336,187,500
NEW	Interurban Trail Sewer System	19.28	\$ 150,000	\$ 11,035,000	\$ 13,320,000	\$ 349,507,500
NEW	24th St E - 94th Ave E to Meridian	18.60	\$ 150,000	\$ 11,185,000	\$ 2,500,000	\$ 352,007,500
NEW	Meridian Bike Lanes - County Line to 24th St E (Not in TIF Program)	18.36	\$ 75,000	\$ 11,260,000	\$ 2,100,000	\$ 354,107,500
	100th Ave E - 29th to 32nd	17.85	\$ 150,000	\$ 11,410,000	\$ 1,760,000	\$ 355,867,500
NEW	36th St E - 96th Ave E to Meridian	17.77	\$ 100,000	\$ 11,510,000	\$ 1,300,000	\$ 357,167,500
NEW	Lift Station 2 Pump Upgrades (2036)	17.65	\$ 75,000	\$ 11,585,000	\$ 1,150,000	\$ 358,317,500

DRAFT Project Prioritization List

All Identified Projects

9/18/2025

CIP No.	CIP Project Name	Score	1st-Yr Cost	Running Total	Full Project	Running Total
NEW	Lift Station 3 Pump Upgrades (2036)	17.65	\$ 75,000	\$ 11,660,000	\$ 1,150,000	\$ 359,467,500
NEW	16th St E - 104th Ave E to 112th Ave E	17.63	\$ 100,000	\$ 11,760,000	\$ 1,600,000	\$ 361,067,500
NEW	Lift Station 1 Pump Upgrades	17.60	\$ 75,000	\$ 11,835,000	\$ 1,250,000	\$ 362,317,500
NEW	32nd St E - 87th Ave E to 94th Ave E	17.54	\$ 75,000	\$ 11,910,000	\$ 1,400,000	\$ 363,717,500
	114th Ave E Walkway - 8th to 18th	17.29	\$ 150,000	\$ 12,060,000	\$ 1,900,000	\$ 365,617,500
NEW	24th St E Extension - 122nd to West Valley Hwy	17.08	\$ 500,000	\$ 12,560,000	\$ 6,000,000	\$ 371,617,500
	32nd St E Walkway - 100th to 122nd	17.04	\$ 250,000	\$ 12,810,000	\$ 4,600,000	\$ 376,217,500
	(PROST #6) ECP Phase 2 - Sport Courts	17.00	\$ 100,000	\$ 12,910,000	\$ 500,000	\$ 376,717,500
NEW	29th St E - Meridian to 106th Ave E (Not in TIF Program)	17.00	\$ -	\$ 12,910,000	TBD	\$ 376,717,500
NEW	32nd St E - Meridian to 106th Ave E (Not in TIF Program)	17.00	\$ -	\$ 12,910,000	TBD	\$ 376,717,500
NEW	32nd St E - 100th Ave E to Meridian (Not in TIF Program)	17.00	\$ -	\$ 12,910,000	TBD	\$ 376,717,500
	(Spot Imp S-23) 47th St Ct E @ 114th Ave E	16.67	\$ 50,000	\$ 12,960,000	\$ 150,000	\$ 376,867,500
	24th St E - Meridian to 104th	16.34	\$ 250,000	\$ 13,210,000	\$ 1,860,000	\$ 378,727,500
NEW	36th St E - 110th Ave E to 122nd Ave E (widen existing)	15.75	\$ 150,000	\$ 13,360,000	\$ 2,000,000	\$ 380,727,500
NEW	94th Ave E - 24th St E to 32nd St E	15.63	\$ 150,000	\$ 13,510,000	\$ 2,400,000	\$ 383,127,500
NEW	8th St E - Meridian to 105th Ave E	15.61	\$ 250,000	\$ 13,760,000	\$ 4,129,000	\$ 387,256,500
NEW	48th St E - Chrisella to Edgewood Dr	15.54	\$ 200,000	\$ 13,960,000	\$ 3,700,000	\$ 390,956,500
NEW	20th St E / 92nd Ave E / 24th St E - Milton to 94th Ave E (Not in TIF)	15.40	\$ 100,000	\$ 14,060,000	\$ 2,500,000	\$ 393,456,500
NEW	106th Ave E - 29th St E to 3400 Block (combine with E-14, E-16?)	15.25	\$ 75,000	\$ 14,135,000	\$ 600,000	\$ 394,056,500
NEW	Taylor St - 100th Ave Ct E to Meridian (combine with W-1, not in TIF)	15.25	\$ 75,000	\$ 14,210,000	\$ 600,000	\$ 394,656,500
SW-2	Mortenson Farm Regional Stormwater Improvements	15.00	\$ -	\$ 14,210,000	\$ -	\$ 394,656,500
	East Wapato Ravine Drainage	15.00	\$ -	\$ 14,210,000	\$ -	\$ 394,656,500
	Simons Creek Bed Erosion (9608 29th St Ct E?)	15.00	\$ -	\$ 14,210,000	\$ -	\$ 394,656,500
NEW	100th Ave E - 29th to 32nd (combine with W-8)	14.94	\$ 75,000	\$ 14,285,000	\$ 800,000	\$ 395,456,500
NEW	29th St E - Meridian to 106th Ave E (combine with E-13?)	14.94	\$ 75,000	\$ 14,360,000	\$ 800,000	\$ 396,256,500
NEW	22nd St E (Dom Calata Way) - Meridian to 104th Ave E	14.91	\$ 75,000	\$ 14,435,000	\$ 820,000	\$ 397,076,500
NEW	18th St E - 114th Ave E to 122nd Ave E	14.44	\$ 75,000	\$ 14,510,000	\$ 1,700,000	\$ 398,776,500
NEW	16th St E - 101st Ave E to Meridian (Not in TIF Program)	13.01	\$ 150,000	\$ 14,660,000	\$ 1,480,000	\$ 400,256,500
NEW	Interurban Connector - 105th Ave Ct E proximity to Jovita Blvd	12.83	\$ 75,000	\$ 14,735,000	\$ 900,000	\$ 401,156,500
NEW	108th Ave E - 16th St E to 20th St E (Not in TIF Program)	12.75	\$ 75,000	\$ 14,810,000	\$ 1,000,000	\$ 402,156,500
NEW	Nelson Nature Park - 24th St E to SW Corner	12.63	\$ 50,000	\$ 14,860,000	\$ 400,000	\$ 402,556,500
NEW	114th Ave E - 32nd St E to 48th St E (Not in TIF Program)	12.60	\$ 150,000	\$ 15,010,000	\$ 2,500,000	\$ 405,056,500
NEW	Sumner Hts Dr - Edgewood Dr (top) to Sumner C/L	12.59	\$ 200,000	\$ 15,210,000	\$ 3,400,000	\$ 408,456,500
NEW	100th/101st - 18th St Ct E to 24th St E	12.44	\$ 150,000	\$ 15,360,000	\$ 3,430,000	\$ 411,886,500

DRAFT Project Prioritization List

All Identified Projects

9/18/2025

CIP No.	CIP Project Name	Score	1st-Yr Cost	Running Total	Full Project	Running Total
NEW	20th St E - 100th Ave E to Meridian (Not in TIF Program)	12.00	\$ -	\$ 15,360,000	TBD	\$ 411,886,500
NEW	Lake Chalet North - 103rd Ave Ct E to 106th Ave E	11.07	\$ 75,000	\$ 15,435,000	\$ 700,000	\$ 412,586,500
NEW	Surprise Lake Tributary - Mortensen Farm to 18th St Ct E	10.96	\$ 250,000	\$ 15,685,000	\$ 6,500,000	\$ 419,086,500
NEW	20th St E Corridor - 104th Ave E to 106th Ave E Corridor	10.94	\$ 75,000	\$ 15,760,000	\$ 800,000	\$ 419,886,500
NEW	106th Ave E Corridor - 16th St E to The Arbors	10.83	\$ 75,000	\$ 15,835,000	\$ 900,000	\$ 420,786,500
NEW	104th Ave E - 24th St E to 103rd Ave Ct E (Not in TIF Program)	9.78	\$ 100,000	\$ 15,935,000	\$ 1,280,000	\$ 422,066,500
NEW	13th St Ct E - Meridian to 104th Ave E (combine with E-4)	9.68	\$ 150,000	\$ 16,085,000	\$ 2,200,000	\$ 424,266,500
NEW	16th St E - Meridian to 104th (combine with E-6)	9.60	\$ 150,000	\$ 16,235,000	\$ 2,500,000	\$ 426,766,500
NEW	90th Ave E - 32nd St E to 35th St Ct E (S-1 is a Pre-Req, not in TIF)	9.32	\$ 100,000	\$ 16,335,000	\$ 7,750,000	\$ 434,516,500
	(PROST System-Wide) School District Co-Op Agreements	8.33	\$ 500,000	\$ 16,835,000	\$ 1,500,000	\$ 436,016,500
NEW	Litowitz Property - 16th St E to West Valley Hwy	7.63	\$ 75,000	\$ 16,910,000	\$ 1,200,000	\$ 437,216,500
NEW	Nelson Farm Park - 18th St E to Nelson Nature Park North	7.63	\$ 75,000	\$ 16,985,000	\$ 1,200,000	\$ 438,416,500
NEW	Wolf Point Connector - Dechaux to Puyallup C/L	7.56	\$ 150,000	\$ 17,135,000	\$ 6,700,000	\$ 445,116,500
NEW	Mt. View Elementary Connector - 32nd St E to 36th St E	7.56	\$ 100,000	\$ 17,235,000	\$ 1,800,000	\$ 446,916,500
NEW	Simons Creek - Meridian to ProLogis	5.84	\$ 250,000	\$ 17,485,000	\$ 7,400,000	\$ 454,316,500
NEW	32nd St E Corridor - 94th Ave E to 100th Ave E	5.63	\$ 75,000	\$ 17,560,000	\$ 1,200,000	\$ 455,516,500
NEW	Pinedale Pond - Pascolo Estates to 24th St E	5.50	\$ 100,000	\$ 17,660,000	\$ 2,000,000	\$ 457,516,500
	(Spot Imp S-24) 525 114th Ave E	5.00	\$ -	\$ 17,660,000	\$ -	\$ 457,516,500



CAPITAL IMPROVEMENT PLAN

Annual Update for years 2026–2031

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Introduction

Capital Improvement Plan Overview

The City of Edgewood's Capital Improvement Plan (CIP) is a six-year plan addressing the capital budget needs of the City, guiding the annual budget process and thereby satisfying the requirements of the Growth Management Act (GMA). The purposes and goals of the CIP are to:

- Provide capital facilities and infrastructure that are needed by the community and support the vision of Edgewood's future, as articulated in the City's Comprehensive Plan;
- Support the provision of City services consistent with the expectations of the community, as expressed in the City's declared level-of-service standards;
- Preserve level-of-service as growth and development add new demands on City government;
- Supply facilities that meet the needs of the community; and
- Rehabilitate or replace the City's facilities and infrastructure to extend the useful life and assure continued efficiency.

The GMA also requires jurisdictions to have capital facilities in place and readily available (constructed) when new development occurs or as a service area's population grows. This concept is known as *concurrency*. Specifically, this means that:

- All public facilities, needed to serve new development and a growing service area's population, must be in place at the time of the initial need. If the facilities are not in place, a financial commitment must have been made to provide the facilities within six years of the time of the initial need; and
- Such facilities must be of sufficient capacity to serve the service area's population and new development without decreasing service levels below locally established minimum standards, known as *level-of-service*.

Minimum standards are established at local levels. Factors that influence local standards are citizens, City Council recommendations, national standards, federal and state mandates, and the standards of neighboring jurisdictions.

The GMA stipulates that if a jurisdiction is unable to provide or finance capital facilities in a manner that meets concurrency and level-of-service requirements, it must either: 1) adopt and enforce ordinances which prohibit approval of proposed developments which would cause the level-of-service to drop below locally established standards, or 2) lower established standards for the level-of-service.

The Capital Improvement Plan provides a six-year list of proposed major capital expenditures for the City. This plan attempts to set funding strategies not only for the current year, but also to project future needs for major construction, land acquisition and equipment needs that

improve the cultural environment, capital infrastructure and recreational opportunities for the citizens of Edgewood. Capital expenditures are viewed not only in the context of how much the new project will cost, but also what impact the project will have on the City's operating budget.

The Capital Improvement Plan is divided into seven sections: 1) Introduction, 2) CIP Summary, 3) Surface Water Projects, 4) Transportation and Pedestrian Projects, 5) Parks Projects, 6) Sanitary Sewer Projects, and 7) Public Facilities Projects.

Capital Improvement Program Summary

The CIP Summary contains a financial spreadsheet listing each project within the five capital project areas (Surface Water, Transportation, Parks, Sanitary Sewer, and Public Facilities), and anticipated revenue sources.

Capital Project Detail

Included for each capital project in the CIP is a capital project detail sheet providing information such as the following:

- Fund – The associated capital fund (Capital - General, Capital - Parks, Capital - Roads, Capital - TIB, Street, Surface Water and Sewer).
- Project Category – The appropriate category for the particular project. These categories are also used in the Program Financial Summary.
- Project Description – A brief description of the project.
- Comprehensive Plan Goal - Identification of the Comp Plan goal affected by the project.
- Service Impact – A brief description of the project's impact on Edgewood citizens or others that use the public facility and any impact to maintenance and operating costs.
- Total Project Budget - All costs associated with the project. This will include prior expenditures, current year estimates and projected costs included in the six-year plan.
- Funding Sources – All of the anticipated revenue sources for the project.
- Critical Milestones – A list of all of the most important project milestones with their expected completion dates.
- Project Budget – Actual expenditures from prior periods and projected future costs by project phase. It also displays the specific revenue sources used to fund the project and any impacts on the General Fund operating budget.

Capital Improvement Program Summary

City of Edgewood 2026 - 2031 Capital Improvement Plan

Project	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	2031 Estimate	Totals
Surface Water							
SW-1 City Drainage Infrastructure Program / Spot Improvements	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
SW-2 Mortenson Farm Regional Stormwater Improvements	<i>Deferring to future year, pending return of property by WSDOT (est. 2035)</i>						\$ -
SW-3 Jovita Creek Regional Improvement Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SW-4 Edgewood Pothole Pilot Project Feasibility Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SW-5 108th Ave E / 36th St E Flooding	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
SW-6 Surface Water Management Plan Update (Including Stormwater Comprehensive Plan Update)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
SW-7 25th St. E. Drainage Improvements	\$ -	\$ 35,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 235,000
SW-8 Lake Chalet Pothole Flood Reduction Project	\$ 285,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,000
SW-9 24th / 112th Seasonal Ponding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SW-10 108th Ave E - 8th to 16th Flooding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SW-11 Jovita Boulevard Rehabilitation	<i>Deferring to future year, pending result of Project P-1</i>						\$ -
SW-12 Flood Reduction Plans for Closed Depression Basins	\$ -	\$ 170,000	\$ 170,000	\$ -	\$ -	\$ -	\$ 340,000
SW-13 56th St E / Edgewood Dr E Drainage Improvements	\$ 350,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 950,000
SW-14 Monta Vista Dr E Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SW-15 48th St E / 127th Ave E Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SW-16 Top O' Valley Outfall - Replace Failed Pipe	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Total Surface Water	\$ 860,000	\$ 930,000	\$ 495,000	\$ 275,000	\$ 125,000	\$ 125,000	\$ 2,810,000

City of Edgewood 2026 - 2031 Capital Improvement Plan

Project		2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	2031 Estimate	Totals
Transportation								
T-1	Citywide Road Preservation Program (TIP No. 6)	\$ 150,000	\$ 150,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,300,000
T-2	Citywide Traffic Safety Program (TIP No. 9)	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
T-3	Meridian & 12th/13th Intersection Improvements (TIP No. 13)	\$ -	\$ 500,000	\$ -	\$ 2,150,000	\$ 2,000,000	\$ -	\$ 4,650,000
T-4	Chrisella Road East Safety Improvements (TIP No. 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-5	Edgewood Drive Safety Improvements (TIP No. 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-6	Transporation Engineering / Plan Support	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
T-7	Meridian Avenue Phase 1 Improvements (24th to 3400 Block)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-8	Meridian Avenue Phase 2 Improvements (36th St E Vicinity)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-9	Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)	\$ 25,000	\$ 25,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 350,000
T-10	Meridian Parallel Road Network Constr. - Various Seg's (TIP No. 11)	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 4,130,000	\$ 4,630,000
T-11	108th Ave E (north of 32nd St E) - Rebuild Failing Roadway	\$ -	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ 250,000
T-12	36th Street East Walkway Extension (TIP No. 12)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-13	Caldwell & 129th Intersection Regrade (TIP No. 15)	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
T-14	48th St E Preservation Project	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Total Transportation		\$ 475,000	\$ 825,000	\$ 425,000	\$ 2,625,000	\$ 3,125,000	\$ 4,555,000	\$ 12,030,000

City of Edgewood 2026 - 2031 Capital Improvement Plan

Project	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	2031 Estimate	Totals
Parks							
P-1 Interurban Trail Phase III Design / Construction (TIP No. 7)	\$ 500,000	\$ 10,150,000	\$ 11,500,000	\$ 950,000	\$ -	\$ -	\$ 23,100,000
P-2 Miscellaneous Park Improvements	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
P-3 Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)	\$ -	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ 160,000
P-4 Nelson Farmhouse Remodel Eval.	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
P-5 Nelson Nature Park Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-6 Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 100,000
P-7 Edgemont Park Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-8 Mortenson Farm Trail	<i>Deferring to future year, pending return of property by WSDOT (est. 2035)</i>						\$ -
P-9 Wolf Point Trail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ 800,000
Total Parks	\$ 565,000	\$ 10,175,000	\$ 11,685,000	\$ 975,000	\$ 75,000	\$ 875,000	\$ 24,350,000
Sanitary Sewer							
SS-1 SR-161 Enchanted Parkway Fish Passages - Franchise Utility Work	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000
SS-2 Wetland Mitigation - Northwood Elementary (LID No. 1)	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Total Sanitary Sewer	\$ 650,000	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 705,000
Public Facilities							
PF-1 Citywide IT/Security Upgrades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PF-2 Civic Center Campus Improvements	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,000
PF-3 Public Works Service Facility	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Total Public Facilities	\$ 515,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515,000
TOTAL CAPITAL EXPENDITURES	\$3,065,000	\$11,985,000	\$12,605,000	\$3,875,000	\$3,325,000	\$5,555,000	\$40,410,000
Annual Cap Check:	\$2,265,000	\$1,780,000	\$1,105,000	\$2,925,000	\$3,325,000	\$4,755,000	

City of Edgewood 2026 - 2031 Capital Improvement Plan

Project	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	2031 Estimate	Totals
CAPITAL REVENUE SOURCES:							
Surface Water Fees	\$ 687,895	\$ 905,000	\$ 470,000	\$ 100,000	\$ 175,000	\$ 100,000	\$ 2,437,895
Other Surface Water Grant Revenue	\$ 172,105	\$ 25,000	\$ 25,000	\$ 175,000	\$ 25,000	\$ 25,000	\$ 447,105
Est. Interagency Participation (SW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Impact Fees	\$ 150,000	\$ 3,195,000	\$ 3,498,000	\$ 1,327,500	\$ 1,012,500	\$ 929,250	\$ 10,112,250
Transportation Grant Revenue	\$ 259,500	\$ 350,000	\$ -	\$ 1,000,000	\$ 1,075,000	\$ 2,000,000	\$ 4,684,500
REET (1 st 1/4% - Gen. Fund Capital)	\$ 25,000	\$ 25,000	\$ 40,000	\$ 197,500	\$ 327,500	\$ 240,750	\$ 855,750
REET (2 nd 1/4% - Pub. Works Capital)	\$ 590,500	\$ 300,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,890,500
Park Impact Fees	\$ 390,000	\$ 300,000	\$ 112,000	\$ -	\$ 50,000	\$ 850,000	\$ 1,702,000
Parks Grant Revenue	\$ 115,000	\$ 2,550,000	\$ 2,932,500	\$ 242,250	\$ -	\$ -	\$ 5,839,750
Capital Parks Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Fees	\$ 650,000	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 705,000
Bonds / Loans (Future Debt Service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Zone Camera Fees	\$ 25,000	\$ 25,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 490,000
General Fund Xfer (Property/Sales/Utility Tax)	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
Anticipated Developer Participation	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 1,000,000	\$ 1,250,000
TOTAL CAPITAL RESOURCES	\$ 3,065,000	\$ 7,730,000	\$ 7,487,500	\$ 3,452,250	\$ 3,325,000	\$ 5,555,000	\$ 30,614,750

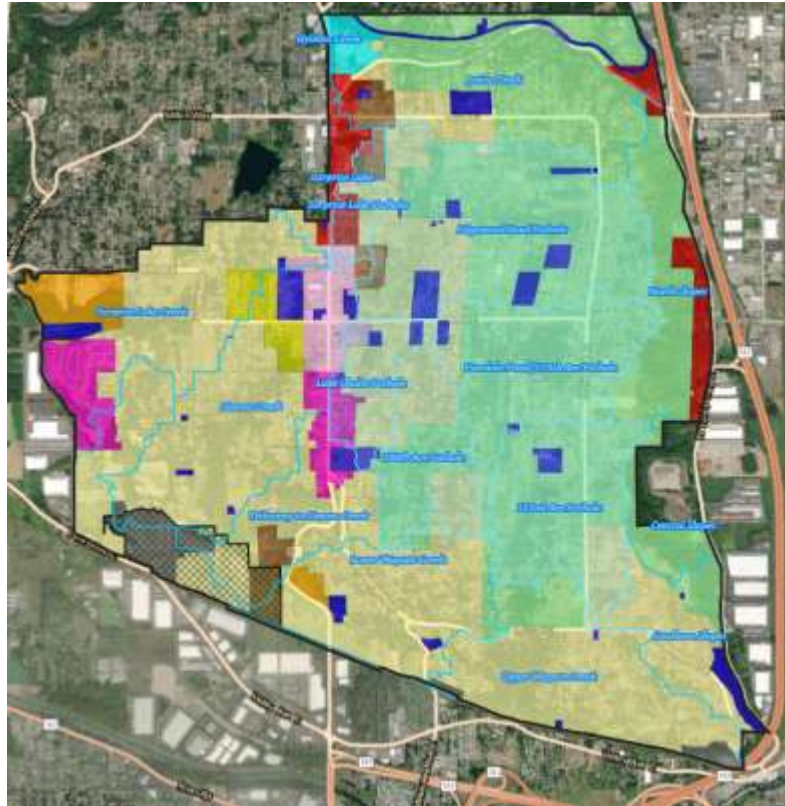
FUNDS NEEDED / (EXCESS) \$0 \$4,255,000 \$5,117,500 \$422,750 \$0 \$0 \$9,795,250

Capital Project Detail

Surface Water

Fund:
Surface Water Fund

Project Category:
Surface Water



Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Total 6-Year Project Budget: \$600,000

Funding Source:

- Surface Water Fees

Critical Milestones:

- Various projects will be identified, evaluated, prioritized, designed and constructed each year.

SW-1							
City Drainage Infrastructure Program / Spot Improvements							
Total Project Budget:		\$600,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Masterplan	-	-	-	-	-	-	-
Planning/Design	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$90,000
Construction	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$510,000
Total Expenditures	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Revenue Sources:							
Grant Revenue (Ecology)							
REET 1 (Gen. Fund Capital)							
Surface Water Fees	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Total Revenues	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-2 – Mortenson Farm Regional Stormwater Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: In 2003, the City purchased the old twelve-acre Mortenson farm with Surface Water Funds as a site for future stormwater quality enhancements and possible park use. Improvements are planned to enhance the water quality of Surprise Lake Creek before it leaves the City of Edgewood, thereby improving the health of the Hylebos Creek watershed. Restoration of the stream channel will create salmon rearing and spawning habitat, which is now more accessible to fish thanks to the City of Fife's improvements along Freeman Road. Efforts to decrease base flows leaving the site are planned by expanding and enhancing wetland areas on the site. This restoration may be complemented by a passive trail or boardwalk in the future, if funds and regulations allow.

The City has coordinated with the Washington State Department of Transportation (WSDOT) regarding the use of the property as a wetland impact mitigation site for the construction of the SR 167 Gateway Project (*construction underway*). An Interlocal Agreement was executed in September 2021 formalizing terms, property transfer was authorized in October 2021, and we do not expect the property to be returned to the City until at least 2035. The City's remaining contribution to the WSDOT project of \$324,000 as cash payment was authorized in 2023 and paid in 2024.

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.4:** Design and locate capital facilities with features and characteristics that support the environment, energy-efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Enhancing the natural environment will reduce uncontrolled stormwater runoff and help protect sensitive salmon bearing streams and wetlands.

Total 6-Year Project Budget: N/A

Funding Sources:

- Property Value (In-Kind)
- Surface Water Utility Fund

Critical Milestones:

- 2035 (est): Property transfer from WSDOT to City

**NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT
WAITING ON WSDOT SR-167 GATEWAY PROJECT COMPLETION
AND RETURN OF PROPERTY TO THE CITY FOR FUTURE USE**

SW-3 – Jovita Creek Regional Improvement Feasibility Study

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: As identified in the 1997 Surface Water Management Plan, this project includes preparation of an Engineering Feasibility Study for the design and construction of a regional retention/detention pond to reduce peak flow rates within the Jovita Creek basin. Other elements to be considered in the study include slope stability measures (i.e. piped slope drains) and property / easement acquisition.

The study will address known basin-wide flow control and water quality issues (i.e., TMDL for Fecal Coliform), identify possible location(s) for development of a regional facility, costs of property acquisition and development, and the environmental impacts associated with its construction.

Implementation of a regional facility will require the cooperation of multiple local agencies, including the City of Pacific and King County. Piped slope drains can be implemented completely within the City of Edgewood. **Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.**

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Enhancing the natural environment will reduce uncontrolled stormwater runoff.

Total 6-Year Project Budget: \$0

Funding Sources:

- Grant Revenue (*to be determined*)
- Inter-Agency Participation

Critical Milestones:

- After 2031 – Planning/Design
- After 2031 – Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

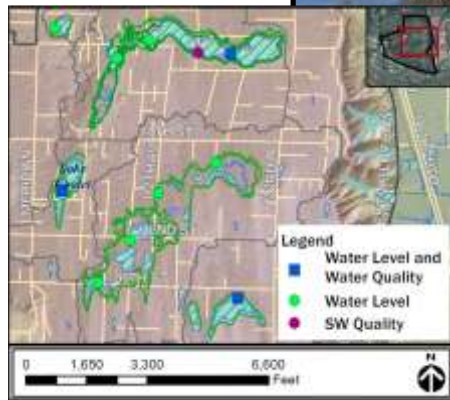
SW-4 – Edgewood Pothole Pilot Project Feasibility Assessment (Water Quality / Treatment)

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: The City of Edgewood has six closed depression basins that retain stormwater runoff and flood during winter months. Before removing flood waters, data is needed to determine the water quality treatment needs in each pothole.

This feasibility assessment will evaluate: 1) whether an advanced stormwater treatment facility can adequately treat stormwater in these basins, and 2) the volume of water that can be adequately treated. First, water elevation and water quality data will be collected to evaluate conditions at the candidate site, Walker Pond at 16th St E and 110th Ave E. A conceptual design for an advanced bioretention treatment facility will then be developed based on collected monitoring and hydraulic modeling data. Throughout the project, public and advisory group meetings will be held to inform the public and stakeholders about project progress and findings. **Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.**

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **NA.5:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **LU.7:** Promote development that respects and preserves the natural environment.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **U.3:** Work with regional partners to address regional utility issues.

Service Impact: Understanding the water quality impacts from growth and development will help guide preservation of the natural environment.

Total 6-Year Project Budget: \$0

Funding Sources:

- Surface Water Fees

Critical Milestones:

- After 2031 – Data Collection / Design / Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

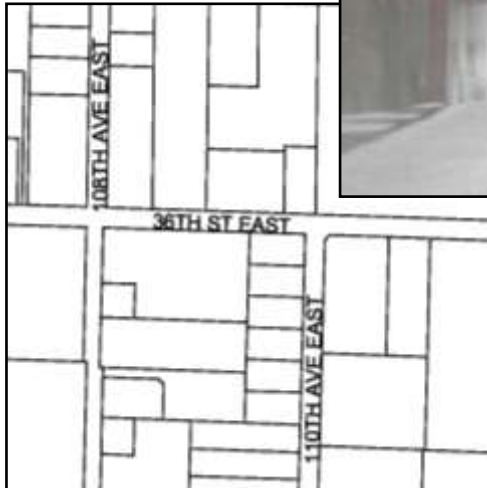
SW-5 – 108th Avenue East / 36th Street East Road Flooding

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located at 108th Ave. E. / 36th St. E. intersection approximately 500 feet in all directions. During heavy rains, this area is prone to flooding where the entire roadway ends up being underwater. Roadway intersection and adjoining streets routinely flood during wet winters resulting in the closure of the roadways for long periods of time. An engineering feasibility study is needed to assess alternatives for raising the intersection and adjoining streets to prevent roadway flooding. Pursuant to the City's project prioritization scoring system, construction funding for this project has been delayed to after 2031.

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Improvements to this area are necessary to prevent prolonged closure of the roadway during wet winter months. This project will also help to prevent localized flooding.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- PC Flood Control Opportunity Fund
- Surface Water Fees

Critical Milestones:

- 2029 – Planning/Design
- After 2031 – Construction

SW-5 108th Ave E / 36th St E Flooding							
Total Project Budget:		\$150,000					
No funding available to construct in 6-year plan, need to seek grant funds							
Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Planning/Design				\$150,000			\$150,000
Construction							\$0
Total Expenditures	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Revenue Sources:							
PCFCZD Opp Fund (Grant)				\$150,000			\$150,000
Surface Water Fees							\$0
Total Revenues	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
General Fund Impacts:	-	-	-	-	-	-	\$0

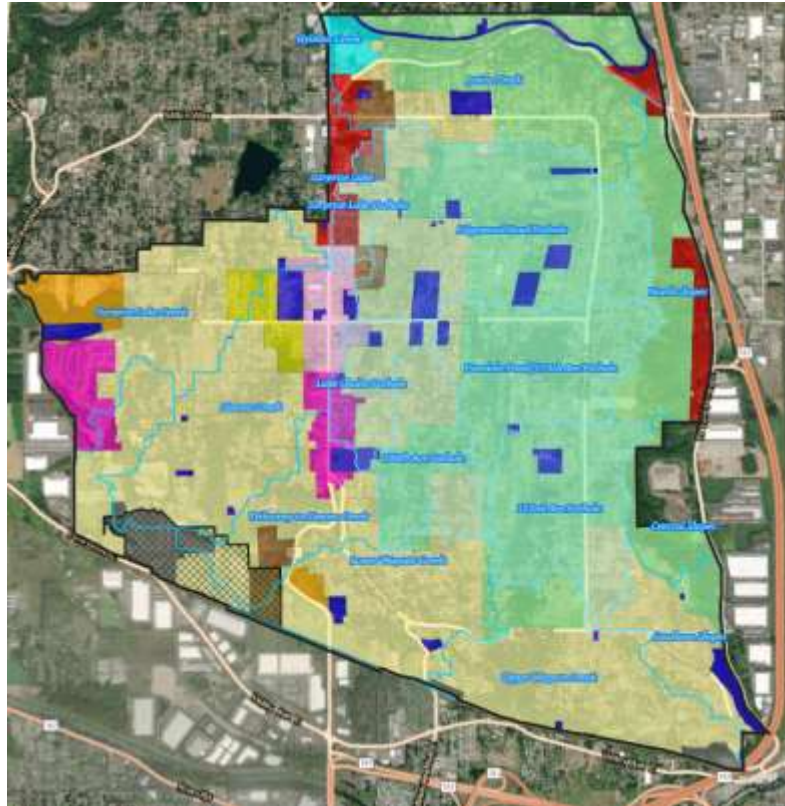
SW-6 – Surface Water Management Plan Update (including Stormwater Comprehensive Plan Update)

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: Regular updates to the City's Surface Water Management Plan are required to address multiple NPDES Phase II permit conditions and deadlines. The City's current plan was updated and adopted in 2018, reflecting recent changes in local, state and federal requirements for stormwater management. A component of this update considers basin-level planning and targeted development standards to determine how to best address pothole flooding issues throughout the City. Also, the current NPDES permit requires annual updates to the SWMP and reporting to DOE and the citizens.

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **U.1:** Ensure the location and design of utility facilities meets the community's needs.
- **U.3:** Work with regional partners to address regional utility issues.

Service Impact: An updated city-wide plan is needed to ensure adequate service for existing and future development.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- Dept. of Ecology Capacity Grant
- Surface Water Fees

Critical Milestones:

- *Last Comprehensive Surface Water Management Plan Update: 2018*
- Initial Basin-Level Planning – 2021/2022
- **Annual Updates/Reporting Ongoing**

SW-6							
Surface Water Management Plan Update <i>(Including Stormwater Comprehensive Plan Update)</i>							
Total Project Budget:		\$150,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Master Plan	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Planning/Design							
Construction							
Total Expenditures	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Revenue Sources:							
DOE Capacity Grant	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Surface Water Fees							\$0
Total Revenues	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
General Fund Impacts:	-	-	-	-	-	-	-

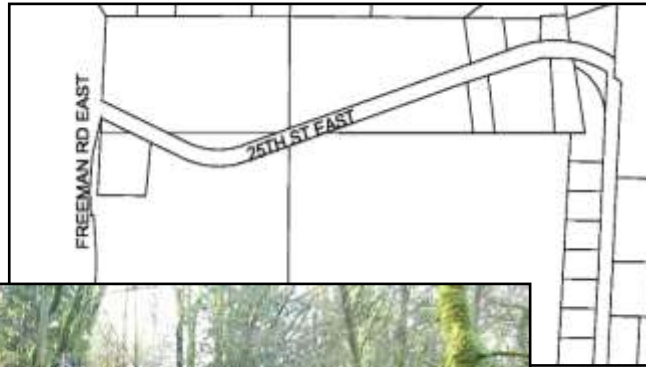
SW-7 – 25th Street East Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located along the abandoned segment of 25th Street East between the recently installed cul-de-sac and Westridge Parkway. Work being considered includes construction of a thickened edge curb, catch basins, and piped road crossings to control drainage along the north side / slope. Work will also include restoration of the ditch along the south side, and possible relocation / consolidation of outfalls along the north side with slope drains piped to the bottom of the hill. This work is recommended in order to stabilize and repair slide damage to prevent slides along roadway, shoulder erosion and roadway flooding.

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: This project will reduce downhill erosion and sliding of embankments. However, this section of roadway was closed in 2015, when Westridge Parkway was opened connecting 86th Avenue East to Freeman Road in Fife.

Total 6-Year Project Budget: \$235,000

Funding Source:

- Surface Water Fees

Anticipated Milestones:

- 2027 — Design
- 2028 — Construction

SW-7 25th St. E. Drainage Improvements							
Total Project Budget:		\$235,000 <i>Need to evaluate need for this project - ranks higher than SW-9, but that one is almost ready for construction</i>					
Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Planning/Design		\$35,000					\$35,000
Construction			\$200,000				\$200,000
Total Expenditures	\$0	\$35,000	\$200,000	\$0	\$0	\$0	\$235,000
Revenue Sources:							
PCFCZD Opp Fund							\$0
Surface Water Fees		\$35,000	\$200,000				\$235,000
Total Revenues	\$0	\$35,000	\$200,000	\$0	\$0	\$0	\$235,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-8 – Lake Chalet Pothole Flood Reduction Project

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: While historically Lake Chalet has discharged to Simon's Creek, development over the last several decades has apparently blocked that pathway and Lake Chalet has become a closed depression pothole. As a result, seasonal rainfall events lead to flooding of public streets and private property adjacent to Lake Chalet, including flooding of 29th Street E.

Three options were considered: 1) pumped discharge, 2) gravity overflow, and 3) horizontal directional drilling / siphon. In 2020, the City acquired property in the vicinity of Lake Chalet to help facilitate this project. Due to a nearby development proposal and coordination opportunity, the City has designed a gravity overflow system which will collect and convey water from the corner of 29th St E and 103rd Ave Ct E to Meridian Ave E, then north to the existing stormwater facility's discharge that flows to Simons Creek.

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.5:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.

Service Impact: Protecting adjacent property from flooding will lower impacts to associated septic systems, thereby enhancing water quality in the existing natural environment.

Total 6-Year Project Budget: \$285,000

Funding Sources:

- PC Flood Control Opportunity Fund
- Surface Water Utility Fees

Critical Milestones:

- 2021/2022 – Data Collection
- 2023-2026 – Design/Construction

SW-8							
Lake Chalet Pothole Flood Reduction Project							
Total Project Budget:		\$285,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Masterplan							\$0
Planning/Design							\$285,000
Construction	\$285,000						
Total Expenditures	\$285,000	\$0	\$0	\$0	\$0	\$0	\$285,000
Revenue Sources:							
PCFCZD Opp Fund (Grant)	\$147,105						\$147,105
Surface Water Fees	\$137,895						\$137,895
Total Revenues	\$285,000	\$0	\$0	\$0	\$0	\$0	\$285,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-9 – 24th Street East / 112th Avenue East Intersection Seasonal Ponding

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: Due to lack of existing piped conveyance, surface water collects at the northeast corner of 24th Street East and 112th Avenue East during wet weather periods, creating a safety hazard for vehicles and pedestrians. Both 24th and 112th are classified as arterial roadways, being primary routes for traffic through the City. To the west of this intersection, the existing ditch on the north side of 24th is very deep and the shoulder experiences erosion that threatens the road prism.

This project will provide a new piped conveyance for surface water flows along the north side of 24th Street East between 111th Avenue East and 112th Avenue East, eliminating the seasonal ponding and filling the deep ditch described earlier. By eliminating the ditch, this work helps prepare for future pedestrian improvements along the north side of 24th between 110th and 112th.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.

Applicable Comprehensive Plan Goals –

- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.
- **U.1:** Ensure the location and design of utility facilities meets the community's needs.

Service Impact: Completing this segment of the collection and conveyance system will prevent water from ponding on the road surface and adjacent private property during the wet season.

Total 6-Year Project Budget: \$0

Funding Sources:

- Surface Water Fees

Critical Milestones:

- 2018/2019 - Design
- After 2031 - Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

SW-10 – 108th Avenue East (8th Street East to 16th Street East) Neighborhood Flooding

Fund:

Surface Water Fund

Project Category:

Surface Water

Project Description: A sub-basin of the Edgewood Bowl closed-depression pothole, this area experiences seasonal flooding on several private properties due in part to surface water flows leaving 108th Avenue East. The City asked their consultant, Gray & Osborne, to prepare a Hydrologic Surface Water Report in January 2017, analyzing the neighborhood and its surface water characteristics.

This project will take the conclusions in this report and perform the next steps needed to design and construct an appropriate conveyance improvement. The budget estimate considers costs for acquisition of easement(s) and coordination with other planning efforts in the Edgewood Bowl closed depression pothole.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.



Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **U.1:** Ensure the location and design of utility facilities meets the community's needs.

Service Impact: Reduces the impact of uncontrolled stormwater runoff on private properties and associated septic systems.

Total 6-Year Project Budget: \$0

Funding Sources:

- Surface Water Fees

Critical Milestones:

- After 2031 – Design
- After 2031 – Easement Acquisition
- After 2031 – Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

SW-11 – Jovita Boulevard Rehabilitation

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located on Jovita Boulevard from 114th Avenue East to West Valley Highway (approximately 5,400 lf.).

The project considers the reconstruction of the existing roadway, redefining of roadway alignment and superelevation in spots, additional slope protection (guardrails), stream protection, installation of additional seismic wall(s) to deter landslides, new storm drainage conveyance installation, and re-establishment of the roadway prism and shoulders. Since two seismic walls and associated drainage were constructed during the winter of 2016 / 2017, this project's priority has been lowered, but recent efforts to prioritize and fund the Interurban Trail may support this project. **Therefore, funding for this project has been removed from the six-year CIP pending design and construction of the Interurban Trail project.**

Applicable Comprehensive Plan Goals –

- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project is necessary to assess remaining problems and identify a solution to this stabilization problem.

Total 6-Year Project Budget: TBD

Funding Sources:

- Surface Water Fees
- Grant Revenues (*to be determined*)

Critical Milestones:

- TBD – Planning / Design
- TBD – Construction

**NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT
WAITING ON DESIGN OF INTERURBAN TRAIL PROJECT**

SW-12 – Flood Reduction Plan for Closed Depression Basins

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: More information is needed to evaluate and select the best solution to flooding problems within Edgewood’s closed depression pothole basins, and the Edgewood Bowl is the largest of these (pictured above). Individual characteristics that need to be understood before developing a viable flood control plan include base flood elevation (high water surface), available storage volume, the existing stormwater conveyance network, and overall basin characteristics.

Monitoring data and findings from the feasibility assessment for the Edgewood Bowl pothole will be used to develop a continuous hydrologic and hydraulic model of the existing conditions, then used to develop and evaluate different solution alternatives. An initial report will be developed describing the pothole characteristics, modeling results and the alternatives. At least one meeting will be held with the public to discuss results, alternatives considered and recommendations. The solutions will be compared, and the best alternative will be selected. The models will also be used as the basis for a flood study to update FEMA maps of the potholes and potentially result in a letter of map revision (LOMR) for each pothole.

Pursuant to the City’s project prioritization scoring system, funding for this project has been delayed to 2027, focusing on the Edgewood Bowl first, then Pinedale Pond.

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **U.1:** Ensure the location and design of utility facilities meets the community’s needs.
- **U.3:** Work with regional partners to address regional utility issues.

Service Impact: Flooding conditions continue to worsen as development occurs in the City’s closed depression basins without a viable solution.

Total 6-Year Project Budget: \$340,000

Funding Sources:

- Surface Water Fees

Critical Milestones:

- 2027/2028 – Planning / Design

SW-12

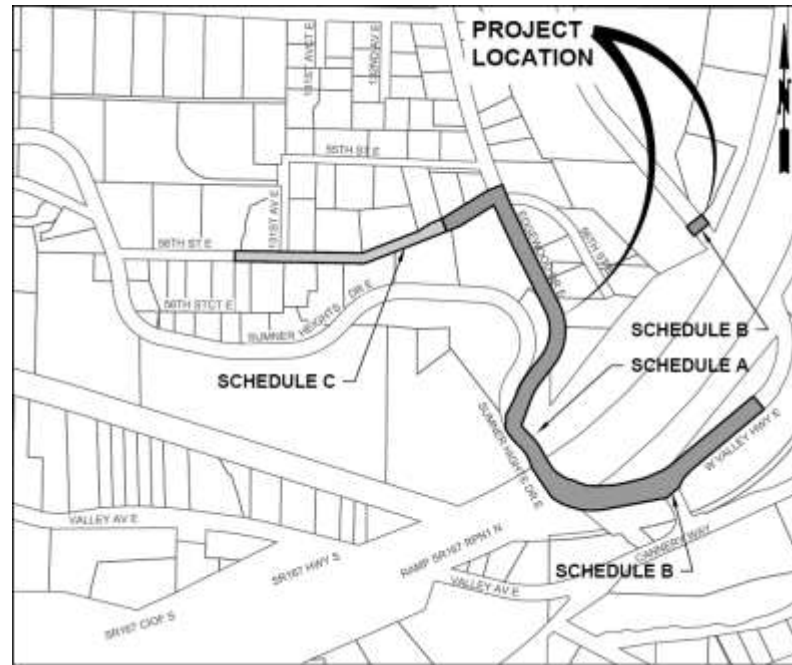
Flood Reduction Plans for Closed Depression Basins

Total Project Budget: \$340,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Masterplan							
Planning/Design		\$170,000	\$170,000				\$340,000
Construction							
Total Expenditures	\$0	\$170,000	\$170,000	\$0	\$0	\$0	\$340,000
Revenue Sources:							
Grant Revenue (DOE)							
Grant Revenue (TBD)							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Surface Water Fees		\$170,000	\$170,000				\$340,000
Total Revenues	\$0	\$170,000	\$170,000	\$0	\$0	\$0	\$340,000
General Fund Impacts:	-	-	-	-	-	-	-

Fund:
Surface Water Fund

Project Category:
Surface Water



This project will install necessary surface water conveyance improvements along the entire length of road described above, converting an existing ditch line along Edgewood Drive into a culvert, improving traffic safety with widened travel lanes and new curbing, and increasing the conveyance capacity of the culvert and ditch system along Sumner Heights Drive to its destination at West Valley Highway in the City of Sumner. The conveyance along West Valley Highway will also be improved, including replacement of an existing culvert at the end of its service life with an outfall into WSDOT right-of-way.

- **NA.2:** Protect and enhance water quality and hydrological functions.
- **LU.8:** Promote the quality, character and function, and a welcoming sense of place for residential neighborhoods.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.
- **U.2:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.

Total 6-Year Project Budget: \$950,000

- Surface Water Utility Fees

- 2019/2020 – Full Project Design
- 2021 – Intersection Construction (Sumner Heights Dr / Edgewood Dr)
- 2026 – Edgewood Dr (South of 56th)
- 2027+ – Remainder of Project

SW-13

56th St E / Edgewood Dr E Drainage Improvements**Total Project Budget:** \$950,000 *Cost Estimate Last Updated 04/2024, start pending PW staff bandwidth*

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Masterplan							
Planning/Design		\$50,000					\$50,000
Construction	\$350,000	\$550,000					\$900,000
Total Expenditures	\$350,000	\$600,000	\$0	\$0	\$0	\$0	\$950,000
Revenue Sources:							
REET 1 (Gen. Fund Capital)	\$ -	\$ -					\$0
REET 2 (Pub. Works Capital)	\$ -	\$ -					\$0
Surface Water Fees	\$ 350,000	\$ 600,000					\$950,000
Total Revenues	\$350,000	\$600,000	\$0	\$0	\$0	\$0	\$950,000
General Fund Impacts:	-	-	-	-	-	-	-

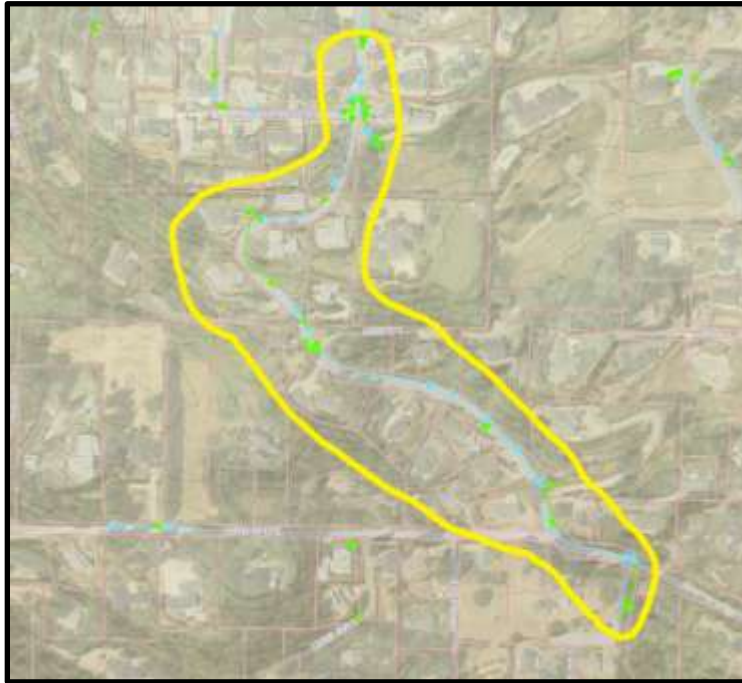
SW-14 – Monta Vista Drive E Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project has been on the City's Spot Improvement Program for many years, but significant stormwater flows and velocities have caused more frequent maintenance issues in recent years. Due to the scope of improvements needed, this project has been elevated from the Spot Improvement Program to the Capital Improvement Program.

This project will install necessary surface water conveyance improvements along the stretch of Monta Vista between 51st St E and 53rd St Ct E, converting the existing ditch line into a culvert, replacing damaged and failing culverts with a new system meeting present-day design and construction standards, and improving traffic safety with widened travel lanes and new curbing.

Pursuant to the City's project prioritization scoring system, funding for completing design on this project has been delayed to after 2031.

Applicable Comprehensive Plan Goals –

- **NA.2:** Protect and enhance water quality and hydrological functions.
- **LU.8:** Promote the quality, character and function, and a welcoming sense of place for residential neighborhoods.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.
- **U.2:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.

Service Impact: Surface water inundation and trespass as a result of increasing seasonally significant storm event frequency will continue to impact adjacent residences and roadways without this project.

Total 6-Year Project Budget: \$0

Funding Source:

- Surface Water Utility Fees

Critical Milestones:

- 2021-2023 – Initial Design
- After 2031 – Final Design / Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

SW-15 – 48th St E / 127th Ave E Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water

Project Description: Runoff along 48th St E collects in an existing ditch on the north side of the road, flows east toward 127th Ave E, then north toward Caldwell Rd E. The ditch is very shallow at the corner of 48th and 127th, with seasonal flows threatening to cross the road and impact adjacent driveways and homes. Due to the scope of improvements needed, this project has been elevated to the Capital Improvement Program.

This project will install necessary surface water conveyance improvements along 48th St E and 127th Ave E, converting some existing ditch to culvert pipes, meeting present-day design and construction standards, and providing some traffic safety benefit with a widened travel lane and new curbing.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.



Applicable Comprehensive Plan Goals –

- **NA.2:** Protect and enhance water quality and hydrological functions.
- **LU.8:** Promote the quality, character and function, and a welcoming sense of place for residential neighborhoods.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.
- **U.2:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.

Service Impact: Surface water inundation and trespass as a result of increasing seasonally significant storm event frequency will continue to impact adjacent residences without this project.

Total 6-Year Project Budget: \$0

Funding Source:

- Surface Water Utility Fees

Critical Milestones:

- After 2031 – Design/Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

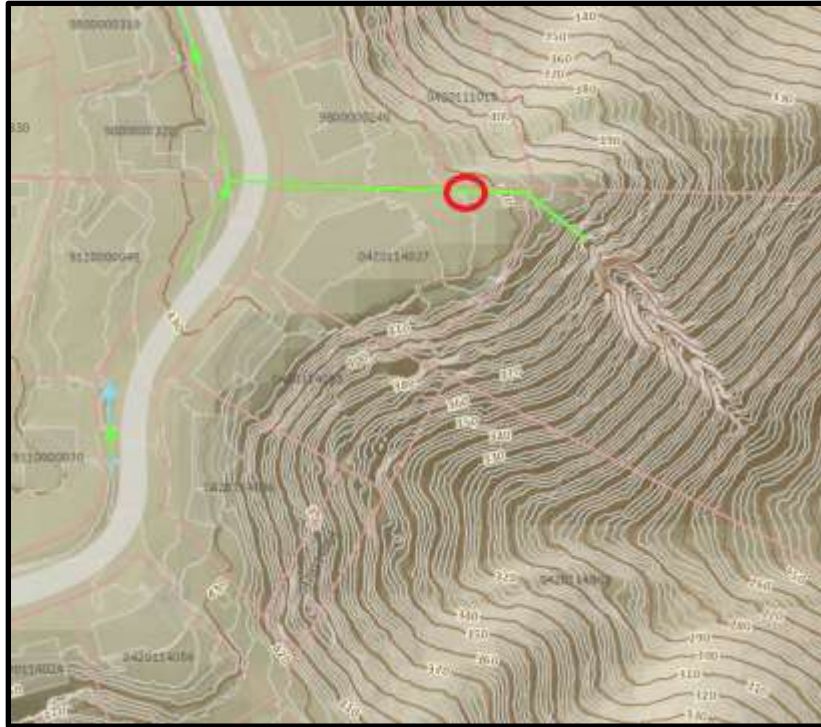
SW-16 – Top O' Valley Outfall - Replace Failed Pipe

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: The City was recently made aware of a failed culvert pipe on private property at 2407 126th Ave Ct E that conveys surface water runoff from the public roadway to a drainage course flowing downhill to the east. Due to the scope of improvements needed, this project was added to the Capital Improvement Program in 2024.

This project will replace the failed culvert with a new piped system to improve long-term maintenance, meeting present-day design and construction standards.

Applicable Comprehensive Plan Goals –

- **NA.2:** Protect and enhance water quality and hydrological functions.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.
- **U.1:** Ensure the location and design of utility facilities meets the community's needs.
- **U.2:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.

Service Impact: The existing culvert has already failed, creating a sinkhole in the rear yard of an existing residence. Without this project, this sinkhole may increase in size and create a significant hazard for the property owner.

Total 6-Year Project Budget: \$100,000

Funding Source:

- Surface Water Fees

Critical Milestones:

- 2025-2026 – Design / Construction

SW-16							
Top O' Valley Outfall - Replace Failed Pipe							
Total Project Budget:		\$100,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Masterplan							\$0
Planning/Design	\$0						\$0
Construction	\$100,000						\$100,000
Total Expenditures	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Revenue Sources:							
Grant Revenue (DOE)							
Grant Revenue (TBD)							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Surface Water Fees	\$100,000						\$100,000
Total Revenues	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
General Fund Impacts:	-	-	-	-	-	-	-

DRAFT

Transportation

T-1 – Citywide Road Preservation Program (TIP No. 6)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Project A-2



Project Description: The City's Road Preservation Program is designed to maintain the City's road system to the highest condition rating with the funds available using asphalt overlays and surface chip seals, and this work is performed in conjunction with Pierce County's annual maintenance program. Edgewood's Public Works Department provides project administration, construction oversight, quality review and final acceptance.

From 2014 to 2024, the City averaged approximately 4 road-miles of chip sealing each year. The Council had authorized transfers of the second 0.25% of Real Estate Excise Tax (REET2) to help fund this program since 2006. **Based on a reduction of REET2 receipts since 2023, the six-year forecast for this program has been scaled back to stay within projected revenue constraints, and no chip sealing was performed in 2025.**

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.8:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This program is needed to maintain the road quality and extend the life span of the City's existing roadway network.

Total 6-Year Project Budget: \$1,300,000

Funding Source:

- Real Estate Excise Taxes

Critical Milestones:

- The program takes place annually during the summer construction period (June – Sept)

T-1

Citywide Road Preservation Program (TIP No. 6)**Total Project Budget:** \$ 1,300,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design							
Construction	\$ 150,000	\$ 150,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,300,000
Total Expenditures	\$ 150,000	\$ 150,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,300,000
Revenue Sources:							
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REET 2 (Pub. Works Capital)	\$ 150,000	\$ 150,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,300,000
TIB Grant Revenue							
PSRC Grant Revenue							
Total Revenues	\$150,000	\$150,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,300,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-2 – Citywide Traffic Safety Program (TIP No. 9)

Fund:

General Fund

Project Category:

Transportation

**Comprehensive Plan
Transportation Element
Project A-3**

Project Description: This program is an annual review and safety assessment of existing facilities, evaluating the need to install miscellaneous signage, crosswalks, lighting and pavement markings. Other improvements may include: pedestrian landing pads and/or shelters for school bus stops, bus turnouts / pull-outs, improved traffic signage, flashing beacons, sidewalks, or improvements as needed to resolve other miscellaneous safety hazards that are identified.

Due to limited general fund revenues, the six-year forecast for this program has been scaled back to stay within projected budget constraints.

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Neighborhood traffic calming projects, safety projects and reconstruction of ADA deficiencies.

Total 6-Year Project Budget: \$200,000

Funding Source:

- School Zone Camera Fees

Critical Milestones:

- Annual allocation for utilizing funds for pedestrian improvement projects, as well as identified pedestrian safety issues that arise.

T-2

Citywide Traffic Safety Program (TIP No. 9)**Total Project Budget:** \$ 200,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design & Construction	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
Total Expenditures	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
Revenue Sources:							
Grant Revenue							
School Zone Camera Fees	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Total Revenues	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
General Fund Impacts:	-	-	-	-	-	-	-

T-3 – Meridian & 12th/13th Intersection Improvements (TIP No. 13)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project R-6



Project Description: The City's Transportation Concurrency Model identifies the intersection of Meridian and 13th St Ct E as deficient, having a Level of Service (LOS) of F. As described in the City's latest Annual Concurrency Report, this is a two-way stop controlled intersection that is "expected to experience excessive side street delay on the EB and WB legs for vehicles making left turns onto Meridian Avenue." To address this deficiency, this project was added to the Annual Transportation Improvement Plan (TIP) as Project No. 14. As discussed further in the report:

"Given the completion of the parallel road segment between 10th Street and 13th Street on the east side of Meridian, future intersection improvements at either 12th Street or 13th Street will allow vehicles to safely access Meridian Avenue from the east, negating the need for improvements at both intersections. Further study is needed to determine which intersection should be improved."

This project will complete said study, design the appropriate improvement(s), and fund the construction thereof. The budget included herein is preliminary, based on information available at this time. **The City was awarded a grant in 2024 for the design effort to be completed in 2027.**

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.7:** Eliminate all fatal and serious injury crashes that occur on the City transportation system by 2044.
- **T.8:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.10:** Develop transportation solutions that align with the state and multi-county policies that protect the environment.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: This project will address and correct the existing level of service deficiency, thereby allowing continued growth and development of nearby property consistent with the comprehensive plan vision and goals.

Total 6-Year Project Budget: \$4,650,000

Funding Sources:

- Real Estate Excise Taxes
- Traffic Impact Fees
- Grant Revenues (PSRC/TBD)

Critical Milestones:

- 2027 – Design
- 2029/2030 – Construction

T-3

Meridian & 12th/13th Intersection Improvements (TIP No. 13)**Total Project Budget:** \$ 4,650,000*Design in 2027 is PSRC Grant Funded, could be advanced if funds are available early; Construction Not Yet Funded*

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design		\$ 500,000					\$ 500,000
Construction				\$ 2,150,000	\$ 2,000,000		\$ 4,150,000
Total Expenditures	\$ -	\$ 500,000	\$ -	\$ 2,150,000	\$ 2,000,000	\$ -	\$ 4,650,000
Revenue Sources:							
Grant Revenue (PSRC/TBD)		\$ 350,000		\$ 1,000,000	\$ 1,000,000		\$ 2,350,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)				\$ 107,500	\$ 100,000		\$ 207,500
REET 2 (Pub. Works Capital)							
Traffic Impact Fees		\$ 150,000		\$ 1,042,500	\$ 900,000		\$ 2,092,500
Total Revenues	\$0	\$500,000	\$0	\$2,150,000	\$2,000,000	\$0	\$4,650,000
General Fund Impacts:	-	-	-	-	-	-	\$ -

T-4 – Chrisella Road East Safety Improvements (TIP No. 5)

Fund:

General Fund

Project Category:

Transportation

**Comprehensive Plan
Transportation Element
Project PED-17**

Project Description: As described in the current Comprehensive Plan, this project will “improve markings, signage, lighting, sight distance, and possible traffic calming measures, add sidewalk, curb, gutter to both sides of roadway”. All-way stop control has already been established at the intersection with 48th Street East per Resolution 18-0405. The budget contained herein includes work needed for retaining wall and guardrail upgrades / repair between 48th Street East and the southerly city limits.

Pursuant to the City’s project prioritization scoring system, funding for this project has been delayed to after 2031.

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.3:** Provide a safe and interconnected systems of walkways, sidewalks and trails.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Chrisella is a well-established bypass for southbound SR-161 traffic. Steep topography and narrow sections of roadway limits driver sight distance. With no sidewalks, pedestrian capacity is very limited.

Total 6-Year Project Budget: \$0

Funding Sources:

- Traffic Impact Fees
- Grant Revenues (to be determined)
- Real Estate Excise Taxes

Critical Milestones:

- After 2031 – Planning/Design/Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

T-5 – Edgewood Drive East Safety Improvements (TIP No. 4)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Project PED-21



Project Description:

As described in the current Comprehensive Plan, this project will include “roadway widening, curb and gutter, stormwater system and pedestrian walkway.” This budget includes design and construction of said improvements for Edgewood Drive, from 48th St E to 56th St E. Repair of the intersection at the south end of Edgewood Drive was completed in 2019 (near the City of Sumner boundary), thanks in part to a TIB grant.

Pursuant to the City’s project prioritization scoring system, funding for the remainder of this project has been delayed to after 2031.

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.3:** Provide a safe and interconnected systems of walkways, sidewalks and trails.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Edgewood Drive is a well-established bypass for southbound traffic coming out of King County. Steep topography and narrow sections of roadway limits driver sight distance. With no sidewalks, pedestrian capacity is very limited.

Total 6-Year Project Budget: \$0

Funding Source:

- Real Estate Excise Tax
- Traffic Impact Fees
- Grant Revenues (to be determined)

Critical Milestones:

- After 2031 – Design/Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

T-6 – Transportation Engineering / Plan Support

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Project A-1



Project Description: Annual program to maintain/update pavement management system, road standards and traffic model.

Due to limited general fund revenues, the six-year forecast for this program has been scaled back to stay within projected budget constraints.

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.8:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.

Service Impact: Due to limited in-house staffing, on-call transportation engineering services are needed.

Total 6-Year Project Budget: \$200,000

Funding Source:

- General Fund

Critical Milestones:

- Annual funding for necessary transportation analysis.

T-6

Transporation Engineering / Plan Support**Total Project Budget:** \$ 200,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Master Plan							
Design	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
Right of Way							
Construction							
Total Expenditures	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
Revenue Sources:							
TIB Grant Revenue							
Grant Revenue							
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Impacts:	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000

T-7 – Meridian Avenue Phase 1 Improvements – 24th to 3400 Block (TIP No. 1)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation

Element

Project R-2



Project Description: As described in the current Comprehensive Plan, this project will widen Meridian to 4 lanes, add a multiuse path on both sides of Meridian, and construct a roundabout at 32nd Street East. The intersection of Meridian and 32nd is the only one currently identified as failing in the City's concurrency model without signalization, operating at a Level of Service (LOS) of F due to westbound movement delays. There are several dozen residents to the west that must use this un-signalized intersection as their only means of access. Also, existing utility poles located on the corners make right-turn movements difficult from Meridian to 32nd in each direction.

More details can be found in the Meridian Corridor Study, adopted by the City Council under Resolution 24-0741 in September 2024. **Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.**

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.3:** Provide a safe and interconnected systems of walkways, sidewalks and trails.
- **T.7:** Eliminate all fatal and serious injury crashes that occur on the City transportation system by 2044.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project will provide two continuous northbound through lanes of travel from Dechaux Rd E into King County, manage access to Meridian at 29th St E and 32nd St E, and extend critical pedestrian and bicycle infrastructure to Edgewood Community Park.

Total 6-Year Project Budget: \$0

Funding Sources:

- Real Estate Excise Taxes (REET)
- Traffic Impact Fees
- Grant Revenue (TBD)

Critical Milestones:

- After 2031 – Design/Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

T-8 – Meridian Avenue Phase 2 Improvements – 36th St E Vicinity (TIP No. 2)

Fund:

General Fund

Project Category:

Transportation

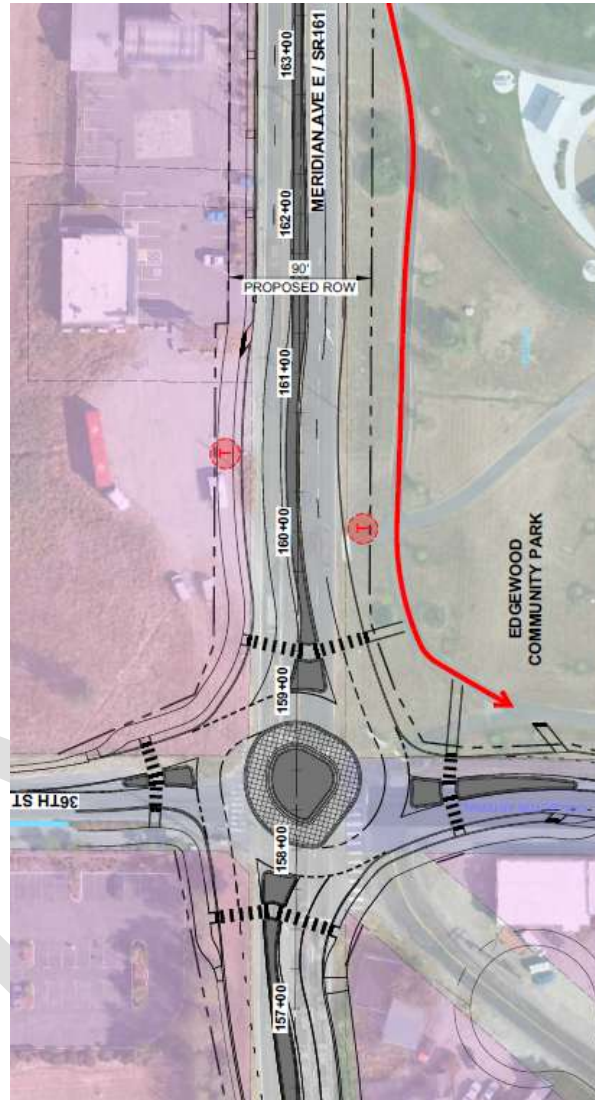
Comprehensive Plan Transportation Element Project R-3

Project Description: As described in the current Comprehensive Plan, this project will widen Meridian to 4 lanes, add a multiuse path on both sides of Meridian, and construct a roundabout at 36th Street East.

The current regional transportation plan indicates WSDOT plans to extend the 5-lane cross-section from its current terminus at 24th to 36th, but funding for this work has been delayed by the legislature to the year 2035 and beyond.

More details can be found in the Meridian Corridor Study, adopted by the City Council under Resolution 24-0741 in September 2024.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.



Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.8:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.

Service Impact: This project will replace an existing 5-leg intersection and signal with a new 4-leg roundabout and protected pedestrian crossings, improving safety by eliminating left-turns between 32nd and 36th by allowing u-turns.

Total 6-Year Project Budget: \$0

Funding Sources:

- Traffic Impact Fees
- Real Estate Excise Taxes

Critical Milestones:

- After 2031 – Design/Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

T-9 – Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Active Transportation

Projects

(BL, MUP, PED, TRAIL)

Project Description: This project attempts to address several of the projects listed in the current Comprehensive Plan, addressing various high priority pedestrian-oriented improvements.

For example, the City received grant funding in 2019 under this project from the Transportation Improvement Board (TIB) to complete gaps in the existing sidewalk network in the vicinity of 24th Street East and Meridian Avenue East, connecting developer projects with existing infrastructure along the Meridian Avenue East (SR-161) corridor.

Due to limited general fund revenues, the six-year forecast for this program has been scaled back to stay within projected budget constraints.



Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.3:** Provide a safe and interconnected systems of walkways, sidewalks and trails.
- **T.5:** Promote programs to encourage carpooling, transit and active transportation.
- **T.7:** Eliminate all fatal and serious injury crashes that occur on the City transportation system by 2044.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Separate pedestrians and cyclists from motor vehicular traffic throughout the city.

Total 6-Year Project Budget: \$350,000

Funding Sources:

- School Zone Camera Fees
- Traffic Impact Fees

Critical Milestones:

- Ongoing – Identify high-priority locations

T-9

Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)**Total Project Budget:** \$ 350,000*Need to evaluate source(s), keep for miscellaneous improvements and add distinct pedestrian projects to the list?*

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design	\$ 2,500	\$ 2,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 65,000
Right of Way							
Construction	\$ 22,500	\$ 22,500	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 285,000
Total Expenditures	\$ 25,000	\$ 25,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 350,000
Revenue Sources:							
TIB Grant Revenue							
WSDOT Grant Revenue							
School Zone Camera Fees	\$ 25,000	\$ 25,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 290,000
REET 1 (Gen. Fund Capital)			\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 60,000
REET 2 (Pub. Works Capital)							
Traffic Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$25,000	\$25,000	\$75,000	\$75,000	\$75,000	\$75,000	\$350,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-10 – Meridian Parallel Road Network Construction (TIP No. 11)

Fund:

General Fund

Project Category:

Transportation



Project Description: In an effort to encourage development of the overall Meridian Corridor, this project will annually review and identify critical segments of the Parallel Road Network for design and construction. This will help facilitate access and circulation along the corridor, in turn improving mobility and safety. At this time, the following priority segments have been identified:

- E-2: 104th Ave E (8th St E to 10th St E)
- **DELAYED** - E-16: 106th Ave E (32nd St E to 36th St E)
- **DELAYED** - E-7: 104th Ave E (16th St E to 18th St E)

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.2:** Develop a transportation system that enhances the delivery and transport of goods and services.
- **T.4:** Support improved transit coverage and service throughout the region to improve mobility options for Edgewood.
- **T.7:** Eliminate all fatal and serious injury crashes that occur on the City transportation system by 2044.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Improves the movement of people and freight through the Meridian corridor by providing managed access to adjacent property.

Total 6-Year Project Budget: \$4,630,000

Funding Sources:

- Traffic Impact Fees
- Real Estate Excise Taxes
- Grant Revenues (to be determined)

Critical Milestones:

- 2030 – Design
- 2031+ – Construction

T-10

Meridian Parallel Road Network Constr. - Various Seg's (TIP No. 11)**Total Project Budget:** \$ 4,630,000*Prioritization Matrix (2025): E-2, E-16(S), E-7, E-16(N), E-14*

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design					\$ 500,000		\$ 500,000
Right of Way							
Construction						\$ 4,130,000	\$ 4,130,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 4,130,000	\$ 4,630,000
Revenue Sources:							
TIB Grant Revenue						\$ 1,000,000	\$ 1,000,000
Grant Revenue (TBD)						\$ 1,000,000	\$ 1,000,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)					\$ 137,500	\$ 200,750	\$ 338,250
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fund					\$ 112,500	\$ 929,250	\$ 1,041,750
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 3,130,000	\$ 3,380,000
Developer Contribution					\$ 250,000	\$ 1,000,000	\$ 1,250,000
General Fund Impacts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-11 – 108th Ave E (north of 32nd St E) - Rebuild Failing Roadway

Fund:

General Fund

Project Category:

Transportation



Project Description: 108th Ave E north of 32nd St E is a dead-end public roadway in need of maintenance. There is only one known surface water facility on this block and it cannot keep up with intense rainfall events, causing localized flooding. In 2023 a failure of the roadway's subsurface was discovered and quickly filled, but that fix was only temporary. This project will gather information and prepare construction plans to repair and rehabilitate this roadway as needed to prevent any other unexpected failures.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to 2029.

Applicable Comprehensive Plan Goals –

- **T.8:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Repairs existing roadway, addresses existing deficiencies, and brings roadway up to modern standards.

Total 6-Year Project Budget: \$250,000

Funding Sources:

- Real Estate Excise Taxes
- Surface Water Utility Fees
- Grant Revenue (TBD)

Critical Milestones:

- 2029 – Design / Analysis
- 2030 – Construction

T-11

108th Ave E (north of 32nd St E) - Rebuild Failing Roadway**Total Project Budget:** \$ 250,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design				\$ 50,000			\$ 50,000
Right of Way							
Construction					\$ 200,000		\$ 200,000
Total Expenditures	\$ -	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ 250,000
Revenue Sources:							
TIB Grant Revenue							
Grant Revenue (TBD)					\$ 75,000		\$ 75,000
Surface Water Utility					\$ 75,000		\$ 75,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)				\$ 50,000	\$ 50,000		\$ 100,000
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fund							\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ 250,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-12 – 36th Street East Walkway Extension (TIP No. 12)

Fund:

General Fund

Project Category:

Transportation



Project Description: Design and construct a separated pedestrian pathway along 36th Street East, connecting the existing walkway that terminates at 110th Ave E to Edgewood Community Park at Meridian Ave E.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.7:** Eliminate all fatal and serious injury crashes that occur on the City transportation system by 2044.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Provides a continuous separated pedestrian walkway through a short gap encumbered by critical areas.

Total 6-Year Project Budget: \$0

Funding Sources:

- Grant Revenues (TBD)
- Traffic Impact Fees
- Real Estate Excise Taxes
- School Zone Camera Fees

Critical Milestones:

- After 2031 – Design/Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

T-13 – Caldwell & 129th Intersection Regrade

Fund:
General Fund

Project Category:
Transportation



Project Description: As shown in this picture taken in 2018, this intersection has a history of vehicles scraping due to a grade transition that exceeds modern design allowances. The City is no longer able to maintain the surface of 129th Ave E under the annual chip seal program as the contractor's equipment is unable to work on the surface. To resolve this issue, staff has developed a construction plan to repave the intersection and remove the non-compliant grade transition.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to 2027.

Applicable Comprehensive Plan Goals –

- **T.8:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Corrects a significant grade issue on an existing public roadway that causes vehicles to scrape the pavement surface regularly.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- Real Estate Excise Taxes

Critical Milestones:

- 2023 – Design Completed
- 2027 – Construction

T-13

Caldwell & 129th Intersection Regrade (TIP No. 15)**Total Project Budget:** \$ 150,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design							\$ -
Right of Way							\$ -
Construction		\$ 150,000					\$ 150,000
Total Expenditures	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Revenue Sources:							
TIB Grant Revenue							\$ -
Grant Revenue (TBD)							\$ -
School Zone Camera Fees							\$ -
REET 1 (Gen. Fund Capital)							\$ -
REET 2 (Pub. Works Capital)		\$ 150,000					\$ 150,000
Traffic Impact Fund							\$ -
Total Revenues	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
General Fund Impacts:	-	-	-	-	-	-	-

T-14 – 48th Street East Preservation Project

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project A-2



Project Description: One of the few remaining concrete panel surface roadways in Edgewood, 48th St E between 122nd Ave E and Edgewood Drive is in need of replacement. The existing surface is about 100 years old and too narrow for modern vehicles. The City was awarded a federal grant to resurface this roadway, with construction funds obligated in 2025.

Staff expects the construction contract to be awarded in October 2025, with construction complete by Summer 2026.

Applicable Comprehensive Plan Goals –

- **T.1:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.8:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.9:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project is needed to improve this road's quality and renew its design life span.

Total 6-Year Project Budget: \$300,000

Funding Sources:

- PSRC Grant Revenues (FHWA)
- Real Estate Excise Taxes

Critical Milestones:

- 2024 – Design
- 2025/2026 – Construction

T-14

48th St E Preservation Project**Total Project Budget:** \$ 300,000*Anticipating final paving, restoration and close-out to carryover into 2026*

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design							\$ -
Construction	\$ 300,000						\$ 300,000
Total Expenditures	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Revenue Sources:							
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)	\$ -						\$ -
REET 2 (Pub. Works Capital)	\$ 40,500						\$ 40,500
TIB Grant Revenue							
PSRC Grant Revenue	\$ 259,500						\$ 259,500
Total Revenues	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DRAFT

Parks

P-1 – Interurban Trail Phase III Design and Construction

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan

Project P-1



Project Description: Phase III involves the development of the Interurban Trail east of 114th Avenue East to West Valley Highway. This Phase of the Trail has several environmental and geotechnical challenges, the more challenging of which include steep slopes, Jovita Creek, and the need for at least one bridge. An alignment along Jovita Boulevard has been selected, aligning with recent work in the City of Pacific along Stewart Road under SR 167. 30% Design was completed in 2024, with the remaining design effort underway and funded with Park Impact Fees pursuant to Resolution 24-0739. **While nearly \$6 Million have been granted by outside agencies and non-profit organizations for this project's design and construction, the current funding gap is about \$10 Million.**



Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **LU.6:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **T.3:** Provide a safe and interconnected systems of walkways, sidewalks and trails.
- **T.5:** Promote programs to encourage carpooling, transit and active transportation.
- **T.10:** Develop transportation solutions that align with the state and multi-county policies that protect the environment.
- **PR.6:** Build an interconnected system of multi-purpose, non-motorized paths and trails throughout the City that provides access to community facilities and regional transportation networks.

Service Impact: This project is needed to progress toward the level-of-service identified in the Comprehensive Plan.

Total 6-Year Project Budget: \$23,100,000

Funding Sources:

- Park Impact Fees
- Transportation Impact Fees
- Grant Revenues (*Federal & State*)

Critical Milestones:

- 2023 — ROW Survey & Certification
- 2023 to 2026 — Design Phase
- 2027+ — Construction Phase

Interurban Trail Phase III Design / Construction (TIP No. 7)

Total Project Budget: \$23,100,000

Assumes \$3M RCO Grant Award in 2026 for construction in 2027

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design	\$ 500,000	\$ 150,000					\$ 650,000
Construction		\$ 10,000,000	\$ 11,500,000	\$ 950,000			\$ 22,450,000
Total Expenditures	\$ 500,000	\$ 10,150,000	\$ 11,500,000	\$ 950,000	\$ -	\$ -	\$ 23,100,000
Revenue Sources:							
Grant Revenues	\$ -	\$ 2,550,000	\$ 2,932,500	\$ 242,250			\$ 5,724,750
Capital Parks Reserves							
Traffic Impact Fee	\$ 150,000	\$ 3,045,000	\$ 3,450,000	\$ 285,000			\$ 6,930,000
Park Impact Fee	\$ 350,000	\$ 300,000	\$ -	\$ -			\$ 650,000
Total Revenues	\$500,000	\$5,895,000	\$6,382,500	\$527,250	\$0	\$0	\$13,304,750
UNFUNDED NEED		\$ 4,255,000	\$ 5,117,500	\$ 422,750			\$ 9,795,250
General Fund Impacts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

P-2 – Miscellaneous Park Improvements

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan

Project P-9



Project Description: Miscellaneous improvements and repairs will be made to existing parks, including parking areas, restrooms and shelters.

Due to limited general fund revenues, the six-year forecast for this program has been scaled back to stay within projected budget constraints.

Applicable Comprehensive Plan Goals –

- **LU.6:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.1:** Provide efficient and effective management of parks resources.
- **PR.3:** Develop a parks, recreation, open space and trails system that builds on existing strengths and serves all residents of the community.
- **PR.4:** Ensure park lands and facilities that are actively used by community members are safe, accessible and welcoming.
- **PR.5:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Improvements and repairs are necessary to maintain ongoing usability of existing parks.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- Real Estate Excise Taxes
- Non-Profit Donations

Critical Milestones:

- Annually – Park Needs Evaluated at the Start of Each Year

Miscellaneous Park Improvements**Total Project Budget:** \$150,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Masterplan							
Design							
Construction	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
Total Expenditures	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
Revenue Sources:							
RCO Grant Revenue							
Grant Revenue							
Capital Parks Reserves							
Park Impact Fee							
REET1	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
REET2							
Total Revenues	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

P-3 – Edgewood Multi-Modal Trail Loop (8th Street East / 122nd Avenue East / 24th Street East)

Fund:

General Fund

Project Category:

Parks and Facilities

Parks, Recreation and

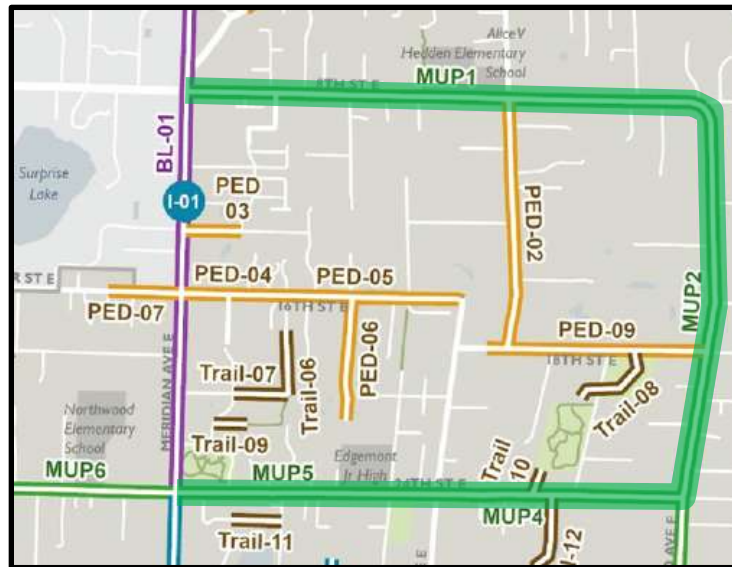
Open Space Plan

Project P-4

Comprehensive Plan

Transportation Element

Projects MUP-1, 2, 4, and 5



Applicable Comprehensive Plan Goals –

- **LU.6:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **T.3:** Provide a safe and interconnected systems of walkways, sidewalks and trails.
- **T.5:** Promote programs to encourage carpooling, transit and active transportation.
- **T.7:** Eliminate all fatal and serious injury crashes that occur on the City transportation system by 2044.
- **PR.6:** Build an interconnected system of multi-purpose, non-motorized paths and trails throughout the City that provides access to community facilities and regional transportation networks.

Project Description: This project will construct a safe route for pedestrians and bicyclists from Meridian Ave E (SR-161) at 8th St E, along 8th St E to 122nd Ave E, then south to 24th St E, then west back to Meridian Ave E. **In the fall of 2022, a section of 24th St E was re-striped from 110th Ave E to 122nd Ave E, providing a designated non-motorized use shoulder.**

Pursuant to limited funding availability, funding for construction has been delayed to after 2031.

Service Impact: Trails have been identified as a needed City resource in order to meet the goals identified within the adopted Comprehensive Plan.

Total 6-Year Project Budget: \$160,000

Funding Sources:

- Traffic & Park Impact Fees
- Grant Revenues (*to be determined*)

Critical Milestones:

- 2028 – Design
- After 2031 – Land/Right of Way Acquisition and Construction

Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)**Total Project Budget:** \$160,000*No funding available to construct in 6-year plan, need to seek grant funds*

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Master Plan							
Design			\$ 160,000				\$ 160,000
Construction							\$ -
Total Expenditures	\$ -	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ 160,000
Revenue Sources:							
REET 1 (Gen. Fund Capital)							\$ -
REET 2 (Pub. Works Capital)							\$ -
Grant Revenue (TBD)							\$ -
School Zone Camera Fees							\$ -
Traffic Impact Fee			\$ 48,000				\$ 48,000
Park Impact Fee			\$ 112,000				\$ 112,000
Total Revenues	\$0	\$0	\$160,000	\$0	\$0	\$0	\$160,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

P-4 – Nelson Farm - Farmhouse Remodel / Evaluation

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan

Project P-10



Project Description: The farmhouse located at the Nelson Farm Park is currently not being used for any purposes. The 1,300 square foot house was built in 1920 and remodeled in 1952.

This project contemplates updating the plumbing and electrical systems and modifying the entrance and restroom for ADA accessibility at the farmhouse. Reroofing the garage and adding a parking area are also being considered. **If deemed feasible**, the farmhouse could be used as meeting space for park related groups and/or projects, and also as an information center for future activities at the Nelson Farm Park.

Due to various other projects and delays due to the COVID-19 pandemic, this project was unable to start in 2020 as originally planned. A high-level review of this structure was performed in 2023, along with the other structures on the site and three other structures owned by the city.

Applicable Comprehensive Plan Goals –

- **LU.6:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.1:** Provide efficient and effective management of parks resources.
- **PR.3:** Develop a parks, recreation, open space and trails system that builds on existing strengths and serves all residents of the community.
- **PR.4:** Ensure park lands and facilities that are actively used by community members are safe, accessible and welcoming.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Redevelopment should meet the changing needs in the community and promote safety and accessibility as primary considerations.

Total 6-Year Project Budget: \$40,000

Funding Source:

- Park Impact Fees
- Non-Profit Donations

Critical Milestones:

- 2023 – Citywide Building Evaluations
- 2026 – Detailed Analysis

Nelson Farmhouse Remodel Eval.**Total Project Budget:** \$40,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Master Plan	\$ 40,000						\$ 40,000
Design							
Construction							
Total Expenditures	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Revenue Sources:							
Grant Revenue							
RCO Grant Revenue							
Park Impact Fee	\$ 40,000						\$ 40,000
Total Revenues	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
General Fund Impacts:	-	-	-	-	-	-	-

P-5 – Nelson Nature Park Rehabilitation

Fund:

General Fund

Project Category:

Parks and Recreation



Project Description: This site has experienced tree mortality issues in recent years, with long-standing maples dying and becoming dangerous. An effort was started in 2021 to establish a rehabilitation planting plan, and this project would fund the implementation of this plan. Resurfacing of the existing paved walking trails was completed in 2023. **While funding for this effort has been delayed, the City is actively partnering with Pierce Conservation District to engage with the volunteer community and manage non-native plants throughout the natural areas of the park.**

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **LU.6:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.1:** Provide efficient and effective management of parks resources.
- **PR.3:** Develop a parks, recreation, open space and trails system that builds on existing strengths and serves all residents of the community.
- **PR.4:** Ensure park lands and facilities that are actively used by community members are safe, accessible and welcoming.
- **PR.5:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Maintaining the trails and rehabilitating the natural areas of the park will ensure this park’s legacy is retained.

Total 6-Year Project Budget: \$0

Potential Funding Sources:

- Real Estate Excise Taxes (REET2)
- Non-Profit Donations

Critical Milestones:

- TBD – Master Plan Development and Implementation

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

P-6 – Citywide Park Land Acquisition

Fund:

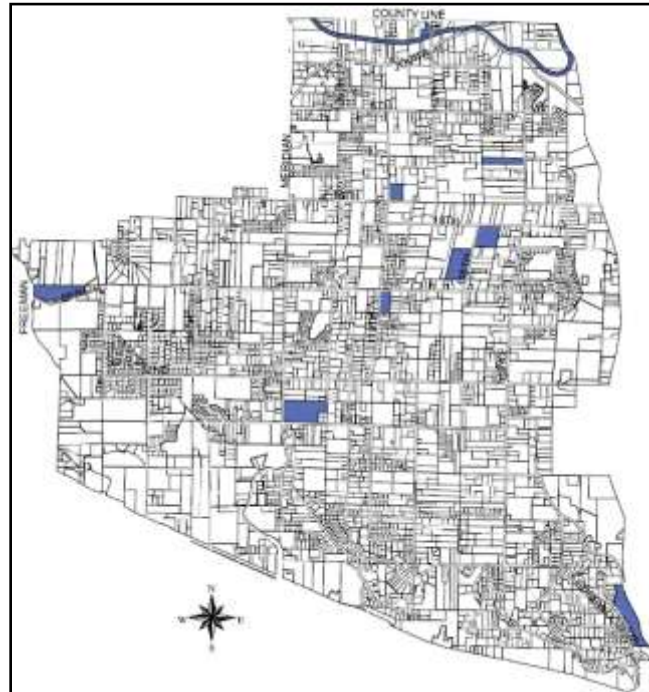
General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan

Project P-11



Project Description: The intent of this project is to plan for the acquisition and preservation of land for future parks and recreational uses in advance of development, in an effort to ensure affordable land prices and a choice of sites. Priority areas identified in the Parks, Recreation and Open Space Plan are “*west of Meridian Ave E and in Sumner Heights.*”

Property owners in Edgewood are encouraged to donate or sell property at a reduced rate to be used for future parks and open space. Land Acquisition identified in the CIP provides funds for future purchases. **Pursuant to limited funds, future acquisition funding has been delayed to at least 2030.**

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **NA.4:** Protect and enhance fish and wildlife habitat.
- **NA.5:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **LU.6:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.3:** Develop a parks, recreation, open space and trails system that builds on existing strengths and serves all residents of the community.
- **PR.5:** Protect and manage natural areas for the enjoyment of current and future generations.

Service Impact: This project is needed to progress toward the level-of-service identified in the Comprehensive Plan.

Total 6-Year Project Budget: \$100,000

Funding Source:

- Park Impact Fees

Critical Milestones:

- Annual Planning of Land Acquisition Opportunities

P-6
Land Acquisition

Total Project Budget: \$100,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design							
Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 100,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 100,000
Revenue Sources:							
Conservation Futures							
Grant Revenue							
Surface Water Fees							
Park Impact Fee	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 100,000
REET 2 (Pub. Works Capital)							
Capital Parks Reserves							
Total Revenues	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$100,000
General Fund Impacts:	-	-	-	-	-	-	-

P-7 – Edgemont Park Improvements

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and

Open Space Plan

Project P-2



Project Description:

The playground equipment was replaced in 2022, along with some fixture replacements and a new coat of paint at the restroom and shelter. **This project will evaluate the restroom and shelter structure for additional improvements, replacement of the site irrigation system, and improvements to the ballfield.** Additional capacity improvements may be considered on the Edgemont Park property, budget dependent.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to after 2031.

Applicable Comprehensive Plan Goals –

- **LU.4:** Promote the creation of highly usable public spaces that maintain community character and increase public safety.
- **LU.6:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **PR.1:** Provide efficient and effective management of parks resources.
- **PR.3:** Develop a parks, recreation, open space and trails system that builds on existing strengths and serves all residents of the community.
- **PR.4:** Ensure park lands and facilities that are actively used by community members are safe, accessible and welcoming.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Edgemont Park is one of few active recreation facilities in the City, being the community's "go-to" gathering spot situated near the Town Center and Edgemont Junior High. As population continues to grow, there is an increasing need for new active recreation opportunities at this site.

Total 6-Year Project Budget: \$0

Funding Sources:

- Park Impact Fees (TBD)
- Real Estate Excise Taxes (REET)
- Grant Revenues (TBD)

Critical Milestones:

- After 2031 – Design / Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

**Funding delayed until after 2031 due to prioritization scoring
and funding availability**

P-8 – Mortenson Farm Passive Recreation Trail

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and

Open Space Plan

Project P-5



Project Description:

As described in the adopted Parks, Recreation and Open Space (PROS) Plan, this project will “construct a loop trail around stormwater facility”. As depicted in the PROS Plan Appendix, the trail would be situated near the existing stream and along the slopes on the perimeter of the property. Connections to nearby residential developments to the north and south are also desired.

As a part of Surface Water Project SW-2, the City has coordinated with the Washington State Department of Transportation (WSDOT) regarding the use of the property as a wetland impact mitigation site for the construction of SR 167 (*Phase 1 construction tentatively begins in 2021*). **Design and construction of the loop trail is set to begin after WSDOT’s work has been completed and the property is returned to the City, which at this time is expected to be sometime around the year 2035.**

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **LU.6:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.3:** Develop a parks, recreation, open space and trails system that builds on existing strengths and serves all residents of the community.
- **PR.4:** Ensure park lands and facilities that are actively used by community members are safe, accessible and welcoming.
- **PR.5:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Development of this trail will facilitate public access to existing City-owned property and provide a nature escape for nearby residents.

Total 6-Year Project Budget: N/A

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 2035 – Property Returned
- 2035+ – Design / Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT
WORK UNABLE TO BEGIN BEFORE 2035

P-9 – Wolf Point Passive Recreation Trail

Fund:

General Fund

Project Category:

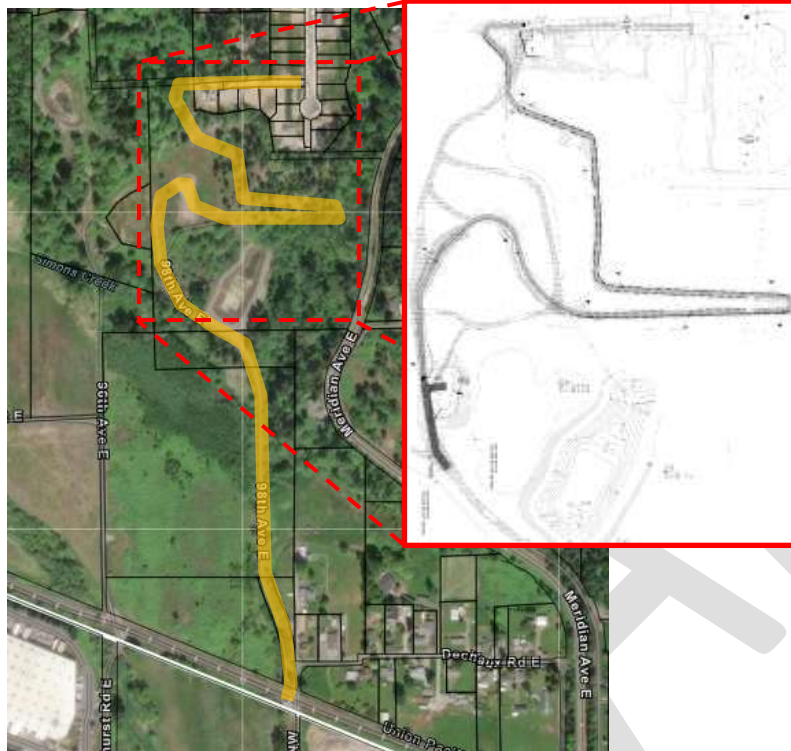
Parks and Recreation

Parks, Recreation and Open Space Plan Project P-8

Project Description:

As described in the adopted Parks, Recreation, Open Space and Trails (PROST) Plan, this project will “construct a trail through the plat between 36th St E and the southern City limits.” The Wolf Point project received Preliminary Subdivision approval in March 2019, Site Development was completed in 2024, and home construction began in 2025.

Right-of-way for the trail has been given to the city by the developer, and construction is anticipated to begin once funds become available. **Pursuant to limited funding availability, funding for construction is currently being delayed to 2031.**



Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **LU.6:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.3:** Develop a parks, recreation, open space and trails system that builds on existing strengths and serves all residents of the community.
- **PR.4:** Ensure park lands and facilities that are actively used by community members are safe, accessible and welcoming.
- **PR.5:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Development of this trail will provide a nature escape for nearby residents and connectivity from the valley to the plateau.

Total 6-Year Project Budget: \$800,000

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 2024 – Design
- 2031 – Construction

P-9
Wolf Point Trail

Total Project Budget: \$800,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design							\$ -
Construction						\$ 800,000	\$ 800,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ 800,000
Revenue Sources:							
Conservation Futures							
Grant Revenue							
Surface Water Fees							
Park Impact Fee						\$ 800,000	\$ 800,000
REET 2 (Pub. Works Capital)							
Capital Parks Reserves							
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$800,000	\$800,000
General Fund Impacts:	-	-	-	-	-	-	-

DRAFT

Sanitary Sewer

SS-1 – SR-161 Enchanted Parkway Fish Passages - Franchise Utility Work

Fund:

Sewer Fund

Project Category:

Sanitary Sewer

Project Description:

WSDOT Contracted with Atkinson Construction in November 2022 to design and construct new fish-passable crossings at three locations along Enchanted Parkway (SR-161). While all these locations are north and outside of the City of Edgewood, our sanitary sewer system conveys all flows to the Lakehaven Water and Sewer District using two pressure mains that discharge to a gravity sewer main, located down the center of Enchanted Parkway through these three work sites.

Staff has been coordinating with Atkinson Construction throughout the design process, and the current plan is to construct a temporary bypass near the southernmost crossing so service is uninterrupted during construction. **The current estimate for Atkinson to accomplish this is about \$600,000, pursuant to the agreement authorized by City Council under Resolution 25-0779, but staff anticipates some additional costs due to recent conversations and construction delays by WSDOT. This utility work is now scheduled for Summer 2026.**



Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.4:** Protect and enhance fish and wildlife habitat.
- **LU.7:** Promote development that respects and preserves the natural environment.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.
- **U.1:** Ensure the location and design of utility facilities meets the community's needs.
- **U.2:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.
- **U.3:** Work with regional partners to address regional utility issues.

Service Impact: Required to maintain sanitary sewer connection from Edgewood to Lakehaven.

Total 6-Year Project Budget: \$650,000

Funding Source:

- Sewer Utility Fund

Critical Milestones:

- 2026 – Construction

SS-1

SR-161 Enchanted Parkway Fish Passages - Franchise Utility Work**Total Project Budget:** \$650,000*review agreement and need for casing of lines, update estimate*

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Construction	\$ 650,000						\$ 650,000
Total Expenditures	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000
Revenue Sources:							
Grant Revenue							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Sewer Fees	\$ 650,000						\$ 650,000
Total Revenues	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000
General Fund Impacts:							
	-	-	-	-	-	-	-
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SS-2 – Wetland Mitigation - Northwood Elementary School Mitigation Site (LID No. 1)

Fund:
Sewer Fund

**Project
Category:**
Sewer



Project Description:

The Sanitary Sewer LID #1 project included the placement of a sewer line through a wetland buffer near Northwood Elementary School, located on property owned by the Puyallup School District. As a result of the line placement, some unavoidable impacts to wetland buffers occurred.

As a significant amount of time has passed since the LID #1 project, the wetland area has been re-evaluated for impacts and mitigation needs, and staff anticipates coordination with a private developer on satisfying this long-standing obligation.

Applicable Comprehensive Plan Goals –

- **NA.1:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.2:** Protect and enhance water quality and hydrological functions.
- **NA.4:** Protect and enhance fish and wildlife habitat.
- **LU.6:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **LU.7:** Promote development that respects and preserves the natural environment.
- **U.1:** Ensure the location and design of utility facilities meets the community's needs.
- **U.2:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.

Service Impact: Project was a result of impacts associated with the original construction of the Sewer system. Mitigation is required in order to compensate for project impacts on an existing wetland buffer.

Total 6-Year Project Budget: \$55,000

Funding Source:

- Capital Sewer Fund

Critical Milestones:

- 2021 – Evaluation / Coordination
- 2027 – Installation (*by developer*)

SS-2

Wetland Mitigation - Northwood Elementary (LID No. 1)

Total Project Budget: \$55,000

Delay to 2027 due to lack of developer progress...

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design							
Construction		\$ 55,000					\$ 55,000
Total Expenditures	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Revenue Sources:							
Developer Fees							
Grant Revenue							
LID Costs							
Sewer Fees		\$ 55,000					\$ 55,000
Total Revenues	\$0	\$55,000	\$0	\$0	\$0	\$0	\$55,000
General Fund Impacts:	-	-	-	-	-	-	-

DRAFT

Public Facilities

PF-1 – Citywide Information Technology (IT) / Security Upgrades

Fund:

General Fund

Project Category:

Capital / Public Facilities



PROJECT COMPLETE

Project Description: Upgrade security and communications infrastructure at City Hall and park facilities. Project may include, but is not limited to, installation of security cameras, wireless internet access (public Wi-Fi), remote access locks, intelligent lighting, and variable message signs.

Applicable Comprehensive Plan Goals –

- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.4:** Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Infrastructure at City Hall and park facilities is in need of updates and improvements, and additional security measures are necessary to protect the properties.

Total 6-Year Project Budget: N/A

Funding Sources:

- Real Estate Excise Taxes (REET)

Critical Milestones:

- 2021-2023 – Design / Identify Needs
- 2024 – Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT

Project Complete

PF-2 – Civic Center Campus Improvements

Fund:
General Fund

Project Category:
Capital / Public Facilities



Project Description: Constructed in 2009, the Civic Center Campus has been home to City Hall and some gravel walking trails. This project will evaluate and investigate potential improvements, initiate some design work, and prepare for work in future years. Some needs already identified include security fencing for the police department, landscape revisions, and ongoing vegetation management. **Per to the City's project prioritization scoring system, funding for any additional needs has been delayed to after 2031.**

The City was awarded \$115,000 in 2025 to relocate the historic Nyholm Windmill to the Civic Center Campus, and design efforts are currently underway.

Applicable Comprehensive Plan Goals –

- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.4:** Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Originally built more than 15 years ago, the campus is in need of updates and improved public engagement opportunities.

Total 6-Year Project Budget: \$0

Funding Sources:

- Real Estate Excise Taxes (REET1)

Critical Milestones:

- 2021/2022 – Initial investigations
- 2026 – Nyholm Windmill Relocation
- After 2031 – Other design / Construction

PF-2

Civic Center Campus Improvements

Total Project Budget: \$115,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,000
Total Expenditures	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,000
Revenue Sources:							
Developer Fees							
Grant Revenue (State)	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,000
REET 1 (Gen. Fund Capital)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REET 2 (Pub. Works Capital)							
Total Revenues	\$115,000	\$0	\$0	\$0	\$0	\$0	\$115,000
General Fund Impacts:	-	-	-	-	-	-	-

PF-3 – Public Works Service Facility

Fund:

General Fund

Project Category:

Capital / Public Facilities



Project Description:

The City of Edgewood has historically relied on Pierce County Public Works crews to perform any and all functions needed. With a rapidly growing population and increased demand for quick response, the City needs a local public works yard. In 2018 the City acquired property adjacent to the City Hall campus to serve as an interim yard, having an existing secured outdoor storage area and small garage. **While the Public Works Department anticipates outgrowing this location eventually, there are immediate improvements needed to protect equipment and surface waters.**

To operate most efficiently, the Public Works Department envisions a permanent facility that is laid out similarly to the Mountain View – Edgewood Water Company's site (pictured above). The goal is to evaluate candidate sites for a permanent facility as soon as time and resources allow, looking at city-owned sites and other strategic locations.

\$400,000 is the proposed budget to complete improvements at the existing public works yard to protect equipment and surface waters.

Applicable Comprehensive Plan Goals –

- **CF.1:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.2:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.3:** Ensure that planned capital facilities are financially feasible.
- **CF.4:** Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.5:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: As the City's population grows, the need for local Public Works operations increases. Developing this long-term solution is critical to maintaining a high level of service.

Total 6-Year Project Budget: \$400,000

Funding Sources:

- Real Estate Excise Taxes (REET2)

Critical Milestones:

- 2022-2026 – Evaluate Site(s)
- 2026+ – Design/Construction

PF-3

Public Works Service Facility

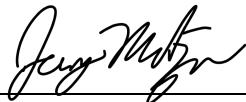
Total Project Budget: \$400,000

Phase	6-Year Projected Plan						Projected 6-Year
	2026	2027	2028	2029	2030	2031	
Project Expenditures:							
Design	\$ 100,000						\$ 100,000
Construction	\$ 300,000						\$ 300,000
Total Expenditures	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Revenue Sources:							
PWTF Loan			TBD				\$ -
Grant Revenue							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)	\$ 400,000						\$ 400,000
Total Revenues	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
General Fund Impacts:	-	-	-	-	-	-	-



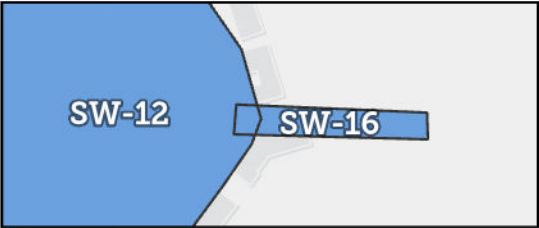
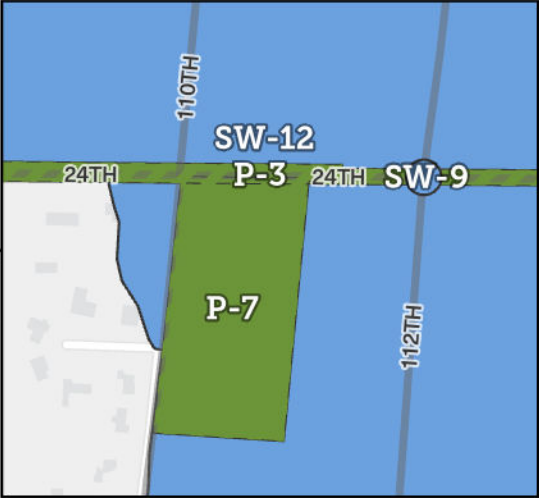
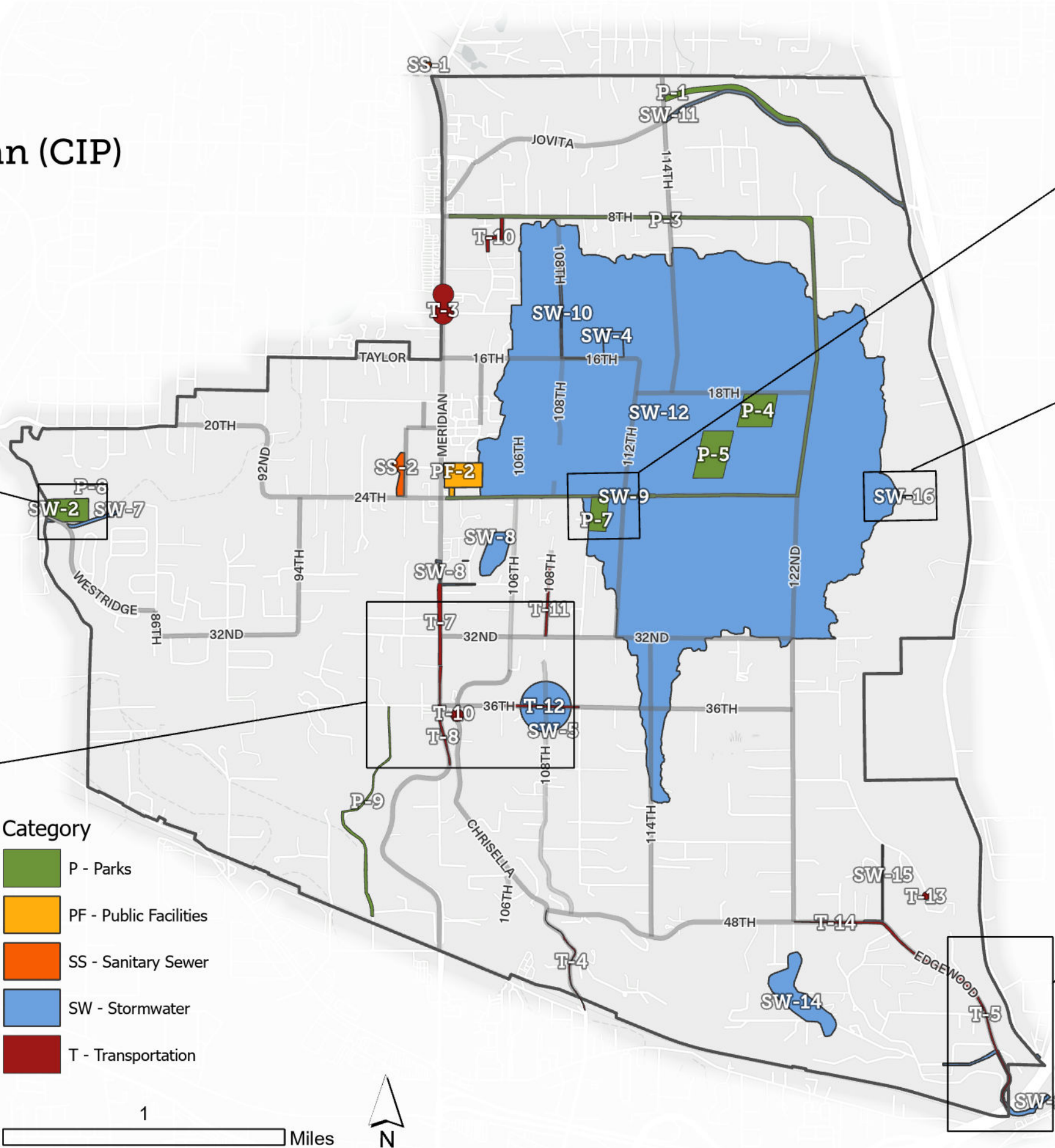
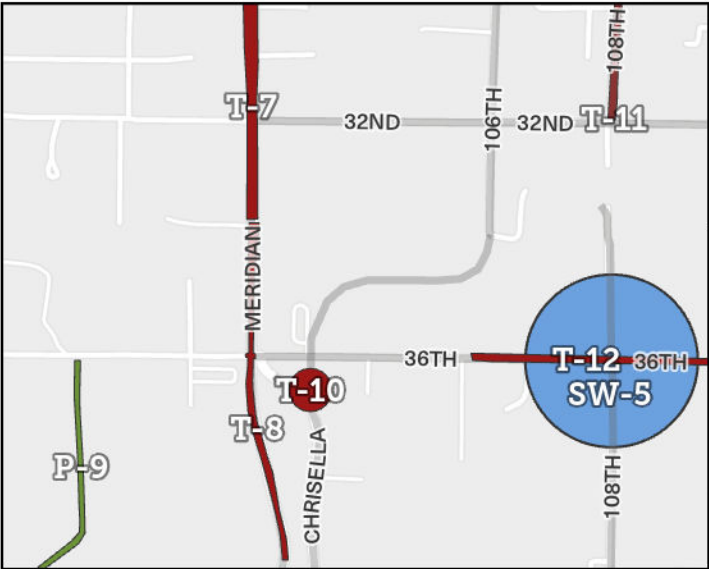
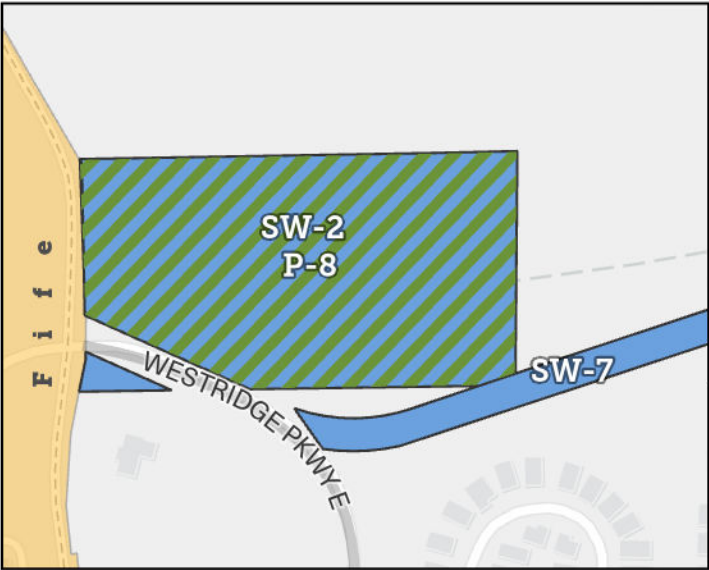
State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS)

City of Edgewood ■ 10440 Dom Calata Way E ■ Edgewood, Washington 98372-1513 ■ 253-952-3299

Issued:	September 26, 2025
File:	#25-013-CODE 2025 Capital Improvement Plan (CIP) Update
Lead Agency:	City of Edgewood
Staff Contact:	Josh Kubitza, Planning Manager 253-952-3299 comdev@cityofedgewood.org
Proponent:	Public Works Director 253-952-3299 cityhall@cityofedgewood.org
Location:	Non-Project Action (Citywide). See project map in application documents.
Proposal:	This is an annual update to the Capital Improvement Plan (CIP). A CIP is a short-range planning document showing funding sources and estimated amounts for capital projects planned for the next six (6) years. It must be consistent with the City of Edgewood Comprehensive Plan and is intended to ensure coordination between the local jurisdiction and other agencies. Each project contained in the CIP will be required to undergo an independent environmental review and threshold determination.
Existing Documents:	All existing environmental documents and studies associated with this proposal are available on the City of Edgewood Permit Portal via portal.cityofedgewood.org by searching the File No. 25-013-CODE.
SEPA:	The City of Edgewood has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of an Environmental Checklist and other information on file with the City. This DNS is issued under WAC 197-11-340(2). A final decision will not be made on this proposal until after October 28, 2025. SEPA Responsible Official:  9/25/2025 Signature Date Jeremy Metzler, PE, Community Development Director
Comment Period:	Written comments may be submitted until October 13, 2025 by 5:00 PM via email, mail, or in-person via comdev@cityofedgewood.org or City of Edgewood, 10440 Dom Calata Way E, Edgewood, WA 98372. Verbal comments may be submitted during the Planning Commission public hearing.
Public Hearing:	The City of Edgewood Planning Commission will convene a hybrid public hearing on the matter at 6:00pm on October 13, 2025 . Members of the public can attend and participate in person at Edgewood City Hall, Council Chambers, 10440 Dom Calata Way E, Edgewood, WA 98372 or virtually via Zoom by visiting zoom.us/join using Meeting ID: 970 6596 9184. Meeting information is available at cityofedgewood.org/calendar .
Appeals:	Appeals for this threshold determination must be made to the City of Edgewood pursuant to EMC 20.05.250(J). Per EMC 20.05.250(E) appeals will be accepted until 5:00 PM on October 28, 2025. Appeals must be submitted in writing along with the appeal fee via the City's permit portal: portal.cityofedgewood.org .



Capital Improvement Plan (CIP) 2026-2031





**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB25-078 - Car Tab Fees	Agenda Item #: 2.B
	For Agenda of: 10/14/2025
	Prepared by: Hardeep Goraya
Attachments (list): 1. RESOLUTION 25-078XX 2. Car Tab Fee 10142025	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator 10/09/2025 Dave Olson, Mayor 10/09/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: July 15, 2025 Study Session Sep 16, 2025 Study Session Oct 7, 2025 Study Session Oct 14, 2025 RCM Oct 28, 2205 RCM

Summary Statement:

This is a recurring discussion regarding the city's Transportation Benefit District charges, aka Car Tab fee. We want to acknowledge the critical need for a sustainable revenue source to meet the rising costs of street operations and maintenance. This is becoming more urgent due to several factors: inflation-adjusted expenses, declining real estate tax collections, and stagnant fuel tax distributions from the state.

Item History:

Discussed on the July 15, September 16 and October 7 study sessions

Recommended Action:

Public Hearing Only to receive public comment on the proposed AB25-078 - Car Tab Fees

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 25-07XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RE-ESTABLISHING THE TWENTY DOLLAR PER VEHICLE TRANSPORTATION BENEFIT CHARGE (TBC-CAR TAB FEE) AND ESTABLISHING THE EFFECTIVE DATE OF COLLECTION.

WHEREAS, on November 26, 2013, the City Council of the City of Edgewood created a Transportation Benefit District (the “District”) with the adoption of Ordinance 013-0408 and imposed a twenty-dollar (\$20) Transportation Benefit Charge (“TBC”) for each vehicle registered in the City; and

WHEREAS, on September 27, 2016, the City Council assumed the Edgewood Transportation Benefit District with Ordinance 16-0480, assuming all assets, liabilities, authority and responsibility of the district, including the district work plan; and

WHEREAS, on April 28, 2020, the City Council rescinded the TBC with Resolution 20-0500, due to the impacts on the physical and economic health of the City’s residents caused by the coronavirus (COVID-19) pandemic; and

WHEREAS, after assuming the district in 2016, the City collected the TBC until April 2020, channeling all funding to the City Street Fund for expenditure in the Capital Roads Preservation Plan commonly known as “Chip Sealing”; and

WHEREAS, the City Council held recurring discussions in the study sessions regarding re-establishing the Transportation Benefit Charge (TBC) on July 15, Sep 16 and Oct 7, 2025; and

WHEREAS, on Oct 14, 2025, the City Council held a public hearing to hear objections from any person to the Transportation Benefit Charge (TBC); and

WHEREAS, the City Council finds it is in the best interest of the city to establish an annual vehicle fee for the purpose of making transportation improvements that preserve, maintain and improve existing transportation infrastructure in the City of Edgewood pursuant to RCW 36.73.065(4)(a)(i) and RCW 82.80.140(2)(a);

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

Section 1. Establishment of Annual Vehicle Fee. An annual vehicle fee in the amount of \$20.00 is hereby re-established, consistent with RCW 36.73.065(4)(a)(i), to be collected by the Washington Department of Licensing on qualifying vehicles as set forth in RCW 82.80.140.

Section 2. Revenue Restriction. The revenues received from the twenty-dollar (\$20.00) vehicle license fee shall be collected in the City Street Fund for expenditures to preserve, maintain and improve existing transportation infrastructure.

Section 3. Effective Date of the Collection. The vehicle fee shall take effect for notices mailed in 2026 for vehicle license renewals due on or after July 1, 2026.

Section 4. Notification to Department of Licensing. The City Council directs the City Clerk to notify the Washington Department of Licensing (DOL) of the vehicle license fee established in section 1 of this resolution and to request that DOL take all steps necessary to implement collection of the fee in accordance with RCW 82.80.140.

Section 5. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 6. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 28TH DAY OF OCT, 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

CAR TAB FEE

City of Edgewood – Oct 14, 2025



AGENDA

- Street Fund Funding
- Real Estate Excise Tax Collection
- General Fund Projections
- Car Tab Fee Revenue
- Questions

CITY OF EDGEWOOD – BUDGET DISCUSSION – OCT 14, 2025



STREET FUND FUNDING



Street Fund Funding									
	2019	2020	2021	2022	2023	2024	2025B	2025E	Comments
Fund Balance	328,636	52,107	82,486	58,374	345,105	-	-	-	
Revenue									
<i>Vehicle Tab Fee</i>	193,812	130,830	396	-	-	-	-	-	
<i>Fuel tax</i>	246,913	225,586	246,851	263,346	267,895	257,969	280,679	282,000	
<i>Street Permit Fees & Misc.</i>	11,506	1,151	5,337	-	11,224	21,369	1,000	7,000	Misc. Lights & other Damages
Total Street Fund Revenue	452,231	357,567	252,584	263,346	279,119	279,338	281,679	289,000	
Expenditure									
<i>Salaries & Wages</i>	162,007	211,920	234,925	216,915	238,647	157,421	165,568	154,709	PW Director, Engineer, MW super & MW
<i>Benefits</i>	69,259	83,446	89,395	80,872	84,520	59,515	70,711	58,876	
<i>Operating Supplies</i>	9,880	66,425	33,126	28,250	43,939	13,370	23,290	18,605	Traffic Control Devices
<i>Professional Services</i>	747,614	575,397	474,251	870,577	920,780	506,985	632,110	393,810	Snow&Ice, ROW Veg Main, Road Main
Total Street Fund Expenditures	988,760	937,188	831,696	1,196,615	1,287,886	737,291	891,679	626,000	
		-5%	-11%	44%	8%	-43%	21%	-30%	
Revenue less Expenditure	(536,529)	(579,621)	(579,112)	(933,269)	(1,008,767)	(457,953)	(610,000)	(337,000)	
<i>Help from Other Fund</i>									
<i>Real Estate Excise Tax</i>	-	610,000	555,000	770,000	320,000	290,719	365,000	215,000	Restricted
<i>General Fund</i>	260,000	-	-	450,000	343,662	167,234	245,000	122,000	
Ending Fund Balance	52,107	82,486	58,374	345,105	-	-	-	-	

REET REVENUE



City of Edgewood - REET							
	2019	2020	2021	2022	2023	2024	2025E
Fund Balance	493,792	171,705	591,324	1,176,090	1,860,276	1,831,105	1,485,617
Revenue	798,087	1,339,619	1,583,766	1,821,704	708,671	692,977	600,000
Expenditures							
Street Repair	-	610,000	555,000	770,000	320,000	290,719	122,000
Capital Roads	150,170	-	-	-	48,950	167,467	167,649
Capital Parks	-	-	83,000	-	-	210,000	70,000
Sewer	170,000	-	-	-	-	-	-
Civic Center Bond Payment	390,004	310,000	361,000	367,518	368,892	370,279	370,700
Facilities	410,000	-	-	-	-	-	400,000
Total Operating	1,120,174	920,000	999,000	1,137,518	737,842	1,038,465	1,130,349
Ending Fund Balance	171,705	591,324	1,176,090	1,860,276	1,831,105	1,485,617	955,268

GENERAL FUND PROJECTIONS



General Fund							
General Fund	Budget	Estimated	Projection				
	2025	2025E	2026	2027	2028	2029	2030
Fund Balance	5,681,340	5,681,340	5,579,000	5,998,000	6,343,000	5,745,000	4,995,000
Revenue	8,881,493	9,529,750	9,681,810	9,878,879	9,293,662	9,516,197	9,693,553
Expenditures	10,169,091	9,246,135	9,262,472	9,534,227	9,891,823	10,266,551	10,660,537
Revenue less Expenditure	(1,288,000)	284,000	419,000	345,000	(598,000)	(750,000)	(967,000)
2024 PD Expenditures paid in 2025	-	385,534	-	-	-	-	-
Ending Fund Balance	4,394,000	5,579,000	5,998,000	6,343,000	5,745,000	4,995,000	4,028,000
End. Balance % of Exp.	43%	60%	65%	67%	58%	49%	38%

CAR TAB FEE



CAR TAB FEE				
Year	Population	Population Increase	Tab Fee (RCW 82.80.140 & 36.73.040(3))	Tab Fee Collection
2017	10,420		20	193,465
2018	11,108	6.60%	20	204,568
2019	11,589	4.33%	20	193,812
2020	12,070	4.15%	20	130,830
2021-2025	12-14K	-	-	-
2026	14,250	1.00%	20	128,000
2027	14,393	1.00%	20	259,000
2028	14,536	1.00%	20	262,000
2029	14,682	1.00%	20	264,000
2030	14,829	1.00%	20	267,000



QUESTIONS?

Hardeep Goraya, Finance Director

hardeep@cityofedgewood.org

253-300-5645



City Of Edgewood Council Agenda Summary Sheet

Subject: Critical Areas Ordinance Update	Agenda Item #: 3.A
	For Agenda of: 10/14/2025
	Prepared by: CED Planning - Josh
Attachments (list): 1. CAO Update Introduction Presentation_CC	
Approval of Materials: CED Planning - Josh Rachel Pitzel, Assistant City Administrator 10/09/2025 Dave Olson, Mayor 10/09/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 10/13/2025 Planning Commission PH 10/14/2025 RCM Presentation 11/10/2025 Planning Commission Action 11/18/2025 SS 11/25/2025 RCM

Summary Statement: The Growth Management Act (GMA) requires cities to complete a “10-year periodic update” of their Comprehensive Plans. Edgewood’s City Council adopted the 2024 Comprehensive Plan periodic update in December 2024, which reflects the various new and revised regulations and laws since the last periodic update in 2015. As part of each periodic update, the GMA requires all cities and counties to adopt development regulations that protect critical areas within one year of the Comprehensive Plan’s adoption date. As such, Edgewood is required to review and update the Critical Areas Ordinance (CAO) by December 31, 2025, to remain in compliance with the GMA.

Critical areas are lands that are natural hazards or lands that can pose a risk to life and property and areas that support unique, fragile or valuable resources. RCW 36.70A.030(5) defines five types of critical areas, addressed in Edgewood Municipal Code (EMC) as follows:

- Wetlands ([EMC 14.40](#))
- Aquifer recharge areas ([EMC 14.60](#))
- Frequently flooded areas ([EMC 14.80](#))
- Geologically hazardous areas (EMC [14.70](#), [14.90](#), [14.100](#), and [14.110](#))
- Fish and wildlife habitat conservation areas ([EMC 14.50](#))

The review of critical area regulations under RCW 36.70A.172(1) also requires the inclusion of Best Available Science (BAS). Cities must demonstrate that BAS has been considered when creating their CAO by documenting scientific sources that support their approach to regulating critical areas and explaining when policies depart from science-based recommendations. Chapter 365-195 of the Washington Administrative

Code (WAC) serves as a guide for establishing what is considered the best available science. Edgewood last substantially reviewed its BAS in 2018.

The Planning Commission (PC) has met every month since June 2025 to discuss the CAO update and BAS. On October 13, 2025, the PC held a Public Hearing on the proposed amendments - See Item History, below, for links to PC meeting materials. Also see the [Washington State Department of Commerce Critical Area Protection](#) webpage for more information.

Item History:

Planning Commission Meetings -

June 9: [Introduction Presentation Materials](#) – [Video Link](#)

July 14: [BAS Review \(non-stream\) Materials](#) – [Video Link](#)

August 11: [BAS Review \(Streams\) and Draft Amendments Discussion Materials](#) – [Video Link](#)

September 8: [Draft Amendment Discussion Materials](#) – [Video Link](#)

October 13: [Public Hearing: Materials](#) – [Video Link](#)

Recommended Action:

Presentation Only

Fiscal Note/Consideration:

N/A

2025 CRITICAL AREA ORDINANCE UPDATE INTRO

October 13, 2025, City Council

Josh Kubitza, AICP, Planning Manager



EDGEWOOD
Washington

GROWTH MANAGEMENT ACT

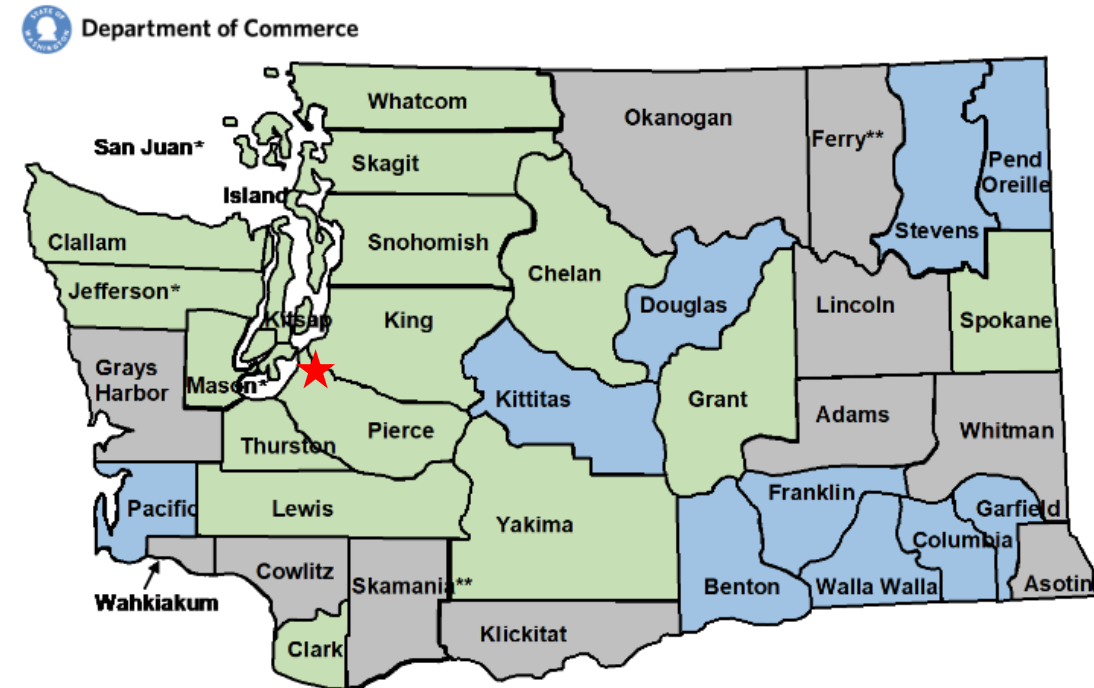


Key Points

- All cities are required to complete a “10-year periodic update” of their Comprehensive Plan.
- All cities are required to develop policies and regulation to protect the function and values of critical areas using best available science.
- All cities are required to adopt development regulations that protect critical areas within one year of the Comprehensive Plan’s adoption date.

Why and when did the City last update its regulations?

- This periodic update provides an opportunity for City to make sure its regulations are consistent with state and federal requirements.
- Edgewood last substantially updated its Best Available Science and Critical Area Ordinance in 2018.



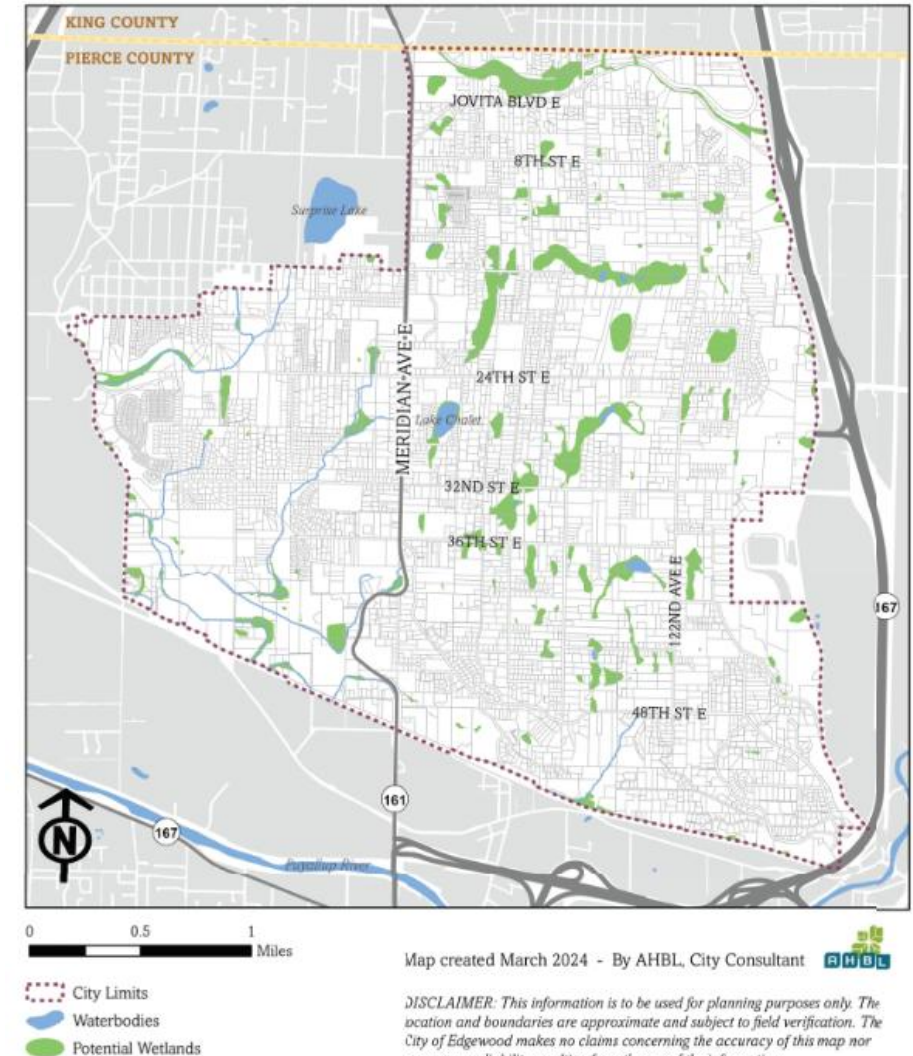
WHAT ARE CRITICAL AREAS?

Wetlands (EMC 14.40)

- Defined by Army Corp of Engineers and Washington Department of Ecology.
- Areas that are frequently permanently saturated with water such as marshes, swamps, bogs, or other similar lands. Wetlands may be naturally present or intentionally created.
- There are many wetlands throughout Edgewood that need to be identified or verified.

Why do we value them?

- Help maintain water quality because they intercept run off and can remove contaminants.
- Minimize flooding and erosion by hold water until it recharges the groundwater or evaporates.
- Provides important fish and wildlife habitat.



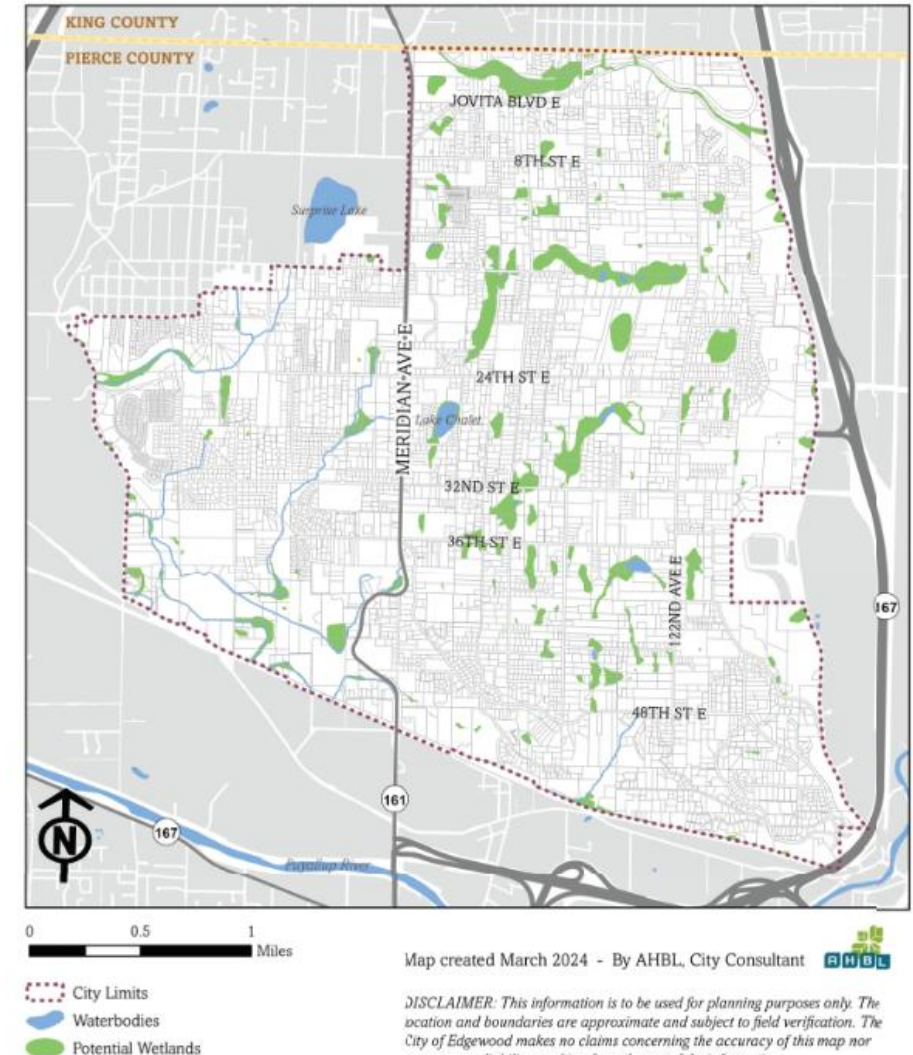
WHAT ARE CRITICAL AREAS?

Fish and wildlife habitat conservation areas (FWHCA) (EMC 50)

- Areas of endangered, threatened, and sensitive species.
- Habitats and species of local importance.
- Naturally occurring ponds under 20 acres.
- Edgewood primarily has FWHCAs near streams and wetlands.

Why do we value them?

- Many of these areas serve as migratory and unique habitat for bird nesting, fish spawning, and other wildlife activity.
- Maintains Edgewood residents' quality life.



WHAT ARE CRITICAL AREAS?



Critical aquifer recharge areas (CARA) (EMC 14.60)

- Any aquifer (groundwater) source used for drinking water that is both highly susceptible and vulnerable to contamination.
- Edgewood primarily has CARAs around the edge but also includes Wellhead Protection Areas.

Why do we value them?

- Edgewood receives water from the aquifer underneath the city limits through various wells from City of Milton And Mountain View-Edgewood Water.
- Healthy aquifers also provide water to stream and wetlands that are essential to local and regional habitat.



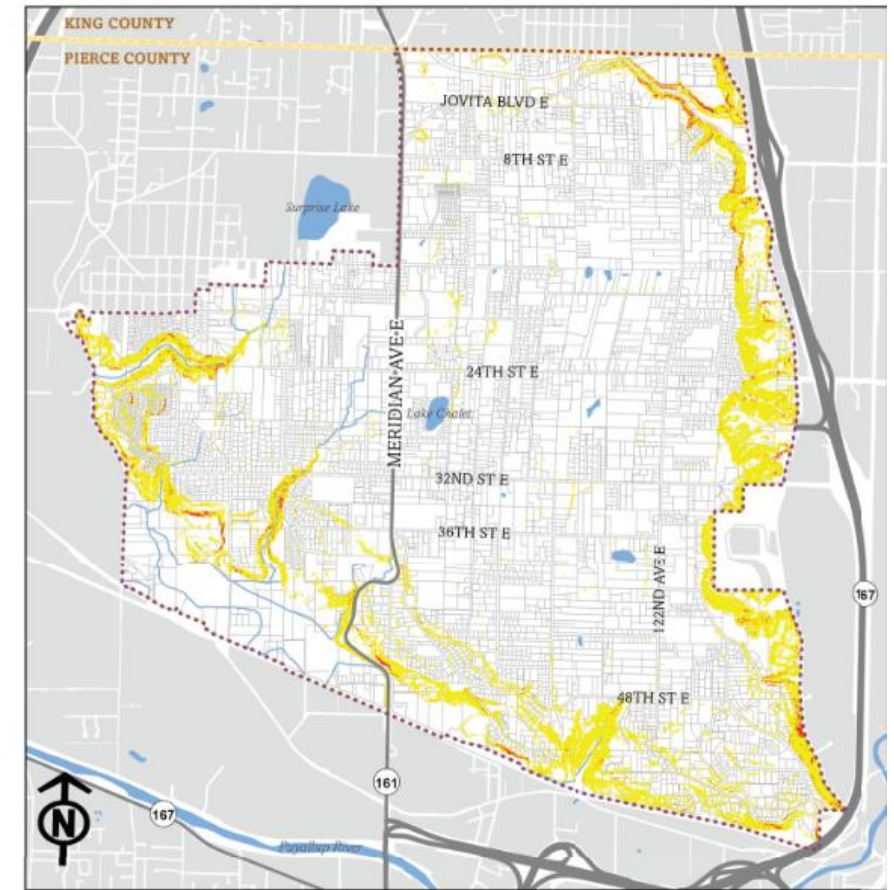
WHAT ARE CRITICAL AREAS?

Geologically Hazardous Areas (EMC 14.70, 14.90, 14.100, 14.110)

- Areas susceptible to erosion, landslides, earthquakes, or other geological events.
- In Edgewood, the most hazardous areas is typically found along east ridge, along stream ravines, and the southern and eastern valleys.

Why do we value them?

- These areas pose a threat to the health and safety of the community when incompatible development is site in or near significant hazards.



Map created March 2024 - By AHBL, City Consultant

DISCLAIMER: This information is to be used for planning purposes only. The location and boundaries are approximate and subject to field verification. The City of Edgewood makes no claims concerning the accuracy of this map nor assumes any liability resulting from the use of the information.

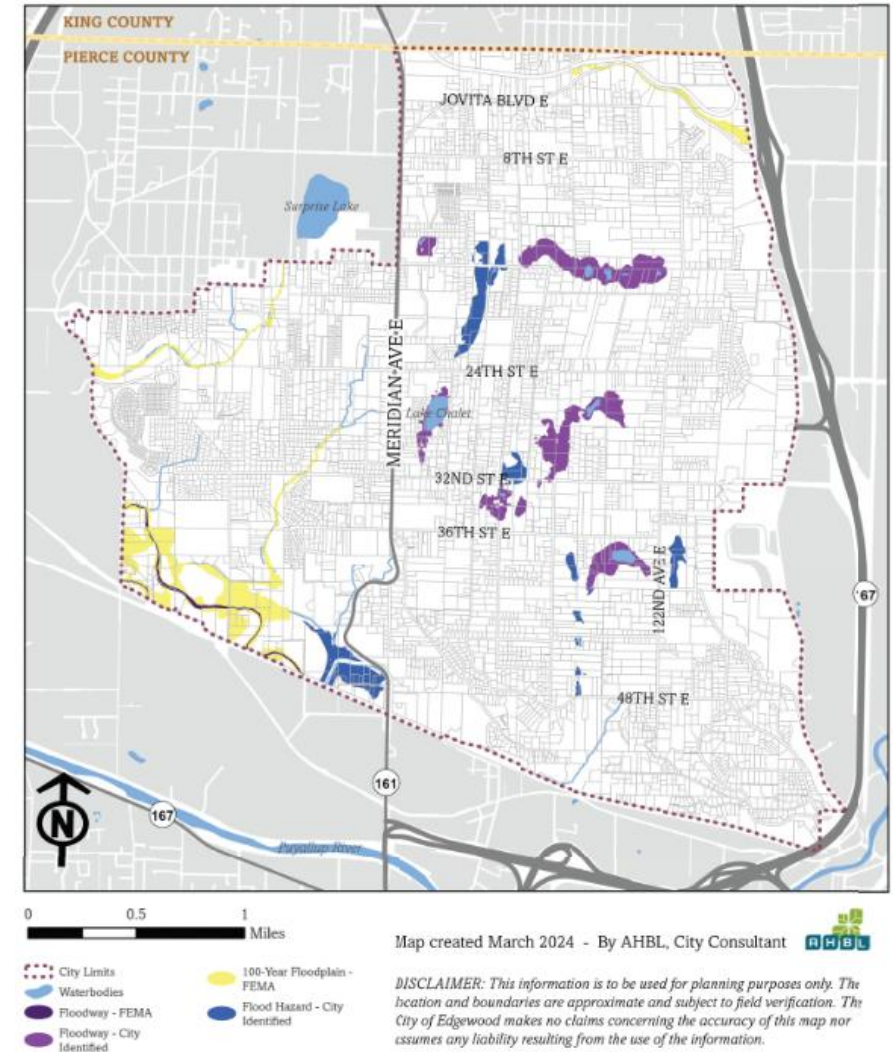
WHAT ARE CRITICAL AREAS?

Frequently flooded areas (EMC 14.80)

- Lands within a floodplain subject to at least 1% or greater chance or flooding in any given year. Also known as a 100-year flood event.
- FEMA delineates flood hazards along major river and stream corridors. This information is used for floodplain management and insurance rating. These maps are typically adopted by cities.
- Additionally, Edgewood has city-identified flood hazard areas due to the unique wetland potholes and depressions that may flood.

Why do we value them?

- These areas pose a threat to the health and safety of the community when incompatible development is site in or near significant hazards.
- Natural flood plains help disperse water during storms and help maintain fish and wildlife habitat.

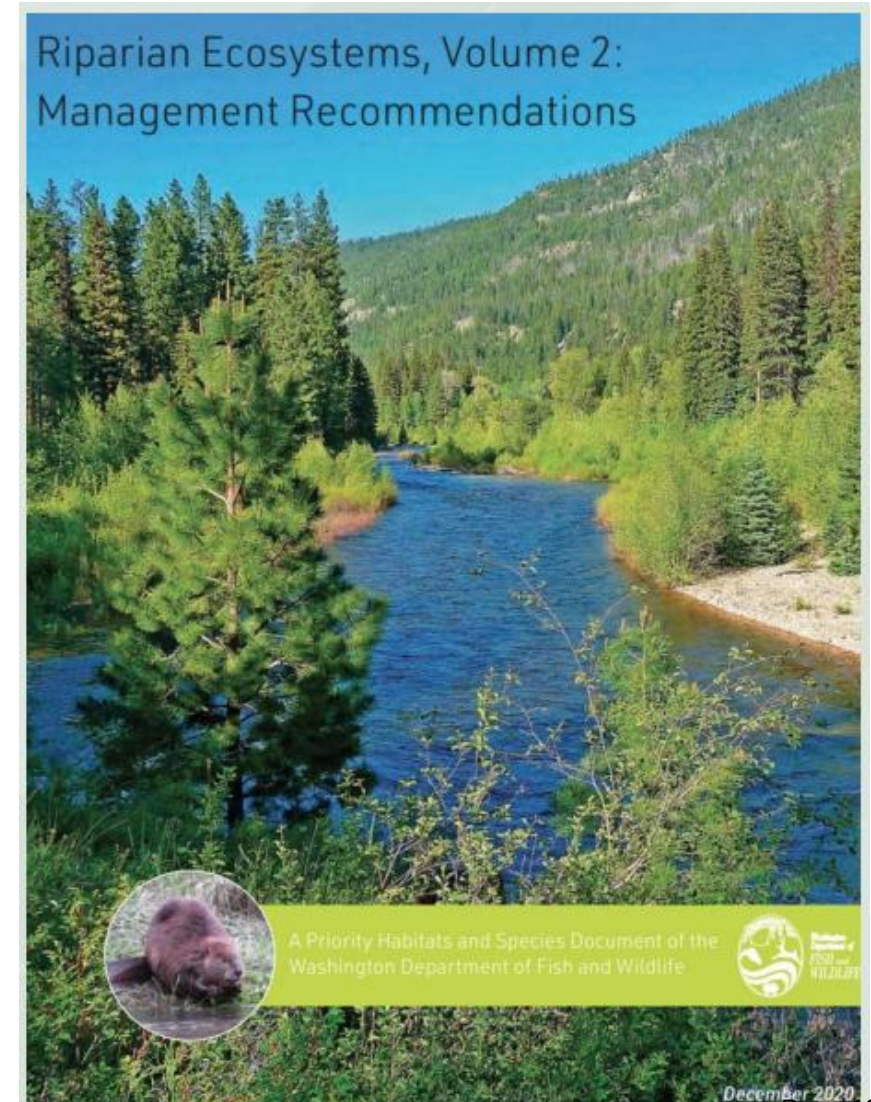


UPDATE PROCESS



Step 1: Best Available Science

- Jurisdictions must demonstrate that the best available science has been considered when creating their critical areas ordinance by documenting scientific sources that support their approach to regulating critical areas and explaining when policies depart from science-based recommendations.
- Chapter 365-195 of the Washington Administrative Code (WAC) serves as a guide for establishing what is considered the best available science.
- Edgewood Staff reviewed the Best Available Science with Planning Commission in July and August.
- **Step 2: Update Regulations and Policies**



CURRENT STATUS



Planning Commission:

- June 9: Introduction Presentation
- July 14: BAS Review (non-stream)
- August 11: BAS Review (Streams) and Draft Amendments Discussion
- September 8: Draft Amendment Discussion
- October 13: Public Hearing
- November 10: Anticipated Recommended Action

City Council Anticipated Schedule:

- October 14: Critical Area Update Introduction
 - October 15 through November 17: Review Planning Commission Meetings and Materials
- November 18: Review Planning Commission Recommendation
- November 25: Potential Action



Thank You!

Josh Kubitza, AICP
Planning Manager
Community Development Department

comdev@cityofedgewood.org



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY**

Tuesday, September 23, 2025 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith (virtually via Zoom) Councilmember West, Councilmember Buckley (virtually via Zoom), Councilmember Southard **Excused:** Deputy Mayor Tomy

2 AUDIENCE COMMENT

There was no public comment.

3 MAYOR'S REPORT

Mayor Olson shared his report with those in attendance.

4 CONSENT AGENDA:

- A.** Regular Council Meeting Minutes of September 9, 2025
- B.** Study Session Meeting Minutes of September 16, 2025
- C. AB25-076-** a motion approving September 2025 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$136,209.39 and Vendor Check Numbers 26575 through 26586, with EFT and Direct Pay Payments in the amount of \$352,772.53. Total distributions submitted for review and authorization in the amount of \$488,981.92.

Motion: As read **Action:** Approved **Moved by:** Councilmember Pazaruski **Seconded by:** Councilmember Ramirez **Motion Passed 6-0**

5 COUNCIL BUSINESS

- A. AB25-0689 -** 1st Reading of Ordinance 25-0689 Granting Unto EZEE Fiber Texas LLC a Franchise Agreement for Telecommunications

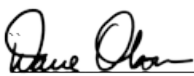
Motion: As read **Action:** Approved **Moved by:** Councilmember West **Seconded by:** Councilmember Southard **Motion Passed 6-0**

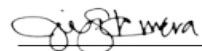
6 COUNCIL COMMENTS

Mayor Olson, and Councilmember Ramirez spoke.

7 ADJOURN

Mayor Olson adjourned the meeting at 7:14pm.


Dave Olson
Mayor


Jill Schwerzler-Herrera
City Clerk/HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, October 7, 2025 – 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 attendees in the Pledge of Allegiance.

Present: Mayor Olson, Councilmember Ramirez, Councilmember Keith (virtually via Zoom) Councilmember West, Councilmember Buckley, Councilmember Southard (virtually via Zoom) **Excused:** Deputy Mayor Tomin, Councilmember Pazaruski

2 INTERVIEWS

- A. Economic Development Advisory Board
Parks & Recreation Advisory Board
Planning Commission

Mayor Olson called on each applicant individually to tell a little about themselves and answer the Council's questions.

3 UPDATE

- A. Chair Jason Neil - Salary Commission Meeting
Finance Director Goraya, and Salary Commission Chair Neil discussed the topics discussed and decisions made at the Salary Commissions September 11 meeting.

4 COUNCIL BUSINESS

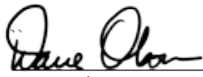
- A. Equity, Diversity, and Inclusion Council Sub-Committee Update
There was no update on this agenda item.
- B. Car Tab Fees
Director Goraya discussed the critical need for sustainable revenue sources to meet the rising costs of street operations and maintenance.
- C. Annual Capital Improvement Plan (CIP) Update
Director Metzler presented the various draft plans and documents, noting that they're still a work in progress and staff relies on the City Council to guide the planning. He then reminded those in attendance a public hearing is scheduled for the next Regular Council Meeting and additional comments will be received through a SEPA Environmental Review in the coming weeks with a final decision not anticipated until October 28, 2025.
- D. 48th Street Preservation Contract
Director Metzler presented this item in Director Hendricksen's excused absence, answering any questions, and asking that it be placed on an upcoming Consent Agenda.

5 OTHER COUNCIL ITEMS

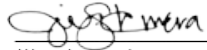
Mayor Olson spoke.

6 ADJOURN

Mayor Olson adjourned the meeting at 8:30pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB25-079- a motion approving October 2025 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$182,276.43 and Vendor Check Numbers 26587 through 26599, with EFT and Direct Pay Payments in the amount of \$181,914.01. Total distributions submitted for review and authorization in the amount of \$364,190.44.	Agenda Item #: 6.C
	For Agenda of: 10/14/2025
	Prepared by: Stephanie Goff, Vicki Lundgren
Attachments (list): 1. 101425 Voucher Directory 2. 101425 Claims Register	
Approval of Materials: Stephanie Goff, Vicki Lundgren Rachel Pitzel, Assistant City Administrator 10/09/2025 Dave Olson, Mayor 10/09/2025	Expenditure Required: \$364,190.44
	Amount Budgeted: \$364,190.44
	Timeline:

Summary Statement:

AB24-030 approving October 2025 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$182,276.43 and Vendor Check Numbers 26587 through 26599, with EFT and Direct Pay Payments in the amount of \$181,914.01. Total distributions submitted for review and authorization in the amount of \$364,190.44.

Item History:

Recommended Action:

MOTION to adopt AB25-079- a motion approving October 2025 Budgeted as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2025 - October
Council Date: : 2025 - October - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Alpine Products/AramSCO, Inc.					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 1		2025 - October - 1st Council Meeting		
		S7301553.001			
			September Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$216.20
				Signs-Jovita Trail Park	
		Total S7301553.001			\$216.20
		S7304583.001			
			September Purchases		
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$343.96
				Detour Signs-Streets	
		Total S7304583.001			\$343.96
		S7304583.002			
			September Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$12.90
				Parts-Signs-Jovita Station	
		Total S7304583.002			\$12.90
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 1				\$573.06
Total Alpine Products/AramSCO, Inc.					\$573.06
Amazon Capital Services					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 2		2025 - October - 1st Council Meeting		
		1WQQ-FWML-3DJG			
			September Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$434.21
				Office, Kitchen, & Restroom Supplies;Lightbulbs	
			001-018-000-518-20-31-08	Wellness Supplies	\$72.71
				Prizes-Walking Challenge-TEBW	
			001-018-000-518-20-35-01	Small Tools/Minor Equipment	\$52.83
				Allen Wrench & Drill Bit Sets	
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$1,672.55
				Docking Station;HDMI Cables;Power Strips;Desk Fan;Battery Backup/Surge Protector/Power Strips	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$15.40
				Wall Clock	
			001-058-000-558-50-35-01	Books/Small Tools/Minor Equipment	\$79.24

Vendor	Number	Reference	Account Number	Description	Amount
				Rechargeable Flashlights	
				Total 1WQQ-FWML-3DJG	\$2,326.94
				Total Direct Pay Payment 10/9/2025 10:48:49 AM - 2	\$2,326.94
Total Amazon Capital Services					\$2,326.94
American Traffic Solutions					
				Direct Pay Payment 10/9/2025 10:48:49 AM - 3	2025 - October - 1st Council Meeting
				INV0108958	
				September Traffic Camera Services	
				001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract
				7 Traffic Cameras	\$21,000.00
				Total INV0108958	\$21,000.00
				Total Direct Pay Payment 10/9/2025 10:48:49 AM - 3	\$21,000.00
Total American Traffic Solutions					\$21,000.00
CDW Government					
				Direct Pay Payment 10/9/2025 10:48:49 AM - 4	2025 - October - 1st Council Meeting
				AG2HZ6N	
				PO 2025034	
				001-058-000-558-60-49-01	Memberships & Subscriptions
					Adobe InDesign Pro-1 Yr Subscription
				Total AG2HZ6N	\$400.19
				AG3LP2V	
				PO 2025035	
				001-018-000-518-85-49-03	Computer Subscriptions
					Server Warranty & Support
				Total AG3LP2V	\$1,588.41
				Total Direct Pay Payment 10/9/2025 10:48:49 AM - 4	\$1,988.60
Total CDW Government					\$1,988.60
City of Sumner					
				26587	2025 - October - 1st Council Meeting
				100125-COS	
				3rd Qtr 2025 Animal Licenses	
				001-019-000-554-30-41-01	Animal Control Services
					3rd Qtr 2025 Animal Licenses
				Total 100125-COS	\$419.00
				Total 26587	\$419.00
Total City of Sumner					\$419.00

Vendor	Number	Reference	Account Number	Description	Amount
Comcast					
	EFT Payment 10/9/2025 10:48:12 AM - 1	2025 - October - 1st Council Meeting			
	8498 35 021 0602869 9/29-10/28/25				
		9/29-10/28/25 Services			
		001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications		\$447.37
			City Hall Public Internet		
	Total 8498 35 021 0602869 9/29-10/28/25				\$447.37
	Total EFT Payment 10/9/2025 10:48:12 AM - 1				\$447.37
Total Comcast					\$447.37
Crystal Springs					
	EFT Payment 10/9/2025 10:48:12 AM - 2	2025 - October - 1st Council Meeting			
	15787820 090325				
		August Water Delivery			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$172.62
			August Water Delivery		
	Total 15787820 090325				\$172.62
	15787820 100125				
		September Water Delivery			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$172.61
			September Water Delivery		
	Total 15787820 100125				\$172.61
	Total EFT Payment 10/9/2025 10:48:12 AM - 2				\$345.23
Total Crystal Springs					\$345.23
Department of Ecology					
	EFT Payment 10/9/2025 10:48:12 AM - 3	2025 - October - 1st Council Meeting			
	26-WAR314486-1				
		FY 2026 48th Street E Preservation			
		340-000-000-595-80-63-01	Transportation Cap Projects		\$820.00
			T-14 48th St E Preservation Project		
			FY 2026 48th Street E Preservation		
	Total 26-WAR314486-1				\$820.00
	Total EFT Payment 10/9/2025 10:48:12 AM - 3				\$820.00
Total Department of Ecology					\$820.00
Department of Revenue					
	EFT Payment 10/9/2025 10:48:12 AM - 4	2025 - October - 1st Council Meeting			
	093025-DOR				
		Q3 2025 Excise Tax Return			
		401-000-000-535-10-41-51	State Taxes		\$5,508.90
			Q3 2025 Public Utility & B&O Taxes		
	Total 093025-DOR				\$5,508.90
	Total EFT Payment 10/9/2025 10:48:12 AM - 4				\$5,508.90
Total Department of Revenue					\$5,508.90

Vendor	Number	Reference	Account Number	Description	Amount
Dog Waste Depot					
		EFT Payment 10/9/2025 10:48:12 AM - 5	2025 - October - 1st Council Meeting		
		783222			
			September Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$441.54
				Dog Waste Bags	
		Total 783222			\$441.54
		Total EFT Payment 10/9/2025 10:48:12 AM - 5			\$441.54
		Total Dog Waste Depot			\$441.54
Drain-Pro					
	26588		2025 - October - 1st Council Meeting		
		148417			
			9/28-10/25/25 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Edgemont Park	
		Total 148417			\$144.50
		148418			
			9/28-10/25/25 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 148418			\$259.00
		148419			
			9/28-10/25/25 Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Nelson Farm Park	
		Total 148419			\$144.50
		148420			
			9/28-10/25/25 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
				Trailhead Park	
		Total 148420			\$224.50
		148421			
			9/28-10/25/25 Svcs PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				PW Yard	
		Total 148421			\$144.50
		149050			
			September Addt'l Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Cover Refill-Nelson Nature Park	
		Total 149050			\$7.00
		149051			
			September Addt'l Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00

Vendor	Number	Reference	Account Number	Description	Amount
				Seat Cover Refill-Nelson Nature Park	
		Total 149051			\$7.00
		149052			
			September Addt'l Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Cover Refill-Trailhead Park	
		Total 149052			\$7.00
	Total 26588				\$938.00
Total Drain-Pro					\$938.00
ESI Security					
	EFT Payment 10/9/2025 10:48:12 AM - 6		2025 - October - 1st Council Meeting		
	002445				
			October Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$17.62
				Restroom Keys-(Qty 4)	
		Total 002445			\$17.62
	Total EFT Payment 10/9/2025 10:48:12 AM - 6				\$17.62
Total ESI Security					\$17.62
Grainger					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 5		2025 - October - 1st Council Meeting		
	9663966928				
			October Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$226.48
				Fall Protection Kit	
		Total 9663966928			\$226.48
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 5				\$226.48
Total Grainger					\$226.48
Hanson Tree Service LLC					
26589			2025 - October - 1st Council Meeting		
	195203				
		September Services			
		101-000-000-542-70-48-04		Roadside- ROW Veg Maint Contractor	\$13,230.73
				Tree Removal-Jovita	
	Total 195203				\$13,230.73
	195204				
		September Services			
		101-000-000-542-70-48-04		Roadside- ROW Veg Maint Contractor	\$12,995.82
				Tree Removal-119th Ave E	
	Total 195204				\$12,995.82

Vendor	Number	Reference	Account Number	Description	Amount
		195205			
			September Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$3,470.60
			10440 Dom Calata Way E		
		Total 195205			\$3,470.60
	Total 26589				\$29,697.15
Total Hanson Tree Service LLC					\$29,697.15
Inslee, Best, Doezie & Ryder, P.S.					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 6		2025 - October - 1st Council Meeting		
	447222				
			August Services		
			001-018-000-515-41-41-01	Legal Services-External	\$129.50
				Correction to August Invoice-Prologis Development	
		Total 447222			\$129.50
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 6				\$129.50
Total Inslee, Best, Doezie & Ryder, P.S.					\$129.50
Jennings Equipment, Inc.					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 7		2025 - October - 1st Council Meeting		
	093025-JEI				
			September Statement		
			001-022-000-548-30-31-01	Operating Supplies	\$23.10
				Parts for Small Power Equipment	
		Total 093025-JEI			\$23.10
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 7				\$23.10
Total Jennings Equipment, Inc.					\$23.10
Kelley Create					
	26590		2025 - October - 1st Council Meeting		
		IN2089494			
			6/30-9/29/25 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	\$60.50
				Copy Overage Charges	
		Total IN2089494			\$60.50
	Total 26590				\$60.50
Total Kelley Create					\$60.50
Kings III Emergency Communications					
	EFT Payment 10/9/2025 10:48:12 AM - 7		2025 - October - 1st Council Meeting		
	3188079				
			Service Elevator Phone(s)		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$54.95

Vendor	Number	Reference	Account Number	Description	Amount
				Service Elevator Phone(s)-10/1-10/31/25	
		Total 3188079			\$54.95
		Total EFT Payment 10/9/2025 10:48:12 AM - 7			\$54.95
Total Kings III Emergency Communications					\$54.95
Lakehaven Water & Sewer District					
		EFT Payment 10/9/2025 10:48:12 AM - 8		2025 - October - 1st Council Meeting	
		3575901 7/2-9/2/25			
			7/2-9/2/25 Svcs 22 114th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$34.66
			22 114th Ave E		
		Total 3575901 7/2-9/2/25			\$34.66
		Total EFT Payment 10/9/2025 10:48:12 AM - 8			\$34.66
Total Lakehaven Water & Sewer District					\$34.66
Les Schwab Tire Center					
		EFT Payment 10/9/2025 10:48:12 AM - 9		2025 - October - 1st Council Meeting	
		42700462339			
			October Services		
			001-022-000-544-20-47-03	Waste Disposal	\$19.78
				Tire Disposal/Dumped	
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$24.20
				Flat Tire Repair/Mount-Trailer	
		Total 42700462339			\$43.98
		Total EFT Payment 10/9/2025 10:48:12 AM - 9			\$43.98
Total Les Schwab Tire Center					\$43.98
McClatchy Company LLC					
		Direct Pay Payment 10/9/2025 10:48:49 AM - 8		2025 - October - 1st Council Meeting	
		58056			
			September Statement		
			001-019-030-514-30-41-02	Legal Publications	\$356.01
				September Statement	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$1,389.85
				September Statement	
		Total 58056			\$1,745.86
		Total Direct Pay Payment 10/9/2025 10:48:49 AM - 8			\$1,745.86
Total McClatchy Company LLC					\$1,745.86

Vendor	Number	Reference	Account Number	Description	Amount
McKinstry Co, LLC					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 9		2025 - October - 1st Council Meeting		
		10300909			
			October Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,686.46
				October Maintenance	
		Total 10300909			\$1,686.46
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 9		\$1,686.46		
Total McKinstry Co, LLC					\$1,686.46
McLendon - Parkrose Hardware					
	EFT Payment 10/9/2025 10:48:12 AM - 10		2025 - October - 1st Council Meeting		
		093025-MH			
			September Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$193.27
				Supplies-Sidewalk Repairs;Moss-Out	
			001-022-000-548-30-31-01	Operating Supplies	\$87.08
				Hammer & Drill Bits;Detergent-Pressure Washer;Carbide Cutter	
			001-076-000-576-80-31-01	Operational Supplies	\$67.87
				Parts-Irrigation-Parks	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$231.27
				Supplies-Sidewalk Repairs 109th Ave Ct E	
		Total 093025-MH			\$579.49
	Total EFT Payment 10/9/2025 10:48:12 AM - 10		\$579.49		
Total McLendon - Parkrose Hardware					\$579.49
Morgan Sound Inc.					
	26591		2025 - October - 1st Council Meeting		
		MSI123410			
			September Services		
			001-018-000-594-18-64-05	Cap Exp-Council Chambers Equipment	\$1,770.14
				Equipment Repairs-Council Chambers	
		Total MSI123410			\$1,770.14
	Total 26591		\$1,770.14		
Total Morgan Sound Inc.					\$1,770.14
Murrey's Disposal Company					
	EFT Payment 10/9/2025 10:48:12 AM - 11		2025 - October - 1st Council Meeting		
		13186358S111			
			September Services		
			001-022-000-544-20-47-03	Waste Disposal	\$424.93
				PW Yard	
		Total 13186358S111			\$424.93
	Total EFT Payment 10/9/2025 10:48:12 AM - 11		\$424.93		
Total Murrey's Disposal Company					\$424.93

Vendor	Number	Reference	Account Number	Description	Amount
PCRCD, LLC					
	26592			2025 - October - 1st Council Meeting	
		44192B190H			
			September Services		
			001-022-000-544-20-47-03	Waste Disposal	\$199.32
				Garbage-City Properties	
		Total 44192B190H			\$199.32
	Total 26592				\$199.32
Total PCRCD, LLC					\$199.32
Pierce County Auditor's Office					
	26593			2025 - October - 1st Council Meeting	
		CI-375869			
			Auditor Recording Fees Acct #5049		
			001-058-010-558-50-41-08	Legal Notices/Publications	\$964.50
				Recording Fees #CE-24-0093; CE-24-0093 (2)	
		Total CI-375869			\$964.50
	Total 26593				\$964.50
Total Pierce County Auditor's Office					\$964.50
Pierce County Budget & Finance PW					
	26594			2025 - October - 1st Council Meeting	
		CI-374854			
			August Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$27.58
				August Services-Signs & Signals	
		Total CI-374854			\$27.58
		CI-374861			
			August M&O Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$398.96
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$1,321.04
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$36,174.93
		Total CI-374861			\$37,894.93
	Total 26594				\$37,922.51
Total Pierce County Budget & Finance PW					\$37,922.51
Psomas					
	26595			2025 - October - 1st Council Meeting	
		226166			
			August Svcs-Interurban Trail Phase III		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$28,293.86
				P-1 Interurban Trail Ph 3 Design/Construction	

Vendor	Number	Reference	Account Number	Description	Amount
				P-1 Interurban Trail Ph 3 Design/Construction	
		Total 226166			\$28,293.86
	Total 26595				\$28,293.86
Total Psomas					\$28,293.86
Public Finance Inc.					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 10	2025 - October - 1st Council Meeting			
	0002582				
		4th Qtr 2025 LID Services			
		202-000-000-535-10-41-01	Professional Services		\$1,390.68
			4th Qtr 2025 LID Services		
		Total 0002582			\$1,390.68
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 10				\$1,390.68
Total Public Finance Inc.					\$1,390.68
Puget Sound Energy					
	EFT Payment 10/9/2025 10:48:12 AM - 12	2025 - October - 1st Council Meeting			
	300000011233 Sept 2025				
		September Statement			
		001-018-000-518-30-47-01	Electricity		\$9,012.99
			8/22-9/22/25 Services		
	Total 300000011233 Sept 2025				\$9,012.99
	300000011233 Sept 2025 2				
		September Statement			
		001-018-000-518-30-47-01	Electricity		\$2,840.03
			8/30-9/30/25 Services		
	Total 300000011233 Sept 2025 2				\$2,840.03
	Total EFT Payment 10/9/2025 10:48:12 AM - 12				\$11,853.02
Total Puget Sound Energy					\$11,853.02
RW Scott					
	26596	2025 - October - 1st Council Meeting			
		PE #9 TIP #5			
		Chrisella Rd E Safety Improvements			
		340-000-000-595-80-63-01	Transportation Cap Projects		\$3,773.82
			Chrisella Rd E Safety Improvements-TIP #5 (Period 3/25-9/26/25)		
		Total PE #9 TIP #5			\$3,773.82
	Total 26596				\$3,773.82
Total RW Scott					\$3,773.82

Vendor	Number	Reference	Account Number	Description	Amount
SCJ Alliance					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 11	2025 - October - 1st Council Meeting			
	82681				
		Prj 25-000102 West Valley Hwy Land Use Study			
		001-058-000-558-60-41-03	Professional Services-Non-reimbursable		\$3,863.25
			West Valley Hwy Land Use Study		
	Total 82681				\$3,863.25
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 11				\$3,863.25
Total SCJ Alliance					\$3,863.25
Smarsh, Inc.					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 12	2025 - October - 1st Council Meeting			
	INV-296456				
		9/1-9/30/25 Web Archiving			
		001-018-000-518-85-49-03	Computer Subscriptions		\$16.97
			9/1-9/30/25 Web Archiving		
	Total INV-296456				\$16.97
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 12				\$16.97
Total Smarsh, Inc.					\$16.97
SS Landscaping Services					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 13	2025 - October - 1st Council Meeting			
	63752				
		September Services			
		101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor		\$2,593.21
			Landscape Maintenance Services for September		
	Total 63752				\$2,593.21
	63781				
		September Services			
		001-076-000-576-80-41-10	Parks Maintenance		\$1,548.23
			Landscape Maintenance Services for September-City Hall		
	Total 63781				\$1,548.23
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 13				\$4,141.44
Total SS Landscaping Services					\$4,141.44
Torres Reforestation					
	26597				
		2025 - October - 1st Council Meeting			
	F9262025-1				
		September Services			
		410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint		\$14,900.00

Vendor	Number	Reference	Account Number	Description	Amount
				Drainage Clean Out; Res. 25-0773	
		Total F9262025-1			\$14,900.00
	Total 26597				\$14,900.00
Total Torres Reforestation					\$14,900.00
Transportation Systems Inc.					
	26598			2025 - October - 1st Council Meeting	
		62177			
			September Services		
			001-076-000-576-80-41-01	Professional Services	\$1,272.34
				Emergency Electrical Line Repair-Edgemont Park	
		Total 62177			\$1,272.34
	Total 26598				\$1,272.34
Total Transportation Systems Inc.					\$1,272.34
US Bank ACH/EFT					
	EFT Payment 10/9/2025 10:48:29 AM - 1			2025 - October - 1st Council Meeting	
		100725-USB			
			September Safekeeping Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$24.00
				September Safekeeping Fees	
		Total 100725-USB			\$24.00
	Total EFT Payment 10/9/2025 10:48:29 AM - 1				\$24.00
Total US Bank ACH/EFT					\$24.00
Utilities Underground Location Center					
	Direct Pay Payment 10/9/2025 10:48:49 AM - 14			2025 - October - 1st Council Meeting	
		5090150			
			September Svcs		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$109.35
				Utility Locating Svcs. for September	
		Total 5090150			\$109.35
	Total Direct Pay Payment 10/9/2025 10:48:49 AM - 14				\$109.35
Total Utilities Underground Location Center					\$109.35

Vendor	Number	Reference	Account Number	Description	Amount
Verizon Connect Fleet					
		EFT Payment 10/9/2025 10:48:12 AM - 13		2025 - October - 1st Council Meeting	
		354000076026			
			September Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$175.95
				9/1-9/30/25 Vehicle Tracking Svcs	
		Total 354000076026			\$175.95
		616000075505			
			August Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$175.95
				8/1-8/31/25 Vehicle Tracking Svcs	
		Total 616000075505			\$175.95
		Total EFT Payment 10/9/2025 10:48:12 AM - 13			\$351.90
Total Verizon Connect Fleet					\$351.90
Verizon Wireless					
		EFT Payment 10/9/2025 10:48:12 AM - 14		2025 - October - 1st Council Meeting	
		6124324801			
			September Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$1,108.59
				September Monthly Statement	
		Total 6124324801			\$1,108.59
		Total EFT Payment 10/9/2025 10:48:12 AM - 14			\$1,108.59
Total Verizon Wireless					\$1,108.59
WA State Treasurer					
	26599			2025 - October - 1st Council Meeting	
		100125-WST			
			Q3 2025 Building Fees		
			650-000-000-589-30-00-04	State Bldg Code Fee	\$425.00
				Q3 2025 Building Fees	
		Total 100125-WST			\$425.00
	Total 26599				\$425.00
Total WA State Treasurer					\$425.00
Grand Total		Vendor Count	42		\$181,914.01

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 9/30/25</u>	AWC Employee Benefit Trust	9/30/2025	\$45,594.15
<u>DCP EFT 9/30/25</u>	Deferred Compensation Program	9/30/2025	\$18,546.82
<u>Direct Deposit Run -</u>	Payroll Vendor	9/30/2025	\$88,328.81
<u>DRS EFT 9/30/25</u>	Dept of Retirement Systems	9/30/2025	\$13,129.28
<u>IRS 941 EFT 9/30/25</u>	IRS 941	9/30/2025	\$16,677.37
Total			\$182,276.43

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26586 Last Number Issued Previous Authorization			
<u>26587</u>	City of Sumner	10/14/2025	\$419.00
<u>26588</u>	Drain-Pro	10/14/2025	\$938.00
<u>26589</u>	Hanson Tree Service LLC	10/14/2025	\$29,697.15
<u>26590</u>	Kelley Create	10/14/2025	\$60.50
<u>26591</u>	Morgan Sound Inc.	10/14/2025	\$1,770.14
<u>26592</u>	PCRCD, LLC	10/14/2025	\$199.32
<u>26593</u>	Pierce County Auditor's Office	10/14/2025	\$964.50
<u>26594</u>	Pierce County Budget & Finance PW	10/14/2025	\$37,922.51
<u>26595</u>	Psomas	10/14/2025	\$28,293.86
<u>26596</u>	RW Scott	10/14/2025	\$3,773.82
<u>26597</u>	Torres Reforestation	10/14/2025	\$14,900.00
<u>26598</u>	Transportation Systems Inc.	10/14/2025	\$1,272.34
<u>26599</u>	WA State Treasurer	10/14/2025	\$425.00
<u>Direct Pay Payment</u>	Alpine Products/Aramco, Inc.	10/14/2025	\$573.06
<u>Direct Pay Payment</u>	Public Finance Inc.	10/14/2025	\$1,390.68
<u>Direct Pay Payment</u>	SCJ Alliance	10/14/2025	\$3,863.25
<u>Direct Pay Payment</u>	Smash, Inc.	10/14/2025	\$16.97
<u>Direct Pay Payment</u>	SS Landscaping Services	10/14/2025	\$4,141.44
<u>Direct Pay Payment</u>	Utilities Underground Location Center	10/14/2025	\$109.35
<u>Direct Pay Payment</u>	Amazon Capital Services	10/14/2025	\$2,326.94
<u>Direct Pay Payment</u>	American Traffic Solutions	10/14/2025	\$21,000.00
<u>Direct Pay Payment</u>	CDW Government	10/14/2025	\$1,988.60
<u>Direct Pay Payment</u>	Grainger	10/14/2025	\$226.48
<u>Direct Pay Payment</u>	Inslee, Best, Doezie & Ryder, P.S.	10/14/2025	\$129.50
<u>Direct Pay Payment</u>	Jennings Equipment, Inc.	10/14/2025	\$23.10
<u>Direct Pay Payment</u>	McClatchy Company LLC	10/14/2025	\$1,745.86
<u>Direct Pay Payment</u>	McKinstry Co, LLC	10/14/2025	\$1,686.46
<u>EFT Payment 10/9/2025</u>	Comcast	10/14/2025	\$447.37
<u>EFT Payment 10/9/2025</u>	McLendon - Parkrose Hardware	10/14/2025	\$579.49
<u>EFT Payment 10/9/2025</u>	Murrey's Disposal Company	10/14/2025	\$424.93
<u>EFT Payment 10/9/2025</u>	Puget Sound Energy	10/14/2025	\$11,853.02
<u>EFT Payment 10/9/2025</u>	Verizon Connect Fleet	10/14/2025	\$351.90
<u>EFT Payment 10/9/2025</u>	Verizon Wireless	10/14/2025	\$1,108.59
<u>EFT Payment 10/9/2025</u>	Crystal Springs	10/14/2025	\$345.23
<u>EFT Payment 10/9/2025</u>	Department of Ecology	10/14/2025	\$820.00
<u>EFT Payment 10/9/2025</u>	Department of Revenue	10/14/2025	\$5,508.90
<u>EFT Payment 10/9/2025</u>	Dog Waste Depot	10/14/2025	\$441.54
<u>EFT Payment 10/9/2025</u>	ESI Security	10/14/2025	\$17.62
<u>EFT Payment 10/9/2025</u>	Kings III Emergency Communications	10/14/2025	\$54.95
<u>EFT Payment 10/9/2025</u>	Lakehaven Water & Sewer District	10/14/2025	\$34.66
<u>EFT Payment 10/9/2025</u>	Les Schwab Tire Center	10/14/2025	\$43.98
<u>EFT Payment 10/9/2025</u>	US Bank ACH/EFT	10/14/2025	\$24.00

Total Claims Voucher Distribution	\$181,914.01
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Total Distribution Submitted for Review & Authorization	\$ 364,190.44
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$ 364,190.44
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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: AB25-0782 - Resolution 25-0782 48th Street Preservation Contract	Agenda Item #: 6.D
	For Agenda of: 10/14/2025
	Prepared by: Chuck Hendricksen
Attachments (list): 1. RESOLUTION 25-0782 2. Bid Tab Edgewood - 48th Street East Preservation 3. Contract Provisions -48th Street E part 1 of 2 4. Contract Provisions -48th Street E part 2 of 2 5. Miles Resources LLC Bid_9.10.2025 6. Edgewood - 48th Street East Preservation - CM 7. Contract Provisions -48th Street E part 2 of 2 8. Edgewood - 48th Street East Preservation - CM 9. Miles Resources LLC Bid_9.10.2025 10. Bid Tab Edgewood - 48th Street East Preservation 11. Contract Provisions -48th Street E part 1 of 2	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 10/09/2025 Dave Olson, Mayor 10/09/2025	Expenditure Required: \$672,168.43
	Amount Budgeted: \$787,670.00 (\$652,210.00 Federal Funds)
	Timeline: 10/14/2025 RCM

Summary Statement:

City staff has been working with Gray & Osborne (G&O) to develop construction plans and specifications for the 48th Street Preservation project. Staff obtained authorization from WSDOT to advertise for construction bids soon thereafter.

On August 13, 2025, the City advertised a Call for Bids in the Tacoma News Tribune, the Daily Journal of Commerce, and the City's website, with information being hosted on G&O's website. Bids were received and opened at City Hall on September 10, 2025, and attached in the bid tab summary.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding **AB25-0782** - Resolution 25-0782 48th Street Preservation Contract

Fiscal Note/Consideration:

This project is funded by a Federal Grant in the amount of \$652,210.00, the City's contribution will come from Real Estate Excise Tax funds and Surface Water funds.

RESOLUTION NO. 25-0782

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AWARDING THE CONTRACT FOR THE 48TH STREET EAST PRESERVATION PROJECT TO MILES RESOURCES LLC

WHEREAS, the Puget Sound Regional Council (PSRC) awarded \$600,000 in federal funds to the City of Edgewood for the 48th Street East Preservation Project (the “Project”) in November 2022, with said construction funding available during Federal Fiscal Year 2026; and

WHEREAS, as listed in the 2026-2031 Six-Year Transportation Improvement Plan adopted by the City Council under Resolution 25-0775, the Project has a total anticipated construction budget of \$754,000, confirming additional local funds are available for the Project; and

WHEREAS, PSRC awarded an additional \$52,210 in federal funds to the Project in July 2025, increasing the total available federal funds to \$652,210; and

WHEREAS, the City advertised a Call for Bids for the Project in the Tacoma News Tribune, the Daily Journal of Commerce, and on the City's website on August 13, 2025, with project information hosted on the website for Gray and Osborne (G&O), the City’s on-call engineering consultant, including Addenda for all registered plan holders to view; and

WHEREAS, sealed bids were received and opened at City Hall on September 10, 2025; and

WHEREAS, City staff and G&O reviewed the bids and determined that the lowest responsive and responsible bidder was Miles Resources LLC, based on its total bid of \$672,168.43, with WSDOT providing their concurrence on September 16, 2025; and

WHEREAS, the City Council considered staff’s recommendation during its study session of October 7, 2025, and regular Council meeting of October 14, 2025, and determined that the contract for the Project should be awarded to Miles Resources LLC;

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 Miles Resources LLC for the 48th Street East Preservation project, attached hereto as Exhibit A.

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

ADOPTED THIS 14TH DAY OF OCTOBER, 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, City Clerk

Exhibit A
Local Agency Contract

	BIDDER			ENGINEER'S ESTIMATE		MILES RESOURCES, LLC		PUGET PAVING & CONSTRUCTION, INC.		TUCCI & SONS, LLC		MIKE MCCLUNG CONSTRUCTION CO.	
	BIDDER ADDRESS					400 Valley Avenue NE Puyallup, WA 98372		10910 26th Avenue South Lakewood, WA 98499		4224 Waller Road Tacoma, WA 98443		P.O. Box 1189 Buckley, WA 98321	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					183,696-00		390,225-00		700,260-00		032,783-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					MILESRL897RK		PUGETPC191LS		TUCCIS*379N0		MIKEMCC981KB	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Roadway Surveying	1	LS	\$8,000.00	\$8,000.00	\$15,025.00	\$15,025.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	SPCC Plan	1	LS	\$500.00	\$500.00	\$285.00	\$285.00	\$300.00	\$300.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
3	Mobilization	1	LS	\$25,100.00	\$25,100.00	\$45,250.00	\$45,250.00	\$100,000.00	\$100,000.00	\$60,350.00	\$60,350.00	\$80,000.00	\$80,000.00
4	Flaggers	1,000	HR	\$75.00	\$75,000.00	\$89.50	\$89,500.00	\$75.00	\$75,000.00	\$90.00	\$90,000.00	\$75.00	\$75,000.00
5	Other Traffic Control Labor	100	HR	\$75.00	\$7,500.00	\$101.00	\$10,100.00	\$79.00	\$7,900.00	\$96.00	\$9,600.00	\$75.00	\$7,500.00
6	Construction Signs Class A	340	SF	\$15.00	\$5,100.00	\$1.15	\$391.00	\$25.00	\$8,500.00	\$50.00	\$17,000.00	\$35.00	\$11,900.00
7	Other Temporary Traffic Control Devices	1	LS	\$3,500.00	\$3,500.00	\$4,485.00	\$4,485.00	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$12,000.00	\$12,000.00
8	Traffic Control Supervisor	1	LS	\$7,000.00	\$7,000.00	\$26,700.00	\$26,700.00	\$31,500.00	\$31,500.00	\$22,000.00	\$22,000.00	\$45,000.00	\$45,000.00
9	Portable Changeable Message Sign	5,040	HR	\$2.00	\$10,080.00	\$0.85	\$4,284.00	\$5.00	\$25,200.00	\$5.00	\$25,200.00	\$3.00	\$15,120.00
10	Work Zone Safety Contingency	1	EST	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
11	Roadway Excavation, Incl. Haul	1,600	CY	\$40.00	\$64,000.00	\$62.00	\$99,200.00	\$56.00	\$89,600.00	\$55.00	\$88,000.00	\$60.00	\$96,000.00
12	Unsuitable Foundation Excavation, Incl. Haul	150	CY	\$65.00	\$9,750.00	\$43.50	\$6,525.00	\$56.00	\$8,400.00	\$85.00	\$12,750.00	\$65.00	\$9,750.00
13	Pothole	7	EA	\$700.00	\$4,900.00	\$925.00	\$6,475.00	\$800.00	\$5,600.00	\$250.00	\$1,750.00	\$800.00	\$5,600.00
14	Construction Geogrid for Separation	6,300	SY	\$4.00	\$25,200.00	\$10.15	\$63,945.00	\$7.75	\$48,825.00	\$7.00	\$44,100.00	\$8.00	\$50,400.00
15	Crushed Surfacing Base Course	1,300	TN	\$37.00	\$48,100.00	\$44.85	\$58,305.00	\$36.00	\$46,800.00	\$52.00	\$67,600.00	\$65.00	\$84,500.00
16	Crushed Surfacing Top Course	200	TN	\$37.00	\$7,400.00	\$94.00	\$18,800.00	\$88.00	\$17,600.00	\$135.00	\$27,000.00	\$75.00	\$15,000.00
17	Temporary HMA	85	TN	\$130.00	\$11,050.00	\$87.00	\$7,395.00	\$100.00	\$8,500.00	\$135.00	\$11,475.00	\$200.00	\$17,000.00
18	HMA Cl. 1/2" PG 58H-22	1,800	TN	\$112.00	\$201,600.00	\$102.00	\$183,600.00	\$105.00	\$189,000.00	\$119.00	\$214,200.00	\$140.00	\$252,000.00
19	Job Mix Compliance Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Compaction Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	Erosion Control and Water Pollution Prevention	1	LS	\$10,000.00	\$10,000.00	\$14,360.00	\$14,360.00	\$6,000.00	\$6,000.00	\$8,200.00	\$8,200.00	\$2,500.00	\$2,500.00
22	Raised Pavement Marker, Type 2	0.5	HD	\$1,800.00	\$900.00	\$676.85	\$338.43	\$3,400.00	\$1,700.00	\$670.00	\$335.00	\$800.00	\$400.00
23	Monument Case and Cover	3	EA	\$1,000.00	\$3,000.00	\$1,695.00	\$5,085.00	\$1,140.00	\$3,420.00	\$1,800.00	\$5,400.00	\$800.00	\$2,400.00
24	Paint Line	5,500	LF	\$0.55	\$3,025.00	\$0.60	\$3,300.00	\$1.25	\$6,875.00	\$0.60	\$3,300.00	\$2.00	\$11,000.00
25	Plastic Stop Line	20	LF	\$20.00	\$400.00	\$16.00	\$320.00	\$85.00	\$1,700.00	\$15.00	\$300.00	\$25.00	\$500.00
	Subtotal				\$536,105.00		\$672,168.43		\$698,420.00		\$772,310.00		\$813,070.00
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$536,105.00		\$672,168.43		\$698,420.00		\$772,310.00		\$813,070.00

	BIDDER			SASCON, LLC		SOUND PACIFIC CONSTRUCTION, LLC		NORTHWEST CASCADE, INC.		CMP DEVELOPMENT CORP. DBA ICON MATERIALS			
	BIDDER ADDRESS			20211 SE 210th Street Maple Valley, WA 98038		6708 144th Street NW, Suite A Gig Harbor, WA 98332		P.O. Box 73399 Puyallup, WA 98373		1508 Valentine Avenue SE Pacific, WA 98047			
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.			236,904-01		626,238-00		265,081-00		700,174-00			
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER			SASCOL*801KF		SOUNDPC842J8		NORTHCI148BG		ICONM**982CF			
	BID BOND OR OTHER GOOD FAITH TOKEN			5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND			
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Roadway Surveying	1	LS	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00		
2	SPCC Plan	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00		
3	Mobilization	1	LS	\$84,000.00	\$84,000.00	\$83,000.00	\$83,000.00	\$90,000.00	\$90,000.00	\$87,000.00	\$87,000.00		
4	Flaggers	1,000	HR	\$85.00	\$85,000.00	\$100.00	\$100,000.00	\$88.00	\$88,000.00	\$104.00	\$104,000.00		
5	Other Traffic Control Labor	100	HR	\$175.00	\$17,500.00	\$105.00	\$10,500.00	\$93.00	\$9,300.00	\$112.00	\$11,200.00		
6	Construction Signs Class A	340	SF	\$65.00	\$22,100.00	\$60.00	\$20,400.00	\$55.00	\$18,700.00	\$70.00	\$23,800.00		
7	Other Temporary Traffic Control Devices	1	LS	\$60,000.00	\$60,000.00	\$55,000.00	\$55,000.00	\$52,000.00	\$52,000.00	\$60,000.00	\$60,000.00		
8	Traffic Control Supervisor	1	LS	\$10,000.00	\$10,000.00	\$65,000.00	\$65,000.00	\$30,000.00	\$30,000.00	\$48,000.00	\$48,000.00		
9	Portable Changeable Message Sign	5,040	HR	\$5.50	\$27,720.00	\$5.00	\$25,200.00	\$5.00	\$25,200.00	\$5.50	\$27,720.00		
10	Work Zone Safety Contingency	1	EST	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00		
11	Roadway Excavation, Incl. Haul	1,600	CY	\$80.00	\$128,000.00	\$65.00	\$104,000.00	\$80.00	\$128,000.00	\$84.00	\$134,400.00		
12	Unsuitable Foundation Excavation, Incl. Haul	150	CY	\$30.00	\$4,500.00	\$55.00	\$8,250.00	\$50.00	\$7,500.00	\$108.00	\$16,200.00		
13	Pothole	7	EA	\$600.00	\$4,200.00	\$500.00	\$3,500.00	\$550.00	\$3,850.00	\$825.00	\$5,775.00		
14	Construction Geogrid for Separation	6,300	SY	\$3.00	\$18,900.00	\$2.50	\$15,750.00	\$8.25	\$51,975.00	\$11.00	\$69,300.00		
15	Crushed Surfacing Base Course	1,300	TN	\$50.00	\$65,000.00	\$50.00	\$65,000.00	\$51.00	\$66,300.00	\$65.00	\$84,500.00		
16	Crushed Surfacing Top Course	200	TN	\$50.00	\$10,000.00	\$60.00	\$12,000.00	\$51.00	\$10,200.00	\$175.00	\$35,000.00		
17	Temporary HMA	85	TN	\$155.00	\$13,175.00	\$260.00	\$22,100.00	\$195.00	\$16,575.00	\$221.00	\$18,785.00		
18	HMA Cl. 1/2" PG 58H-22	1,800	TN	\$140.00	\$252,000.00	\$120.00	\$216,000.00	\$146.00	\$262,800.00	\$133.00	\$239,400.00		
19	Job Mix Compliance Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
20	Compaction Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
21	Erosion Control and Water Pollution Prevention	1	LS	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00	\$12,600.00	\$12,600.00	\$18,000.00	\$18,000.00		
22	Raised Pavement Marker, Type 2	0.5	HD	\$650.00	\$325.00	\$700.00	\$350.00	\$660.00	\$330.00	\$780.00	\$390.00		
23	Monument Case and Cover	3	EA	\$3,000.00	\$9,000.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$975.00	\$2,925.00		
24	Paint Line	5,500	LF	\$0.70	\$3,850.00	\$1.00	\$5,500.00	\$0.60	\$3,300.00	\$0.70	\$3,850.00		
25	Plastic Stop Line	20	LF	\$18.00	\$360.00	\$15.00	\$300.00	\$15.50	\$310.00	\$18.00	\$360.00		
	Subtotal				\$843,130.00		\$848,950.00		\$905,640.00		\$1,017,905.00		
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		
	TOTAL CONSTRUCTION COST				\$843,130.00		\$848,950.00		\$905,640.00		\$1,017,905.00		
	Sealed bids were opened at the City of Edgewood City Hall, 10440 Dom Calata Way East, Edgewood, Washington 98372 on Wednesday, September 10, 2025, at 11:00 a.m. (local time).												
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.												
	TANI STAFFORD, P.E.												

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

48TH STREET EAST PRESERVATION
FEDERAL AID NO. STPGUL-3225(001)

G&O #24596.01
JULY 2025



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

48TH STREET EAST PRESERVATION
FEDERAL AID NO. STPGUL-3225(001)



7-18-2025

G&O #24596.01
JULY 2025

Approved for Construction:

City of Edgewood

7-18-2025

Date



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CALL FOR BIDS

CITY OF EDGEWOOD

48TH STREET EAST PRESERVATION ENGINEER'S ESTIMATE \$638,345

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 Wednesday, September 10, 2025, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the 48th Street East Preservation.

The project includes pavement preservation improvements on 48th Street East between 122nd Avenue East and Sumner Heights Drive East, including excavation, concrete panel removal, pavement reconstruction, construction geotextile, permanent signing, pavement marking, surface restoration, traffic control and other related work items.

The Work shall be physically complete within 60 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" 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 for this project are available free-of-charge at the following website: <https://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 15%. 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 City.

(Signed) **JILL SCHWERZLER-HERRERA**
CITY CLERK

Daily Journal of Commerce Publish: August 15, 2025 and August 22, 2025

Tacoma News Tribune Publish: August 20, 2025 and August 27, 2025

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Appendix A – Supplemental Bidder Responsibility Criteria

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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-5) |
| b. | Certification for Federal Aid Contracts | (Page P-6) |
| c. | Non-Collusion Declaration | (Page P-7) |
| d. | Disadvantaged Business Enterprise Utilization
Certification | (Pages P-8 – P-10) |
| e. | DBE Written Confirmation Document | (Page P-11) |
| f. | DBE Bid Item Breakdown Form | (Page P-12 – P-13) |
| g. | DBE Trucking Credit Form | (Page P-14 – P-15) |
| h. | Bidder Questionnaire | (Page P-16) |
| i. | Certification of Compliance with Wage Payment Statutes | (Page P-18) |
| j. | Proposal Signature Page | (Page P-19) |
| k. | Delinquent State Taxes | (Page P-20) |
| l. | Local Agency Proposal Bond | (Page P-21) |

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 C-1 - C-3) |
| b. | Performance Bond | (Page B-1) |
| c. | Public Works Payment Bond | (Page B-2) |
| d. | Certificate of Insurance | |

48TH STREET EAST PRESERVATION

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.	Roadway Surveying (1-05.4)	1	LS	\$ _____	\$ _____
2.	SPCC Plan (1-07.15(1))	1	LS	\$ _____	\$ _____
3.	Mobilization (1-09.7)	1	LS	\$ _____	\$ _____
4.	Flaggers (1-10.5(2))	1,000	HR	\$ _____	\$ _____
5.	Other Traffic Control Labor (1-10.5(2))	100	HR	\$ _____	\$ _____
6.	Construction Signs Class A (1-10.5(2))	340	SF	\$ _____	\$ _____
7.	Other Temporary Traffic Control Devices (1-10.5(2))	1	LS	\$ _____	\$ _____
8.	Traffic Control Supervisor (1-10.5(2))	1	LS	\$ _____	\$ _____
9.	Portable Changeable Message Sign (1-10.5(2))	5,040	HR	\$ _____	\$ _____
10.	Work Zone Safety Contingency (1-10.5(2))	1	EST	\$8,500.00	\$8,500.00
11.	Roadway Excavation, Incl. Haul (2-03.5)	2,140	CY	\$ _____	\$ _____
12.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	150	CY	\$ _____	\$ _____
13.	Pothole (2-09.5)	7	EA	\$ _____	\$ _____
14.	Construction Geogrid for Separation (2-12.5)	6,300	SY	\$ _____	\$ _____
15.	Crushed Surfacing Base Course (4-04.5)	1,300	TN	\$ _____	\$ _____
16.	Crushed Surfacing Top Course (4-04.5)	200	TN	\$ _____	\$ _____
17.	Temporary HMA (5-04.5)	85	TN	\$ _____	\$ _____

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	2,520 TN	\$ _____	\$ _____
19.	Job Mix Compliance Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
20.	Compaction Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
21.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ _____	\$ _____
22.	Raised Pavement Marker, Type 2 (8-09.5)	0.5 HD	\$ _____	\$ _____
23.	Monument Case and Cover (8-21.5)	3 EA	\$ _____	\$ _____
24.	Paint Line (8-22.5)	5,500 LF	\$ _____	\$ _____
25.	Plastic Stop Line (8-22.5)	20 LF	\$ _____	\$ _____
Subtotal:				\$ _____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....				\$ <u>0.00</u>
TOTAL CONSTRUCTION COST:				\$ _____

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

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

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

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 _____;
Unified Business Identifier Number is _____;
Excise Tax Registration Number is _____; and
Employment Security Account Number is _____.

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.

PROPOSAL - Continued

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



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: _____ 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:

[illegible]

Disadvantaged Business Enterprise _____
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount _____

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

**Instructions for Disadvantaged Business
Enterprise Utilization Certification Form**

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

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

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

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

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder may only claim 50% of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\\$100,000 \times 50\%) = \\$50,000$ (Column 5) to be applied towards the goal. Note 2: For Work sublet to a Regular Dealer the bidder may only claim 60% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\\$100,000 \times 60\%) = \\$60,000$ (Column 5) to be applied towards the goal. Note 3: For Work sublet to a Broker the bidder may only claim the fees paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\\$100,000 \times \text{reasonable fee } \%) = \\$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

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

Disadvantaged Business Enterprise Utilization Certification

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

[illegible]

Total DBE Commitment Dollar Amount 1,295,250
Box 4

DOT Form 272-056
Revised 03/2018

PROPOSAL - Continued



**Washington State
Department of Transportation**

***Disadvantaged Business Enterprise (DBE)
Written Confirmation Document***

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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

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

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

PROPOSAL - Continued



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

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

Column 1 Name of UDBE (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)
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

PROPOSAL - Continued

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

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.



**Washington State
Department of Transportation**

**Disadvantaged Business Enterprise
(DBE) Trucking Credit Form**

PART A: TO BE COMPLETED BY THE BIDDER

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

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

Use additional sheets as necessary.

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

PROPOSAL - Continued

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

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

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

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

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

PROPOSAL - Continued



**Washington State
Department of Transportation**

Bidder Questionnaire

Agency Name						Federal Aid Number		
Prime Contractor Name						Contract Number		
Contract Name								
Firm/ Subcontractor Name	Address (Incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Representative

Title

Date

DOT Form 272-022 Revised 09/2024

• Previous Versions Obsolete •

PROPOSAL - Continued

Form Instructions

The following information on each firm that submitted a bid is required as part of part of 49 CFR 26.11(c)(2):

Firm/Subcontractor Name: Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

Address: Enter the date the main address of the firm/subcontractor. Include the zip code.

DBE Status: Enter the DBE status. *Options are DBE and Non-DBE.*

Race: Enter the race of the majority Owner. *Options are "Black American", "Hispanic American", "Native American", "Asian-Pacific American", "Subcontinent Asian American", and "White".* N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

Gender: Enter the gender of the majority Owner. *Options are "Female" and "Male".* N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

NAICS Codes: Enter the appropriate NAICS Codes for the work the bid was submitted.

Scope of Work: Enter the scope of the work the bid was submitted for.

Firm Age: Enter the age of the Firm.

Firm Gross Receipts: Enter the annual gross receipts. *Options are "Less than \$1 million", "\$1-\$3 million", "\$3-\$6 million", "\$6-\$10 million", "\$10-\$20 million", "\$20-\$30.72 million", "Greater than \$30.72 million".*

Prime Contractor Representative: The name of the person who filled out the form.

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: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

PROPOSAL - 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) _____, _____ & _____

Signature of Authorized Official(s)

Proposal Must Be Signed →

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No _____

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.

PROPOSAL - Continued

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
48TH STREET EAST PRESERVATION**

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.

(Date)

(Signature)

(Print Name)

(Title)

PROPOSAL - Continued

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the
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:

48TH STREET EAST PRESERVATION

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 _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

DOT Form 272-001A EF
07/2011

PART 2

AGREEMENT AND BONDS

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 48th Street East Preservation 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 48th Street East Preservation 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 EDGEWOOD, WA

Bond No. _____

CITY OF EDGEWOOD, Washington, (City) has awarded to _____ (Principal), a Contract for the construction of the project designated as 48th Street East Preservation 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 _____

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

PART 4

SPECIAL PROVISIONS

DIVISION 1

GENERAL REQUIREMENTS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 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 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 WSDOTGSP)

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

1. *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
2. *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, 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 pavement preservation improvements on 48th Street East between 122nd Avenue East and Sumner Heights Drive East, including the installation of storm system improvements, excavation, concrete panel removal, pavement reconstruction, construction geotextile, permanent signing, pavement marking, 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

(November 25, 2024 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, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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

(November 20, 2023 WSDOT GSP, Opt 2)

The fourth and fifth paragraphs of this Section are deleted.

(September 3, 2024 WSDOT GSP, OPT3.GR1)

The Bidder shall submit the following supplemental documents with the Bid in accordance with Section 1-02.9:

1. Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056).
2. DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.
3. Good Faith Effort Documentation - Bidder must submit good faith effort documentation with the Disadvantaged Business Enterprise Utilization Certification only in the event the Bidder's efforts to solicit sufficient DBE participation have been unsuccessful.
4. DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

SPECIAL PROVISIONS - Continued

(September 3, 2024 WSDOT GSP, OPT7.GR1)

Bidder Questionnaire

The Bidder shall submit with their Bid a completed Bidder Questionnaire form (WSDOT Form #272-022). This shall be filled out for each firm who submitted a bid or quote in attempt to participate in the project whether they were successful or not and include the following information:

1. Firm name;
2. Firm address including ZIP code;
3. Firm's status as a DBE or non-DBE;
4. Race and gender information for the firm's majority owner;
5. NAICS code applicable to each scope of work the firm sought to perform in its bid;
6. Age of the firm; and
7. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.) rather than requesting an exact figure from the firm.

Failure to return this completed form as part of the Bid Proposal package will cause this Bid to be considered irregular in accordance with Section 1-02.13. A copy of this form is included in the Proposal Forms.

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;

SPECIAL PROVISIONS - Continued

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

(April 22, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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

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

- DBE Utilization Certification
- DBE Written Confirmation Document (from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation (if applicable)
- DBE Bid Item Breakdown

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

specified, or received in a location other than that specified in the Call for Bids.

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time specified for receipt of Proposals, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

DBE DOCUMENT SUBMITTAL REQUIREMENTS

DBE Utilization Certification (WSDOT Form 272-056)

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 Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation and/or GFE Documentation 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 Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

DBE Bid Item Breakdown Form (WSDOT Form 272-054)

The DBE Bid Item Breakdown 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, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

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

Delete this Section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals

(September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

- A Proposal will be considered irregular and will be rejected if:
 1. The Bidder is not prequalified when so required;
 2. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 3. A price per unit cannot be determined from the Bid Proposal;
 4. The Proposal form is not properly executed;
 5. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 6. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 7. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 8. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 9. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

SPECIAL PROVISIONS - Continued

10. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

- A Proposal may be considered irregular and may be rejected if:

1. The Proposal does not include a unit price for every Bid item;
2. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
3. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
4. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
5. Receipt of Addenda is not acknowledged;
6. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or

g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

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

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 1. **Delinquent State Taxes**

2
3 A Criterion: The Bidder shall not owe delinquent taxes to the
4 Washington State Department of Revenue without a payment
5 plan approved by the Department of Revenue.

6
7 B. Documentation: The Bidder, if and when required as detailed
8 below, shall sign a statement (on a form to be provided by the
9 Contracting Agency) that the Bidder does not owe delinquent
10 taxes to the Washington State Department of Revenue, or if
11 delinquent taxes are owed to the Washington State
12 Department of Revenue, the Bidder must submit a written
13 payment plan approved by the Department of Revenue, to the
14 Contracting Agency by the deadline listed below.

15
16 2. **Federal Debarment**

17
18 A. Criterion: The Bidder shall not currently be debarred or
19 suspended by the Federal government.

20
21 B. Documentation: The Bidder shall not be listed as having an
22 “active exclusion” on the U.S. government’s “System for
23 Award Management” database (www.sam.gov).

24
25 3. **Subcontractor Responsibility**

26
27 A Criterion: The Bidder’s standard subcontract form shall
28 include the subcontractor responsibility language required by
29 RCW 39.06.020, and the Bidder shall have an established
30 procedure which it utilizes to validate the responsibility of each
31 of its subcontractors. The Bidder’s subcontract form shall also
32 include a requirement that each of its subcontractors shall
33 have and document a similar procedure to determine whether
34 the sub-tier subcontractors with whom it contracts are also
35 “responsible” subcontractors as defined by RCW 39.06.020.

36
37 B. Documentation: The Bidder, if and when required as detailed
38 below, shall submit a copy of its standard subcontract form for
39 review by the Contracting Agency, and a written description of
40 its procedure for validating the responsibility of subcontractors
41 with which it contracts.

1 4. **Claims Against Retainage and Bonds**

2
3 A Criterion: The Bidder shall not have a record of excessive
4 claims filed against the retainage or payment bonds for public
5 works projects in the three years prior to the bid submittal
6 date, that demonstrate a lack of effective management by the
7 Bidder of making timely and appropriate payments to its
8 subcontractors, suppliers, and workers, unless there are
9 extenuating circumstances and such circumstances are
10 deemed acceptable to the Contracting Agency.

11
12 B. Documentation: The Bidder, if and when required as detailed
13 below, shall submit a list of the public works projects
14 completed in the three years prior to the bid submittal date
15 that have had claims against retainage and bonds and include
16 for each project the following information:

- 17
18 a. Name of project
19 b. The owner and contact information for the owner;
20 c. A list of claims filed against the retainage and/or
21 payment bond for any of the projects listed;
22 d. A written explanation of the circumstances surrounding
23 each claim and the ultimate resolution of the claim.

24
25 5. **Public Bidding Crime**

26
27 A Criterion: The Bidder and/or its owners shall not have been
28 convicted of a crime involving bidding on a public works
29 contract in the five years prior to the bid submittal date.

30
31 B. Documentation: The Bidder, if and when required as detailed
32 below, shall sign a statement (on a form to be provided by the
33 Contracting Agency) that the Bidder and/or its owners have
34 not been convicted of a crime involving bidding on a public
35 works contract.

36
37 6. **Termination for Cause / Termination for Default**

38
39 A Criterion: The Bidder shall not have had any public works
40 contract terminated for cause or terminated for default by a
41 government agency in the five years prior to the bid submittal
42 date, unless there are extenuating circumstances and such
43 circumstances are deemed acceptable to the Contracting
44 Agency.

SPECIAL PROVISIONS - Continued

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

8
9 7. **Lawsuits**

- 10
11 A Criterion: The Bidder shall not have lawsuits with judgments
12 entered against the Bidder in the five years prior to the bid
13 submittal date that demonstrate a pattern of failing to meet the
14 terms of contracts, unless there are extenuating
15 circumstances and such circumstances are deemed
16 acceptable to the Contracting Agency

- 17
18 B. Documentation: The Bidder, if and when required as detailed
19 below, shall sign a statement (on a form to be provided by the
20 Contracting Agency) that the Bidder has not had any lawsuits
21 with judgments entered against the Bidder in the five years
22 prior to the bid submittal date that demonstrate a pattern of
23 failing to meet the terms of contracts, or shall submit a list of
24 all lawsuits with judgments entered against the Bidder in the
25 five years prior to the bid submittal date, along with a written
26 explanation of the circumstances surrounding each such
27 lawsuit. The Contracting Agency shall evaluate these
28 explanations to determine whether the lawsuits demonstrate
29 a pattern of failing to meet of terms of construction related
30 contracts

31
32 As evidence that the Bidder meets the Supplemental Criteria stated above,
33 the apparent low Bidder must submit to the Contracting Agency by 12:00
34 P.M. (noon) of the second business day following the bid submittal deadline,
35 a written statement verifying that the Bidder meets the supplemental criteria
36 together with supporting documentation (sufficient in the sole judgment of
37 the Contracting Agency) demonstrating compliance with the Supplemental
38 Criteria. The Contracting Agency reserves the right to request further
39 documentation as needed from the low Bidder and documentation from
40 other Bidders as well to assess Bidder responsibility and compliance with
41 all bidder responsibility criteria. The Contracting Agency also reserves the
42 right to obtain information from third-parties and independent sources of
43 information concerning a Bidder's compliance with the mandatory and
44 supplemental criteria, and to use that information in their evaluation. The

SPECIAL PROVISIONS - Continued

Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount

SPECIAL PROVISIONS - Continued

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

1-03.3 Execution of Contract

(July 8, 2024 APWA GSP Option B)

This section is supplemented with the following:

No later than 5 calendar days after the Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included as part of the executed Contract.

DBE Trucking Credit Forms shall be submitted to ORegionOEO@wsdot.gov and in one of the following ways:

1. By Email: chuck@cityofedgewood.org
2. By Mail to: Attn: Chuck Hendricksen, Public Works Director, City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, or
3. By: Hand delivery to the front desk at the City Hall, City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 before 5:00 p.m.

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

SPECIAL PROVISIONS - Continued

performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

SPECIAL PROVISIONS - Continued

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
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SPECIAL PROVISIONS - Continued

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

1-05.1 Authority of the Engineer

1-05.1(2) Requests for Information (RFI)

The fourth paragraph of Section 1-05.1(2) is revised to read:

(November 4, 2024, WSDOT GSP, 1-05.1(2).Opt1.2026.GR1)

The Contractor may submit a RFI for one of the following reasons:

1. The Contractor believes there is information missing from the Contract Documents (Missing Information).
2. The Contractor believes a clarification of one or more of the Contract requirements is necessary (Clarification).
3. The Contractor needs to substitute a material that provides an equal or better level of performance as the one specified in the Contract (RFC - Material Substitution). Requests shall indicate the location(s), quantity, and shall describe how the material provides an equal or better level of performance as the material originally specified.
4. The Contractor requests a change to the Contract requirements for a reason other than one listed in items 1-3 of this Section (RFC - Other). To be considered, the request must not meet the requirements of a Value Engineering Change Proposal. To be considered, the request

shall qualify as a Minor Change in accordance with Section 1-04.4(1)
and shall describe how the change is beneficial to the project.

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.

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.

SPECIAL PROVISIONS - Continued

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

SPECIAL PROVISIONS - Continued

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

SPECIAL PROVISIONS - Continued

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

5
6 Contract work to be performed using contractor-provided stakes shall not
7 begin until the stakes are approved by the Contracting Agency. Such
8 approval shall not relieve the Contractor of responsibility for the accuracy of
9 the stakes.

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

Payment

15
16
17 Payment will be made for the following bid item when included in the
18 proposal:

19
20 "Roadway Surveying," lump sum.

21
22 The lump sum contract price for "Roadway Surveying" shall be full pay for
23 all labor, equipment, materials, and supervision utilized to perform the Work
24 specified, including any resurveying, checking, correction of errors,
25 replacement of missing or damaged stakes, and coordination efforts.

1-05.7 Removal of Defective and Unauthorized Work

26
27
28 *(October 1, 2005 APWA GSP)*

29
30 Supplement this Section with the following:

31
32 If the Contractor fails to remedy defective or unauthorized work within the
33 time specified in a written notice from the Engineer, or fails to perform any
34 part of the work required by the Contract Documents, the Engineer may
35 correct and remedy such work as may be identified in the written notice,
36 with Contracting Agency forces or by such other means as the Contracting
37 Agency may deem necessary.

38
39 If the Contractor fails to comply with a written order to remedy what the
40 Engineer determines to be an emergency situation, the Engineer may have
41 the defective and unauthorized work corrected immediately, have the
42 rejected work removed and replaced, or have work the Contractor refuses
43 to perform completed by using Contracting Agency or other forces. An
44 emergency situation is any situation when, in the opinion of the Engineer, a

SPECIAL PROVISIONS - Continued

1 delay in its remedy could be potentially unsafe, or might cause serious risk
2 of loss or damage to the public.

3
4 Direct or indirect costs incurred by the Contracting Agency attributable to
5 correcting and remedying defective or unauthorized work, or work the
6 Contractor failed or refused to perform, shall be paid by the Contractor.
7 Payment will be deducted by the Engineer from monies due, or to become
8 due, the Contractor. Such direct and indirect costs shall include in
9 particular, but without limitation, compensation for additional professional
10 services required, and costs for repair and replacement of work of others
11 destroyed or damaged by correction, removal, or replacement of the
12 Contractor's unauthorized work.

13
14 No adjustment in contract time or compensation will be allowed because of
15 the delay in the performance of the work attributable to the exercise of the
16 Contracting Agency's rights provided by this Section.

17
18 The rights exercised under the provisions of this Section shall not diminish
19 the Contracting Agency's right to pursue any other avenue for additional
20 remedy or damages with respect to the Contractor's failure to perform the
21 work as required.

22 23 **1-05.11 Final Inspection**

24
25 Delete this Section and replace it with the following:

26 27 **1-05.11 Final Inspections and Operational Testing** 28 *(October 1, 2005 APWA GSP)*

29 30 **1-05.11(1) Substantial Completion Date**

31
32 When the Contractor considers the work to be substantially complete, the
33 Contractor shall so notify the Engineer and request the Engineer establish
34 the Substantial Completion Date. The Contractor's request shall list the
35 specific items of work that remain to be completed in order to reach physical
36 completion. The Engineer will schedule an inspection of the work with the
37 Contractor to determine the status of completion. The Engineer may also
38 establish the Substantial Completion Date unilaterally.

39
40 If, after this inspection, the Engineer concurs with the Contractor that the
41 work is substantially complete and ready for its intended use, the Engineer,
42 by written notice to the Contractor, will set the Substantial Completion Date.
43 If, after this inspection the Engineer does not consider the work substantially
44 complete and ready for its intended use, the Engineer will, by written notice,
45 so notify the Contractor giving the reasons therefor.

1
2 Upon receipt of written notice concurring in or denying substantial
3 completion, whichever is applicable, the Contractor shall pursue vigorously,
4 diligently and without unauthorized interruption, the work necessary to
5 reach Substantial and Physical Completion. The Contractor shall provide
6 the Engineer with a revised schedule indicating when the Contractor
7 expects to reach substantial and physical completion of the work.
8

9 The above process shall be repeated until the Engineer establishes the
10 Substantial Completion Date and the Contractor considers the work
11 physically complete and ready for final inspection.
12

13 **1-05.11(2) Final Inspection and Physical Completion Date**
14

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

27 If action to correct the listed deficiencies is not initiated within 7 days after
28 receipt of the written notice listing the deficiencies, the Engineer may, upon
29 written notice to the Contractor, take whatever steps are necessary to
30 correct those deficiencies pursuant to Section 1-05.7. The Contractor will
31 not be allowed an extension of contract time because of a delay in the
32 performance of the work attributable to the exercise of the Engineer's right
33 hereunder.
34

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

1-05.11(3) Operational Testing

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

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

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

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

Delete the sixth and seventh paragraphs of this Section.

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery

SPECIAL PROVISIONS - Continued

1 service with return receipt requested to the Engineer's office. Electronic
2 copies such as emails or electronically delivered copies of correspondence
3 will not constitute such notice and will not comply with the requirements of
4 the Contract.

5
6 Add the following new section:

7
8 **1-05.16 Water and Power**
9 *(October 1, 2005 APWA GSP)*

10
11 The Contractor shall make necessary arrangements, and shall bear the
12 costs for power and water necessary for the performance of the work,
13 unless the contract includes power and water as a pay item.

14
15 **1-06 CONTROL OF MATERIAL**

16
17 This Section is supplemented with the following:

18
19 **Build America/Buy America**

20
21 *(March 30, 2025 WSDOT GSP, OPT2(A).GR1)*

22 **General Requirements**

23
24 In accordance with Buy America requirements contained in 23 CFR 635.410
25 and 2 CFR 184, the following materials must be produced in the United
26 States:

- 27
- 28 1. All Iron or Steel Products used in the project. This means all
29 manufacturing processes, from the initial melting stage through the
30 application of coatings, occurred in the United States.
 - 31
 - 32 2. All Manufactured Products used in the project. This means the
33 manufactured product was manufactured in the United States.
 - 34
 - 35 3. All Construction Materials used in the project. This means that all
36 manufacturing processes for the construction material occurred in
37 the United States.
 - 38

39 An article, material, or supply will be classified in one of four categories: 1)
40 Iron or Steel Product, 2) Manufactured Product, 3) Construction Material, or
41 4) Excluded Material. Only a single category will apply to an item except as
42 follows:

- 43
- 44 1. With respect to precast concrete products that are classified as
45 Manufactured Products, the components of precast concrete

SPECIAL PROVISIONS - Continued

products that consist wholly or predominantly of iron, steel, or combination of both shall meet the requirements for and be tracked as an Iron or Steel Product. The item shall also meet the requirements for a Manufactured Product, and the cost of the iron or steel components shall be included in determining if the Manufactured Product was produced in the United States.

2. With respect to intelligent transportation systems and other electronic hardware systems that are classified as Manufactured Products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron, steel, or a combination of both, shall meet the requirements for and be tracked as an Iron or Steel Products. The item shall also meet the requirements for a Manufactured Product and the cost of the iron or steel components shall be included in determining if the manufactured product was produced in the United States.

Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a Construction Material, a Manufactured Product, an Iron or Steel Product, or an excluded material based on their composition when they arrive at the staging area or work site.

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 including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
 - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
 - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);

SPECIAL PROVISIONS - Continued

- d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
- e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, though the completion of the draw;
- f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
- g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or
- h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

- 2. Excluded Material: A material where Buy America requirements do not apply. This includes the following:
 - a. Materials excluded by Section 70917(c) of the Buy America, Build America Act with respect to aggregates this includes cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives. These materials shall be classified as excluded materials based on the composition when brought to the work site. It also includes combinations of these excluded materials when mixtures of Excluded Materials are delivered to the work site without final form for incorporation into the project (i.e. wet concrete and HMA). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.
 - b. Temporary materials that are not being permanently incorporated into the project.
 - c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel Product, or a Construction Material and when these materials are

SPECIAL PROVISIONS - Continued

delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.

3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.

4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

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.

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America 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.

SPECIAL PROVISIONS - Continued

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

8
9 Manufacturing begins with the initial melting and mixing and continues
10 through the coating stage. Any process which modifies the chemical
11 content, the physical size or shape, or the final finish is considered a
12 manufacturing process. The processes include rolling, extruding,
13 machining, bending, grinding, drilling, welding, and coating. The action of
14 applying a coating to steel or iron is deemed a manufacturing process.
15 Coating includes epoxy coating, galvanizing, aluminizing, painting, and any
16 other coating that protects or enhances the value of steel or iron. Any
17 process from the original reduction from ore to the finished product
18 constitutes a manufacturing process for iron.

19
20 Due to a nationwide waiver, Buy America requirements do not apply to raw
21 materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron
22 ore processed, pelletized, and reduced iron ore.

23
24 The following are considered to be steel manufacturing processes:

- 25
26 1. Production of steel by any of the following processes:
27
28 a. Open hearth furnace.
29
30 b. Basic oxygen.
31
32 c. Electric furnace.
33
34 d. Direct reduction.
35
36 2. Rolling, heat treating, and any other similar processing.
37
38 3. Fabrication of the products:
39
40 a. Spinning wire into cable or strand.
41
42 b. Corrugating and rolling into culverts.
43
44 c. Shop fabrication.
45

A certification of materials origin will be required for all iron or steel products 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, Buy America requirements do not apply to Manufactured Products except as follows:

1. When a precast concrete product is classified as a Manufactured Product, the components that are an Iron or Steel Product shall follow the "Iron and Steel Requirements" of this Specification.
2. When an electronic hardware system such as an intelligent transportation system is classified as a Manufactured Product, the cabinets and the other enclosures of such systems that are an Iron or Steel Product shall follow the "Iron and Steel 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 meet the Buy America requirements. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\text{Total cost of Foreign Construction Materials}}{\text{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Iron or Steel Products, and all Manufactured

SPECIAL PROVISIONS - Continued

Products. Total applicable material costs does not include Excluded Materials.

(March 20, 2025 WSDOT GSP, 1-06.OPT2(B).FR1)

The following items of work containing steel, iron or other construction materials are considered to be temporary and are excluded from the Buy America requirements:

Straw Wattle components

Storm Inlet Protection components

1-06.2(2)B Financial Incentive

(January 4, 2024 AWP A GSP)

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

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.

SPECIAL PROVISIONS - Continued

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

5
6 The Contractor shall maintain at the project site office, or other well known
7 place at the project site, all articles necessary for providing first aid to the
8 injured. The Contractor shall establish, publish, and make known to all
9 employees, procedures for ensuring immediate removal to a hospital, or
10 doctor's care, persons, including employees, who may have been injured
11 on the project site. Employees should not be permitted to work on the
12 project site before the Contractor has established and made known
13 procedures for removal of injured persons to a hospital or a doctor's care.

14
15 The Contractor shall have sole responsibility for the safety, efficiency, and
16 adequacy of the Contractor's plant, appliances, and methods, and for any
17 damage or injury resulting from their failure, or improper maintenance, use,
18 or operation. The Contractor shall be solely and completely responsible for
19 the conditions of the project site, including safety for all persons and
20 property in the performance of the work. This requirement shall apply
21 continuously, and not be limited to normal working hours. The required or
22 implied duty of the Engineer to conduct construction review of the
23 Contractor's performance does not, and shall not, be intended to include
24 review and adequacy of the Contractor's safety measures in, on, or near
25 the project site.

26 27 **1-07.2 State Taxes**

28
29 Delete this Section, including its sub-sections, in its entirety and replace it with the
30 following:

31 32 **1-07.2 State Sales Tax** 33 *(June 27, 2011 APWA GSP)*

34
35 The Washington State Department of Revenue has issued special rules on
36 the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to
37 clarify those rules. The Contractor should contact the Washington State
38 Department of Revenue for answers to questions in this area. The
39 Contracting Agency will not adjust its payment if the Contractor bases a bid
40 on a misunderstood tax liability.

41
42 The Contractor shall include all Contractor-paid taxes in the unit bid prices
43 or other contract amounts. In some cases, however, state retail sales tax
44 will not be included. Section 1-07.2(2) describes this exception.
45

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

SPECIAL PROVISIONS - Continued

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

6 7 **1-07.2(3) Services**

8
9 The Contractor shall not collect retail sales tax from the Contracting Agency
10 on any contract wholly for professional or other services (as defined in
11 Washington State Department of Revenue Rules 138 and 244).

12 13 **1-07.5 Environmental Regulations**

14
15 This Section is supplemented with the following:

16
17 (September 20, 2010 WSDOT GSP, OPT1.GR1)
18 **Environmental Commitments**

19
20 The following Provisions summarize the requirements, in addition to those
21 required elsewhere in the Contract, imposed upon the Contracting Agency
22 by the various documents referenced in the Special Provision **Permits and**
23 **Licenses**. Throughout the work, the Contractor shall comply with the
24 following requirements:

25
26 (August 3, 2009 WSDOT GSP, OPT2.GR1)
27 **Payment**

28
29 All costs to comply with this special provision for the environmental
30 commitments and requirements are incidental to the contract and are the
31 responsibility of the Contractor. The Contractor shall include all related
32 costs in the associated bid prices of the contract.

33 34 35 **1-07.6 Permits and Licenses**

36
37 This Section is supplemented with the following:

38
39 (January 2, 2018 WSDOT GSP, OPT1.FR1)
40 The Contracting Agency has obtained the below-listed permit(s) for this
41 project. A copy of the permit(s) is attached as an appendix for informational
42 purposes. Copies of these permits, including a copy of the Transfer of
43 Coverage form, when applicable, are required to be onsite at all times.

SPECIAL PROVISIONS - Continued

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g., Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

Ecology Construction Stormwater General Permit No. WAR314486

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.

1-07.8 High-Visibility Apparel

The third and fourth paragraphs of this Section are revised to read:

(November 4, 2024 WSDOT GSP, OPT1.2026.GR1)

High-visibility garments shall always be the outermost garments worn in a manner to ensure 360 degrees of uninterrupted background and retroreflective material encircling the torso.

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107-2015 publication entitled "American National Standard for High-Visibility Safety Apparel and Accessories," or equivalent revisions.

1-07.8(1) Traffic Control Personnel

This Section is revised to read:

(November 4, 2024 WSDOT GSP, OPT1.2026.GR1)

All personnel performing the Work described in Section 1-10 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

SPECIAL PROVISIONS - Continued

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and
2. During hours of darkness ($\frac{1}{2}$ hour before sunset to $\frac{1}{2}$ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

1-07.9 Wages

1-07.9(1) General

This Section is supplemented with the following:

(January 6, 2025 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. WA20250001.

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

1-07.9(5)A Required Documents

(July 8, 2024 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. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

1-07.11 Requirements for Nondiscrimination

This Section is Supplement with the following:

(May 5, 2025 WSDOT GSP, OPT1.GR1)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity

In accordance with 41 CFR § 60-4.2, the clauses contained in 1-4 below are required to be included in this Contract. Nothing in this contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

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

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
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.	

SPECIAL PROVISIONS - Continued

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

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-

SPECIAL PROVISIONS - Continued

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 goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

In accordance with 41 CFR § 60-4.3, the clauses contained in 1-15 below are required to be included in this Contract. Nothing in this Contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

SPECIAL PROVISIONS - Continued

Standard Federal Equal Employment Opportunity Construction Contract Specifications

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 (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.)
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

SPECIAL PROVISIONS - Continued

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 efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

SPECIAL PROVISIONS - Continued

- 1 7. The Contractor shall take specific affirmative actions to ensure equal
2 employment opportunity. The evaluation of the Contractor's
3 compliance with these specifications shall be based upon its effort to
4 achieve maximum results from its actions. The Contractor shall
5 document these efforts fully, and shall implement affirmative action
6 steps at least as extensive as the following:
7
8 a. Ensure and maintain a working environment free of
9 harassment, intimidation, and coercion at all sites, and
10 in all facilities at which the Contractor's employees are
11 assigned to work. The Contractor, where possible, will
12 assign two or more women to each construction
13 project. The Contractor shall specifically ensure that
14 all foremen, superintendents, and other on-site
15 supervisory personnel are aware of and carry out the
16 Contractor's obligation to maintain such a working
17 environment, with specific attention to minority or
18 female individuals working at such sites or in such
19 facilities.
20
21 b. Establish and maintain a current list of minority and
22 female recruitment sources, provide written notification
23 to minority and female recruitment sources and to
24 community organizations when the Contractor or its
25 unions have employment opportunities available, and
26 maintain a record of the organizations' responses.
27
28 c. Maintain a current file of the names, addresses and
29 telephone numbers of each minority and female off-
30 the-street applicant and minority or female referral from
31 a union, a recruitment source or community
32 organization and of what action was taken with respect
33 to each such individual. If such individual was sent to
34 the union hiring hall for referral and was not referred
35 back to the Contractor by the union or, if referred, not
36 employed by the Contractor, this shall be documented
37 in the file with the reason therefor, along with whatever
38 additional actions the Contractor may have taken.
39
40 d. Provide immediate written notification to the Director
41 when the union or unions with which the Contractor has
42 a collective bargaining agreement has not referred to
43 the Contractor a minority person or woman sent by the
44 Contractor, or when the Contractor has other

SPECIAL PROVISIONS - Continued

information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and

SPECIAL PROVISIONS - Continued

Subcontractors with whom the Contractor does or anticipates doing business.

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

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

SPECIAL PROVISIONS - Continued

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

SPECIAL PROVISIONS - Continued

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SPECIAL PROVISIONS - Continued

Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

Washington State Dept. of Transportation
Office of Equity and Civil Rights
PO Box 47314
310 Maple Park Ave. SE
Olympia WA
98504-7314
Ph: 360-705-7090
Fax: 360-705-6801
<http://www.wsdot.wa.gov/equalopportunity/default.htm>

This Section is Supplement with the following:

(September 3, 2024, APWA GSP Option B)

This Section is supplemented with the following:

Disadvantaged Business Enterprise Participation

General

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be irregular in accordance with Section 1-02.13 resulting in rejection or other sanctions as provided by the Contract.

DBE Abbreviations and Definitions

Certified Business Description – The approved business description that supplements the North American Industry Classification System (NAICS) code listed in OMWBE's directory of certified firms.

Certified Business Directory – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and

Compliance System web page at:
<https://omwbe.diversitycompliance.com>.

Commercially Useful Function (CUF) –

A firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved as defined in 49 CFR 26.55(c)(1). To perform a commercially useful function, the firm must also be responsible, with respect to materials and supplies used on the contract, for ordering, negotiating price, paying for, determining quality and quantity, and installing (where applicable) for the material itself.

The DBE firm 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 to obtain the appearance of DBE participation.

Consultant, DBE – An individual, partnership, firm, or corporation who meet the definition of a DBE which has been retained under a contract to provide technical or professional services.

DBE Commitment – The dollar amount and scope of work the Bidder indicates on each line of their DBE Utilization Certification (DOT Form 272-056) for each DBE firm. These Commitments will be incorporated into the Contract and shall be considered Contract requirements.

DBE Condition of Award (COA) Goal – An assigned numerical amount specified as a percentage of the Contract. At Bid, this is the minimum amount that the Bidder must commit to by submission of the DBE Utilization Certification form and, if necessary, by GFE Documentation.

Disadvantaged Business Enterprise (DBE) – A business that is owned and operated independently from other businesses and is 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 (GFE)– Efforts to achieve the DBE COA Goal or other requirements of this Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Good Faith Efforts (GFE) Documentation - The documentation of the Good Faith Effort. GFE Documentation is only required in the event that the Contractor is unable to fulfill the program requirements and shall follow the guidance of 49 CFR Part 26 Appendix A.

Subcontractor, DBE – An individual, partnership, firm, corporation, or joint venture who meet the definition of a DBE and who is sublet part of the Contract.

Supplier, DBE – A Manufacturer, Regular Dealer, Distributor, or Transaction Facilitator who provides supplies or materials for the Contract. The role a Supplier performs is determined on a contract-by contract basis.

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

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

1 regarded as Regular Dealers within the meaning of this
2 definition.

3
4 **Distributor, DBE** –An established DBE firm that engages in
5 the regular sale or lease of the items specified by the contract.
6 A DBE Distributor assumes responsibility for the items it
7 purchases once they leave the point of origin, making it liable
8 for any loss or damage not covered by the carrier's insurance.
9 The Distributor must demonstrate ownership of the items in
10 question and assure all risk for loss or damage during
11 transportation, evidenced by the terms of the purchase order
12 or bill of lading from a third party, indicating Free on Board
13 (FOB) at the point of origin or similar terms that transfer
14 responsibility of the items in question to the DBE distributors.

15
16 **Transaction Facilitator, DBE** – A DBE firm (packagers,
17 brokers, manufacturer's representatives, etc.) who provides a
18 bona fide service arranging, facilitating, or expediting
19 transactions but does not qualify as a Manufacturer, a Regular
20 Dealer, or a Distributor

21
22 **DBE COA Goal**

23 The Contracting Agency has established a DBE COA Goal for this
24 Contract in the amount of: 15% which applies to the final Contract
25 amount.

26
27 If the Contractor cannot meet the DBE COA Goal, GFE
28 Documentation is required.

29
30 Demonstrating compliance with the DBE COA Goal is a Condition of
31 Award of this Contract.

32
33 **Procedures Prior to Award**

34
35 **Approval of Regular Dealer and Distributors**

36 DBE firms proposed to be used as either a Regular Dealer or
37 a Distributor must be approved before being listed as a
38 COA/used on a project. The Approved Regular Dealer list
39 published on WSDOT's Office of Equity and Civil Rights
40 (OECR) web site must include the specific project for which
41 approval is being requested. For purposes of the DBE COA
42 Goal participation, the Regular Dealer/Distributor must submit
43 the DBE Regular Dealer/Distributor Affirmation Form (USDOT
44 OMB Control 508v3)a minimum of five calendar days prior to

bid opening. The DBE Regular Dealer/Distributor Affirmation Form is located at:

<https://www.transportation.gov/mission/civil-rights/dbe-regular-dealer-distributor-affirmation>

Requests to be listed as a Regular Dealer/Distributor 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.

1. Force account at 50% of the total amount to be subcontracted
2. Regular dealer at 60% of the cost of the materials or supplies
3. Distributor at 40% of the cost of the materials or supplies
4. Transaction Facilitator not more than 5% of the goods or services

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.

Bid Proposals submitted that do not contain a DBE Utilization Certification Form that demonstrates how the Bidder intends to meet the DBE COA Goal will be considered irregular in

1 accordance with Section make the Proposal considered to be
2 irregular in accordance with Section 1-02.13 and will be
3 rejected.

4
5 **Disadvantaged Business Enterprise Written**
6 **Confirmation Document(s)**

7 The Bidder shall submit a Disadvantaged Business Enterprise
8 (DBE) Written Confirmation Document (completed and signed
9 by the DBE) for each DBE firm listed in the Bidder's completed
10 DBE Utilization Certification. Failure to do so will result in the
11 associated participation being disallowed, which will cause
12 the Bid to be considered irregular in accordance with Section
13 1-02.13 and will be rejected.

14
15 The Confirmation Documents provide confirmation from the
16 DBEs that they are participating in the Contract as provided in
17 the Bidder's Commitment. The Confirmation Documents must
18 be consistent with the Utilization Certification.

19
20 A DBE Written Confirmation Document (WSDOT Form 422-
21 031) is included in the Proposal package for this purpose. The
22 form(s) shall be received as specified in the special provisions
23 for Section 1-02.9 Delivery of Proposal.

24
25 It is prohibited for the Bidder to require a DBE to submit a
26 Written Confirmation Document with any part of the form left
27 blank. Should the Contracting Agency determine that an
28 incomplete Written Confirmation Document was signed by a
29 DBE, the associated DBE participation may not be allowed.

30
31 **DBE Bid Item Breakdown**

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

35
36 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

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

SPECIAL PROVISIONS - Continued

GFE to achieve the DBE COA Goal may be accomplished in one of two ways:

1. By meeting the DBE COA Goal

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

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

The Bidder may demonstrate a GFE in whole or part through GFE Documentation only in the event a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE Documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) and the DBE Bid Item Breakdown form.

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

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

Procedures between Award and Execution

DBE Trucking Credit Form

The successful Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-03.3, Execution of Contract.

The DBE Trucking Credit Form is required for all DBE Firms performing as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is

required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

Procedures after Execution

Commercially Useful Function (CUF)

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

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

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

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

1. 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

SPECIAL PROVISIONS - Continued

business related knowledge, shows up on site and is determined to be actively running the business.

2. 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.
3. 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.
4. Leased trucks shall display the name and identification number of the DBE.

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 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted in an electronic format 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 Truck Unit Listing Log and any Updated Primary 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 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) for each day that the DBE performs trucking services for DBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses.

chuck@cityofedgewood.org

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

SPECIAL PROVISIONS - Continued

1 jointly for items to be incorporated into the project. The DBE must
2 release the check to the supplier, while the Contractor acts solely as
3 the guarantor.
4

5 A joint check agreement must be approved by the Engineer and
6 requested by the DBE involved using the DBE Joint Check Request
7 Form (WSDOT Form 272-053) prior to its use. The form must
8 accompany the DBE Joint Check Agreement between the parties
9 involved, including the conditions of the arrangement and expected
10 use of the joint checks.
11

12 The approval to use joint checks and the use will be closely
13 monitored by the Engineer. To receive DBE credit for performing a
14 CUF with respect to obtaining materials and supplies, a DBE must
15 "be responsible for negotiating price, determining quality and
16 quantity, ordering the material, installing and paying for the material
17 itself." The Contractor shall submit DBE Joint Check Request Form
18 to the Engineer and be in receipt of written approval prior to using a
19 joint check.
20

21 Material costs paid by the Contractor directly to the material supplier
22 are not allowed. If proper procedures are not followed or the
23 Engineer determines that the arrangement results in lack of
24 independence for the DBE involved, no DBE credit will be given for
25 the DBE's participation as it relates to the material cost.
26

Prompt Payment

27
28 Prompt payment to all subcontractors shall be in accordance with
29 Section 1-08.1. Prompt payment requirements apply to progress
30 payments as well as return of retainage.
31

Reporting

32 The Contractor and all subcontractors of any tier, suppliers, service
33 providers, and professional services that utilize DBEs to perform
34 work on the project, shall maintain appropriate records that will
35 enable the Engineer to verify DBE participation throughout the life of
36 the project.
37

38
39 Refer to Section 1-08.1 for additional reporting requirements
40 associated with this Contract.
41

Crediting DBE Participation

General

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.

DBE Prime Contractor and Subcontractor Participation

Only take credit for the Work that the DBE contractor performs with its own forces and is certified to perform.

If the Prime Contractor, subcontractor, or lower tier subcontractor 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 Commitments only if the lower-tier subcontractor is also a DBE.

Work subcontracted to a lower-tier subcontractor that is a DBE may be counted toward the DBE Commitments only if the lower-tier subcontractor self performs a minimum of 30 percent of the Work subcontracted to them.

Work subcontracted by a DBE contractor to a non-DBE does not count towards the DBE COA Goal.

DBE Subcontract and Lower Tier Subcontract Documents

DBE Consultants

A DBE firm providing a bona fide service, such as professional, technical, or managerial services, specifically required for the performance of the contract will be credited as DBE participation

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 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 Participation

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

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

Trucking Participation

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 Supplier

The credit of a DBE Supplier is decided on a contract-by-contract basis based on what the role the proposed DBE Supplier will be performing. OECR will make determinations on whether a Supplier

qualifies as a Regular Dealer, Distributor, or Transaction Facilitator based on their role for the Contract.

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

Regular Dealer - Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward the DBE Goal.

Distributor – Forty percent (40%) of the cost of materials or supplies purchased from a DBE Distributor may be credited toward the DBE Goal.

Transaction Facilitator - 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 toward the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. The reasonable fee shall not exceed 5 percent of the total cost of the goods or 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 Goal.

Changes in COA Work Committed to DBE

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

Changes

In the event a change results in a reduction to Work committed to a COA DBE, the Contractor shall substitute other remaining Work to that COA DBE if possible, to avoid a change to the total dollar amount to be applied towards the goal committed to that COA DBE. If there is a reduction to the total dollar amount to be applied towards the goal for a COA DBE Commitment, regardless of the reason, it shall be viewed as DBE termination, and subject to the termination procedures below. A notification to the DBE shall occur as soon as possible but no later than two weeks after the Contractor is aware of the upcoming change.

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 changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall be certified prior to the bid opening on the Contract.

DBE Termination

Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part for good cause and with prior written approval of the Contracting Agency. If the Contractor terminates a COA DBE without the prior written approval of the Contracting Agency, 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 days to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

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

As mentioned above, the Contractor must have good cause to terminate a COA DBE.

SPECIAL PROVISIONS - Continued

1 Good cause typically includes situations where the DBE
2 subcontractor is unable or unwilling to perform the work of its
3 subcontract. Good cause may exist if:
4

- 5 1. The DBE fails or refuses to execute a written contract.
6
- 7 2. The DBE fails or refuses to perform the Work of its
8 subcontract in a way consistent with normal industry
9 standards.
10
- 11 3. The DBE fails or refuses to meet the Contractor's reasonable
12 nondiscriminatory bond requirements.
13
- 14 4. The DBE becomes bankrupt, insolvent, or exhibits credit
15 unworthiness.
16
- 17 5. The DBE is ineligible to work on public works projects
18 because of suspension and debarment proceedings pursuant
19 to federal law or applicable State law.
20
- 21 6. The DBE is ineligible to receive DBE credit for the type of work
22 involved.
23
- 24 7. The DBE voluntarily withdraws from the project and provides
25 written notice of its withdrawal.
26
- 27 8. The DBE's work is deemed unsatisfactory by the Engineer
28 and not in compliance with the Contract.
29
- 30 9. The DBE's owner dies or becomes disabled with the result
31 that the DBE is unable to complete its Work on the Contract.
32

33 Good cause does not exist if:
34

- 35 1. The Contractor seeks to terminate a COA DBE so that the
36 Contractor can self-perform the Work.
37
- 38 2. The Contractor seeks to terminate a COA DBE so the
39 Contractor can substitute another DBE contractor or non-DBE
40 contractor after Contract Award.
41
- 42 3. The failure or refusal of the COA DBE to perform its Work on
43 the subcontract results from the bad faith or discriminatory
44 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.

Good Faith Effort (GFE) Documentation

GFE Documentation is required and will be evaluated whenever the Contractor is unable to fulfill the program requirement. This evaluation may need to be repeated when:

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

49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself, demonstrate adequate good faith efforts. The following is a list of types of actions, which would be considered as part of the Bidder's GFE Documentation 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.

SPECIAL PROVISIONS - Continued

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

7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. GFE Documentation must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

A Bidder has the right to request reconsideration if the GFE Documentation submitted with their Bid was determined to be inadequate or without merit. If, during the life of the Contract, the Contractor submits an additional GFE Documentation and the Contracting Agency's GFE Documentation review determines a GFE Documentation is inadequate or has no merit, the Contractor has the right to request reconsideration of the Contracting Agency's determination.

1. The Bidder must request reconsideration within 48 hours of notification of GFE Documentation being inadequate or without merit, or the Bidder forfeits the right to reconsideration.
2. The reconsideration decision on the adequacy or merit of the Bidder's GFE Documentation shall be made by an official who did not take part in the original determination.
3. Only original GFE Documentation submitted as a supplement to the Bid will be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
4. The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE Documentation demonstrates a sufficient effort.
5. The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

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.

If the Contractor or any subcontractor of any tier, supplier, service providers, or professional services is deemed to be in non-compliance, the Contractor will be informed in writing 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:

(October 3, 2023 WSDOT GSP, OPT1.GR1)

Required Federal Aid Provisions

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

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

1-07.17 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

SPECIAL PROVISIONS - Continued

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 road construction

Mountain View Edgewood Water Company will replace eight water services crossings to avoid conflicts with road reconstruction.

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.

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

Telephone Lumen Thinh Pham (Ryan) 7850B Trafton Street, Bldg. B Lakewood, WA 98409 Office: (253)458-6567 Cell: (206) 979-3659 thinh.pham@CenturyLink.com	Water Mountain View Edgewood Water District Michael Craig (253) 863-7348 MikeC@mtvewater.com
Storm City of Edgewood Chuck Hendricksen (253) 392-2560 chuck@cityofedgewood.org	Power Puget Sound Energy Luanne Yu (253) 204-5669 Luanne.Yu@pse.com
Gas PSE Tony Fay 3130 South 38 th Street Tacoma, WA 98409 Cell (253) 213-2514 Tony.Fay@pse.com	Cable Comcast Tera PineSolomon (253) 999-0692 Tera_PineSolomon@comcast.com

SPECIAL PROVISIONS - Continued

The Contractor shall provide with Mountain View Edgewood Water Company a two-week work window for their water service replacement work, with a two-week advanced notice prior to the work window. The utility contact is noted in the table above.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 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.

SPECIAL PROVISIONS - Continued

- 1 D. The Contractor's Automobile Liability, Commercial General Liability
2 and Excess or Umbrella Liability insurance policies shall be primary
3 and non-contributory insurance as respects the Contracting
4 Agency's insurance, self-insurance, or self-insured pool coverage.
5 Any insurance, self-insurance, or self-insured pool coverage
6 maintained by the Contracting Agency shall be excess of the
7 Contractor's insurance and shall not contribute with it.
8
- 9 E. The Contractor shall provide the Contracting Agency and all
10 additional insureds with written notice of any policy cancellation,
11 within two business days of their receipt of such notice.
12
- 13 F. The Contractor shall not begin work under the Contract until the
14 required insurance has been obtained and approved by the
15 Contracting Agency
16
- 17 G. Failure on the part of the Contractor to maintain the insurance as
18 required shall constitute a material breach of contract, upon which
19 the Contracting Agency may, after giving five business days' notice
20 to the Contractor to correct the breach, immediately terminate the
21 Contract or, at its discretion, procure or renew such insurance and
22 pay any and all premiums in connection therewith, with any sums so
23 expended to be repaid to the Contracting Agency on demand, or at
24 the sole discretion of the Contracting Agency, offset against funds
25 due the Contractor from the Contracting Agency.
26
- 27 H. All costs for insurance shall be incidental to and included in the unit
28 or lump sum prices of the Contract and no additional payment will be
29 made.
30
- 31 a. Under no circumstances shall a wrap up policy be obtained, for either
32 initiating or maintaining coverage, to satisfy insurance requirements
33 for any policy required under this Section. A "wrap up policy" is
34 defined as an insurance agreement or arrangement under which all
35 the parties working on a specified or designated project are insured
36 under one policy for liability arising out of that specified or designated
37 project.
38
39

1-07.18(2) Additional Insured

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

- a. the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

SPECIAL PROVISIONS - Continued

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	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 1 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:

(November 4, 2024 WSDOT GSP, OPT5.FR1)

Lane, ramp, shoulder, and roadway closures are only permitted as follows:

48th Street East (122nd to 127th Avenue East)

48th Street East (127th Avenue East to Sumner Heights Drive East)

The road segments above 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 closures.

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

SPECIAL PROVISIONS - Continued

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. on the day prior to a holiday or holiday weekend, and
4. Before 7:00 a.m. on the day after the holiday or holiday weekend.
5. The two-hour period prior to and the two-hour period after the following special events:

None.

It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 3 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than 3 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 3-minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet the 3-minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

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

General Restrictions

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

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

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

Controlled Access

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

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

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

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

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

Advance Notification

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

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

SPECIAL PROVISIONS - Continued

1 The Contractor shall notify the Engineer in writing of any changes to the
2 stated traffic impacts a minimum of 48 hours prior to the traffic impacts.
3

4 **1-07.24 Rights of Way**

5 *(April 22, 2025 APWA GSP)*
6

7 Delete this section and replace it with the following:
8

9 Street Right of Way lines, limits of easements, and limits of construction
10 permits are indicated in the Plans. The Contractor's construction activities
11 shall be confined within these limits unless arrangements for use of private
12 property are made as described below.
13

14 Generally, the Contracting Agency will have obtained, prior to bid opening,
15 all rights of way and easements, both permanent and temporary, necessary
16 for carrying out the work. Exceptions to this are noted in the Bid Documents
17 or will be brought to the Contractor's attention by a duly issued Addendum.
18

19 Whenever any of the work is accomplished on or through property other
20 than public Right of Way, the Contractor shall meet and fulfill all covenants
21 and stipulations of any easement agreement obtained by the Contracting
22 Agency from the owner of the private property. Copies of the easement
23 agreements may be included in the Contract Provisions or made available
24 to the Contractor as soon as practical after they have been obtained by the
25 Engineer.
26

27 Whenever easements or rights of entry have not been acquired prior to
28 advertising, these areas are so noted in the Plans. The Contractor shall not
29 proceed with any portion of the work in areas where right of way, easements
30 or rights of entry have not been acquired until the Engineer certifies to the
31 Contractor that the right of way or easement is available or that the right of
32 entry has been received. If the Contractor is delayed due to acts of omission
33 on the part of the Contracting Agency in obtaining easements, rights of entry
34 or right of way, the Contractor will be entitled to an extension of time. The
35 Contractor agrees that such delay shall not be a breach of contract.
36

37 Each property owner shall be given 48 hours' notice prior to entry by the
38 Contractor. This includes entry onto easements and private property where
39 private improvements must be adjusted.
40

41 The Contractor shall be responsible for providing, without expense or
42 liability to the Contracting Agency, any additional land and access thereto
43 that the Contractor may desire for temporary construction facilities, storage
44 of materials, or other Contractor needs. However, before using any private
45 property, whether adjoining the work or not, the Contractor shall file with the

SPECIAL PROVISIONS - Continued

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

(July 8, 2024 APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable;
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and

SPECIAL PROVISIONS - Continued

7. 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 necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab;

SPECIAL PROVISIONS - Continued

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

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

1-08.1(8)B Clauses Required in Subcontracts of All Tiers (November 25, 2024 APWA GSP)

13 Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.1(9) Submittal of Executed DBE Subcontracts

(April 22, 2025 APWA GSP, Option A)

19 This Section content and title are deleted and replaced with the following:

Submittal of Executed DBE Subcontracts

22 Prior to a DBE performing Work on the Contract, an executed subcontract
23 between the DBE and the Contractor shall be submitted to the Engineer.
24 The executed subcontracts shall be submitted to the following email
25 addresses:

26 WSDOT OECR Representative: Olympic Region –

27 ORegionOEO@wsdot.wa.gov

28 Agency OEO Representative: chuck@cityofedgewood.org

29 Other: N/A

1-08.3 Progress Schedule

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

36 Revise this section to read:

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

1-08.5 Time for Completion

This Section is supplemented with the following:

(March 13, 1995 WSDOT GSP, OPT7.FR1)

This project shall be physically completed within 60 working days.

(November 25, 2024 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

SPECIAL PROVISIONS - Continued

1 granted and all the authorized working days have been used, charging of
2 working days will cease. Each week the Engineer will provide the Contractor
3 a statement that shows the number of working days: (1) charged to the
4 contract the week before; (2) specified for the physical completion of the
5 contract; and (3) remaining for the physical completion of the contract. The
6 statement will also show the nonworking days and all partial or whole days
7 the Engineer declares as unworkable. The statement will be identified as a
8 Written Determination by the Engineer. If the Contractor does not agree with
9 the Written Determination of working days, the Contractor shall pursue the
10 protest procedures in accordance with Section 1-04.5. By failing to follow
11 the procedures of Section 1-04.5, the Contractor shall be deemed as having
12 accepted the statement as correct. If the Contractor is approved to work 10
13 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the
14 week in which a 4-10 shift is worked would ordinarily be charged as a
15 working day then the fifth day of that week will be charged as a working day
16 whether or not the Contractor works on that day.

17
18 Revise the sixth paragraph to read:

19
20 The Engineer will give the Contractor written notice of the completion date of
21 the contract after all the Contractor's obligations under the contract have been
22 performed by the Contractor. The following events must occur before the
23 Completion Date can be established:

- 24
25 1. The physical work on the project must be complete; and
- 26
27 2. The Contractor must furnish all documentation required by the
28 contract and required by law, to allow the Contracting Agency to
29 process final acceptance of the contract. The following documents
30 must be received by the Project Engineer prior to establishing a
31 completion date:
 - 32
33 a. Certified Payrolls (per Section 1-07.9(5)).
 - 34
35 b. Material Acceptance Certification Documents.
 - 36
37 c. Monthly Reports in DMCS of the amounts paid including the
38 final payment confirmation to all firms required by
39 Section 1-08.1(7)A if applicable.
 - 40
41 d. Final Contract Voucher Certification.
 - 42
43 e. Copies of the approved "Affidavit of Prevailing Wages Paid"
44 for the Contractor and all Subcontractors.
 - 45

SPECIAL PROVISIONS - Continued

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 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 \$1,850 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.

SPECIAL PROVISIONS - Continued

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

(November 25, 2024 APWA GSP, Option B)

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 422-027LP, 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.

(July 8, 2024 APWA GSP, Option C)

Revise the sixth and seventh paragraph to read:

Trucks and Tickets – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered:
 - a. Net weight in the case of batch and hopper scales.
 - b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).

SPECIAL PROVISIONS - Continued

- 1
2 c. Approximate load out weight in the case of belt conveyor
3 scales.
4

5 Electronic-tickets shall be uploaded to the designated site so that they can
6 be accessed by the material receiver at the material delivery point. Physical
7 tickets shall be handed to the inspector at the delivery point at the time
8 materials are delivered. The material delivery point is defined as the location
9 where the material is incorporated into the permanent Work. The
10 Contractor's representative shall make report summaries available to the
11 Engineer's designated receiver, not later than the end of shift, for
12 reconciliation. Tickets for loads not verified as delivered will receive no pay.
13

14 **1-09.2(5) Measurement**

15 *(December 30, 2022 APWA GSP)*
16

17 Revise the first paragraph to read:
18

19 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
20 may perform verification checks on the accuracy of each batch, hopper, or
21 platform scale used in weighing contract items of Work.
22

23 **1-09.6 Force Account**

24 *(December 30, 2022 APWA GSP)*
25

26 Supplement this section with the following:
27

28 The Contracting Agency has estimated and included in the Proposal, dollar
29 amounts for all items to be paid per force account, only to provide a common
30 proposal for Bidders. All such dollar amounts are to become a part of
31 Contractor's total bid. However, the Contracting Agency does not warrant
32 expressly or by implication, that the actual amount of work will correspond
33 with those estimates. Payment will be made on the basis of the amount of
34 work actually authorized by the Engineer.
35

36 **1-09.9 Payments**

37
38 *(July 8, 2024 APWA GSP, Option A)*
39

40 Supplement this section with the following:
41

42 Lump sum item breakdowns are not required when the bid price for the lump
43 sum item is less than \$20,000.
44

SPECIAL PROVISIONS - Continued

(July 8, 2024, APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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 payment. 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:

- Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
- 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.
- Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
- 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.

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.

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

1-10.5 Payment

1-10.5(2) Item Bids with Lump Sum for Incidentals

Supplement this Section with the following:

(November 2, 2022 WSDOT GSP, OPT7.GR1)
“Work Zone Safety Contingency,” by force account.

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

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

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

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 48th Street East from 122nd Avenue East to Sumner-Heights Drive 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. It shall also include tree removal shown on the plans and grubbing out the existing ditches within the project limits. 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.

SPECIAL PROVISIONS - Continued

1 If the Contractor removes or damages any existing vegetation,
2 landscaping item or private irrigation system not designated for removal
3 because of any act, omission, neglect or misconduct in the execution of
4 the work, such items shall be restored or replaced in kind by the
5 Contractor to a condition similar or equal to that existing before such
6 damage or removal occurred.

Property Release Forms

10 The Contractor shall be held responsible for acquiring signed property
11 release forms in the format provided in the Appendix, for all properties
12 which have been disturbed or damaged by the Contractor's operations, or
13 utilized by the Contractor for staging, storing, or stock piling of materials or
14 equipment.

16 This work shall include submitting the form(s), as further shown herein, by
17 certified mail to each property owner effected and further including therein
18 a self addressed stamped envelope for the property owner's use. The
19 enclosed self addressed envelope shall be addressed to: Chuck
20 Hendricksen, Public Works Director, City of Edgewood, 2224 104th
21 Avenue, Edgewood, Washington 98372. Contractor shall provide a copy
22 of all certified mailings to the Contracting Agency.

2-01.2 Disposal of Usable Material and Debris

25 (*****)

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

29 Refuse and debris shall be loaded and hauled to a waste site secured by
30 the Contractor and shall be disposed of in such a manner as to meet all
31 requirements of state, county, and municipal regulations regarding health,
32 safety and public welfare.

2-01.5 Payment

35 (*****)

37 This Section is supplemented with the following:

39 All costs for the work in this Section shall be included in the unit contract
40 price for Roadway Excavation, Incl. Haul.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(*****)

This Section is supplemented with the following:

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

2-02.3 Construction Requirements

(*****)

This Section is supplemented with the following:

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

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

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

SPECIAL PROVISIONS - Continued

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

5

6 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters**

7 (*****)

8

9 This Section is supplemented with the following:

10

11 Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and
12 gutters shall be removed at the nearest construction joint where possible,
13 and removed and wastehauled as required for the construction of this
14 Project. Where directed by the Engineer, cement concrete curbs or curb
15 and gutter shall be saw-cut prior to removal. Existing pavement shall be
16 pre-cut before commencing excavation and shall be removed as required
17 for the construction.

18

19 Where shown on the Plans or where directed in the field by the Engineer,
20 the Contractor shall make a neat vertical saw-cut at the boundaries of the
21 area to be removed. Care shall be taken during sawcutting so as to
22 prevent damage to the existing asphalt concrete, or concrete, to remain in
23 place. Any pavement or concrete damaged by the Contractor outside the
24 area scheduled for removal due to the Contractor's operations or
25 negligence shall be repaired or replaced to the Contracting Agency's
26 satisfaction by the Contractor at no additional cost to the Contracting
27 Agency.

28

29 All cuts shall be continuous, full depth, and shall be made with saws
30 specifically equipped for this purpose. No skip cutting or jack hammering
31 will be allowed unless specifically approved otherwise in writing by the
32 Engineer.

33

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

39

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

42

43 All water and slurry material resulting from sawcutting operations shall not
44 be allowed to enter the storm drainage or sanitary sewer system and shall

SPECIAL PROVISIONS - Continued

1 be removed from the site and disposed of in accordance with the
2 Washington State Department of Ecology regulations.

4 **2-02.5 Payment**

5 (*****)

7 This Section is supplemented with the following:

9 All costs for sawcutting as indicated in the Plans and as may be
10 additionally necessary to construct the Project shall be included in the unit
11 contract and lump sum prices as listed in the Proposal. No additional or
12 separate payment will be made for sawcutting.

14 The costs for Work in this section shall be included in the unit contract
15 price for Roadway Excavation, Incl. Haul.

17 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

19 **2-03.1 Description**

20 (*****)

22 This Section is supplemented with the following:

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

27 **2-03.3 Construction Requirements**

28 (*****)

30 This Section is supplemented with the following:

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

- 35 1. Earthwork shall be performed in small sections to minimize
36 exposure to wet weather. Excavation or the removal of unsuitable
37 soil shall be followed immediately by the placement and
38 compaction of a suitable thickness (generally eight inches or less)
39 of clean structural fill. The size and/or type of construction
40 equipment shall be selected as required to prevent soil disturbance.
41 In some instances, it may be necessary to limit equipment size to
42 minimize subgrade disturbance caused by equipment traffic.
- 44 2. During wet weather conditions, the allowable fines content of the
45 gravel borrow shall be reduced to no more than 5 percent by weight

SPECIAL PROVISIONS - Continued

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.

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."

SPECIAL PROVISIONS - Continued

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

2
3 There will be not additional payment for hauling, handling and stockpiling
4 selected materials.

6 **2-03.3(12) Overbreak**

7
8 Delete the last sentence in this Section.

10 **2-03.4 Measurement**

11 **(*****)**

12
13 Delete all paragraphs under this Section and replace with the following:

14
15 Only one determination of the original ground elevation will be made on
16 this project. Measurement for Roadway Excavation, Incl. Haul will be
17 based on the original ground elevations recorded previous to the award of
18 this contract.

19
20 If discrepancies are discovered in the ground elevations, which will
21 materially affect the quantities of earthwork, the original computations of
22 earthwork quantities will be adjusted accordingly.

23
24 Earthwork quantities will be computed, either manually or by means of
25 electronic data processing equipment, by use of the average end area
26 method or by the finite element analysis method utilizing digital terrain
27 modeling techniques.

28
29 Copies of the original survey notes will be made available for the
30 successful bidder's inspection if the Contract is awarded.

31
32 Measurement for Roadway Excavation, Incl. Haul will be per cubic yard of
33 excavation to the "neat lines" shown on the Plans.

34
35 Measurement of Unsuitable Foundation Excavation, Incl. Haul will be per
36 cubic yard, as field measured in the excavated area (not truck
37 measurement).

SPECIAL PROVISIONS - Continued

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, stockpiling, embankment construction with suitable excavated material, placing, shaping, and grading per Section 2-03, Clearing and Grubbing per Section 2-02, Subgrade Preparation per Section 2-06, Watering per Section 2-07, Sign Removal and Relocation per Section 8-21, compacting, loading, hauling to waste and disposing of all excess or unsuitable material, including logs, rocks, cobbles, etc. The unit contract price shall also include all costs required to uniformly grade and clean existing and/or new ditches to drain to existing and/or proposed drainage structures and the earthwork required for construction of driveways.

The unit contract price for “Roadway Excavation, Incl. Haul” shall also include all costs required to remove and wastehaul existing asphalt and/or concrete pavement, sidewalks, curbs and gutters, pipes and foundation as shown on the Plans and as described in Section 2-02.

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

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

“Unsuitable Foundation Excavation, Incl. Haul,” per cubic yard.

In the event that the Engineer directs and authorizes the Contractor to excavate unsuitable material below design subgrade, then this additional excavation, to include excavating, loading, wastehauling and disposal of

SPECIAL PROVISIONS - Continued

1 the material shall be measured and paid at the unit contract price per
2 cubic yard for "Unsuitable Foundation Excavation, Incl. Haul."
3

4 **2-04 HAUL**

5

6 **2-04.1 Description**

7 (*****)

8

9 This Section is supplemented with the following:

10

11 If the sources of materials provided by the Contractor necessitates hauling
12 over any public roads, the Contractor shall, at the Contractor's expense,
13 make all arrangements for the use of the haul routes. No separate monies
14 will be due the Contractor for this work.
15

16

16 **2-06 SUBGRADE PREPARATION**

17

18 **2-06.3(1) Subgrade for Surfacing**

19 (*****)

20

21 This Section is supplemented with the following:

22

23 9. The grading shall be completed at least 300 feet ahead of the
24 placing of gravel borrow or crushed surfacing base material.
25

26

26 **2-07 WATERING**

27

28 **2-07.3 Construction Requirements**

29 (*****)

30

31 This Section is supplemented with the following:

32

33 During construction, the Contractor shall have dedicated to the Project a
34 suitable water truck that shall be operated as necessary to control dust.
35 Failure to have a water truck immediately accessible to the job and failure
36 to use a water truck for dust control shall be adequate reason for the
37 Engineer to issue a suspension of work.
38

39

39 Water for this Project may be obtained from the Mountain View Water
40 District (District). A hydrant permit will be required to be secured by the
41 Contractor for any necessary water.
42

43

43 Water will be provided at the convenience of the District and shall be used
44 sparingly and not wasted. The District reserves the right to control the
45 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

SPECIAL PROVISIONS - Continued

existing utilities to the proposed work will adversely affect production rates 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 to locate more precisely existing underground utilities as to location and depth where shown on the Plans or where directed by the Engineer.

2-09.4 Measurement

(*****)

This Section is supplemented with the following:

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

SPECIAL PROVISIONS - Continued

2-09.5 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.

“Pothole,” per each.

The unit contract price per each for “Pothole” shall be full compensation for all costs incurred by the Contractor in locating existing utilities to include ordering multiple locates, excavating, vactoring, measuring and recording, the depth of cover to utility, recording the utility material type, recording the diameter of utility, transmitting the pothole data to the Contracting Agency, and backfilling pothole locations where shown on the Plans or directed by the Contracting Agency.

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.1 Description

(*****)

This Section is supplemented with the following:

This Work also includes furnishing and installing Geogrid at the subgrade of the new pavement section and furnishing and installing jute mat along the ditches as shown on the Plans.

2-12.2 Materials

(*****)

This Section is supplemented with the following:

Geogrid shall be a coextruded composite polymer sheet which is punched and oriented with the resulting structure consisting of continuous and non-continuous ribs forming three-aperture geometries (hexagon, trapezoid and triangle) and an unimpeded suspended hexagon.

Geogrid shall meet the following property and dimension specifications:

SPECIAL PROVISIONS - Continued

Identification Properties ¹		General
Structure		Coextruded & Integrally Formed
Aperture Shape - A		Hexagonal, Trapezoidal, & Triangular
Rib Shape - B		Rectangular
Continuous Parallel Rib Pitch ² - C, in (mm)		3.2 (80)
Rib Aspect Ratio ³ - D		> 1.0
Node Thickness ² - E, in (mm)		0.18 (4.5)
Color Identification		White/Black/White
Product EPD Certification ⁴		EN 15804 +A2:2019
Durability Properties		
Resistance to Chemical Degradation ⁵		100%
Resistance to Ultraviolet Light and Weathering ⁶		90%

Property	Standard Width Roll		Wide Width Roll	
Roll Width ² , ft (m)	12.5	(3.8)	15.5	(4.7)
Roll Length ² , ft (m)	197	(60)	262	(80)
Roll Area, sy ² (m ²)	274	(229)	451	(377)
Roll Diameter ⁷ , in. (mm)	20	(508)	21.5	(551)
Roll Weight lbs ⁷ . (Kgs)	183	(83)	301	(137)
Approx. Rolls per Full-Truck	Min: 92	Max: 100	Min: 57	Max: 60

Jute Mat shall be a woven geotextile meeting the requirements of Table 4 Ditch Lining in Section 9-33(1) with a roll width of 4 feet.

2-12.4 Measurement

(*****)

This Section is supplemented with the following:

Construction Geogrid for Separation will be measured by the square yard for the ground surface actually covered.

2-12.5 Payment

(*****)

This Section is supplemented with the following:

“Construction Geogrid for Separation,” per square yard.

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

1 shall be required to furnish such materials in the amounts required for the
2 designated mix. Mineral materials include coarse and fine aggregates, and
3 mineral filler.
4

5 The Contractor may choose to utilize recycled asphalt pavement (RAP) in
6 the production of HMA. The RAP may be from pavements removed under
7 the Contract, if any, or pavement material from an existing stockpile.
8

9 The Contractor may use up to 20 percent RAP by total weight of HMA with
10 no additional sampling or testing of the RAP. The RAP shall be sampled
11 and tested at a frequency of one sample for every 1,000 tons produced and
12 not less than ten samples per project. The asphalt content and gradation
13 test data shall be reported to the Contracting Agency when submitting the
14 mix design for approval on the QPL. The Contractor shall include the RAP
15 as part of the mix design as defined in these Specifications.
16

17 The grade of asphalt binder shall be as required by the Contract. Blending
18 of asphalt binder from different sources is not permitted.
19

20 The Contractor may only use warm mix asphalt (WMA) processes in the
21 production of HMA with 20 percent or less RAP by total weight of HMA. The
22 Contractor shall submit to the Engineer for approval the process that is
23 proposed and how it will be used in the manufacture of HMA.
24

25 Production of aggregates shall comply with the requirements of
26 Section 3-01.
27

28 Preparation of stockpile site, the stockpiling of aggregates, and the removal
29 of aggregates from stockpiles shall comply with the requirements of
30 Section 3-02.
31

32 **5-04.2(2) Mix Design – Obtaining Project Approval**

33
34 *ESALs*

35
36 The number of ESALs for the design and acceptance of the HMA shall be
37 0.3 to <3 million.
38

39 Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.
40

41 No paving shall begin prior to the approval of the mix design by the
42 Engineer.
43

44 **Nonstatistical** evaluation will be used for all HMA not designated as
45 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:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The

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

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

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

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-

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 wastehauled 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 wastehauled 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:

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- 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

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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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

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

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

5-04.3(12)A2 Longitudinal Joints

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

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

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

and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

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

Construct the bridge paving joint seal as specified 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.

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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

5-04.3(14)A Vacant

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

5-04.3(14)B1 General

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

1. Intersections
 - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
 - b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
 - c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact

SPECIAL PROVISIONS - Continued

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 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.

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.

SPECIAL PROVISIONS - Continued

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:

SPECIAL PROVISIONS - Continued

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
 - a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are

proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.

- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

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

5-04.4 Measurement

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

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, catch basins, junction boxes, monuments, and valve boxes to grade unless a specific bid item has been listed in the proposal for this work. It shall also include coordination with other utility representatives for adjustments of valve boxes to grade.

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

“Temporary HMA,” per ton.

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

“Job Mix Compliance Price Adjustment,” by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

SPECIAL PROVISIONS - Continued

- 1 "Compaction Price Adjustment," by calculation.
- 2
- 3 "Compaction Price Adjustment" will be calculated and paid for as described
- 4 in Section 5-04.3(10)D3.

DIVISION 7

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

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**

2
3 **7-07.4 Measurement**

4 (*****)

5
6 Delete this Section and replace with the following:

7
8 No specific unit of measurement will apply to cleaning existing drainage
9 structures.

10
11 **7-07.5 Payment**

12 (*****)

13
14 Delete this Section and replace with the following:

15
16 No separate or additional payment will be made for cleaning existing
17 drainage structures. This work shall be considered incidental and shall
18 be included in the various unit and lump sum contract prices.

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(*****)

This Section is supplemented with the following:

This work also consists of transfer of coverage of the National Pollution Discharge Elimination System Construction Stormwater General Permit (CSWGP) from the Contracting Agency to the Contractor.

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.

SPECIAL PROVISIONS - Continued

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.

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 by the CSWGP 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

SPECIAL PROVISIONS - Continued

separate contract items in the Proposal, including furnishing, installing, maintaining, removal of erosion/water pollution prevention devices, furnishing and installing hydroseed as a best management practice to all disturbed areas at the end of the project, and CSWGP transfer of coverage permit fees and closeout permit fees.

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.

SPECIAL PROVISIONS - Continued

8-02.3(3)B Chemical Pesticides

(*****)

This Section is supplemented with the following:

No chemical herbicides will be allowed in planting areas.

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:

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.

SPECIAL PROVISIONS - Continued

1 **Final Acceptance**

2

3 Final acceptance by the Contracting Agency for soil preparation will be
4 contingent on the approval of all inspections, and that the soil preparation
5 is consistent with these specifications and with the Plans.

6

7 **8-02.3(10)C Lawn Establishment**

8 (*****)

9

10 This Section is supplemented with the following:

11

12 **Inspection and Substantial Completion**

13

14 After completion of all sodding and seeding, including the post-planting
15 fertilization which follows the first mowing, the Contracting Agency will
16 review the sodded or seeded areas for adequacy. Areas not fully
17 established (sod) or germinated (seeded) with a uniform stand of grass, or
18 areas damaged through any cause prior to this inspection shall be
19 resodded/reseeded, by the Contractor as herein specified and at the
20 Contractor's sole expense as no additional monies will be due the
21 Contractor. "Uniform stand of grass" shall signify complete cover of lush,
22 thriving, green grass with no bare spots.

23

24 **Reseeding**

25

26 Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per
27 1,000 square foot, all areas failing to show a uniform stand of grass after
28 germination of seed, or damage through any cause before physical
29 completion of the Project.

30

31 **8-02.5 Payment**

32 (*****)

33

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

35

36 All costs for furnishing and installing as needed for a BMP shall be
37 included in the lump sum contract price for Erosion Control and Water
38 Pollution Prevention.

39

40 **8-09 RAISED PAVEMENT MARKERS**

41

42 **8-09.3 Construction Requirements**

43 (*****)

44

45 This Section is supplemented with the following:

City of Edgewood
48th Street East Preservation
G&O #24596.01

SPECIAL PROVISIONS - Continued

1
2 One Blue Raised Pavement Marker, Type 2 shall be placed in-line with the
3 lane line that is closest to the hydrant perpendicular to the centerline of the
4 roadway in front of each fire hydrant. On a two-lane roadway, the marker
5 shall be offset from the centerline 4 inches toward the hydrant location.
6

7 **8-13 MONUMENT CASES**

8 9 **8-13.1 Description**

10 (*****)
11

12 This Section is supplemented with the following:
13

14 This work shall also consist of replacing monuments in accordance with
15 the Plans and these Specifications.
16

17 **8-13.3 Construction Requirements**

18 (*****)
19

20 Delete the last sentence in this Section and replace it with the following:
21

22 For all new (replaced) monuments, the Contractor shall furnish and install
23 bronze plug with minimum 2-1/2 inch diameter unless shown otherwise on
24 the Plans. The Contractor's licensed surveyor will survey and stamp the
25 bronze plug.
26

27 **8-13.4 Measurement**

28 (*****)
29

30 This Section is supplemented with the following:
31

32 Measurement of Monument Case and Cover will be per each new
33 monument installed.
34

35 **8-13.5 Payment**

36 (*****)
37

38 This Section is supplemented with the following:
39

40 "Monument Case and Cover," per each.
41

42 The unit contract price per each for "Monument Case and Cover" shall be
43 full pay for all materials, labor, tools and equipment necessary to furnish
44 and to reference the existing monument to be replaced, furnish and install
45 the concrete base, bronze plug, case and cover, and for the Contractor's

SPECIAL PROVISIONS - Continued

1 licensed surveyor to stamp the monument and fill out and obtain the
2 monument destruction and replacement permit, prepare and file the
3 associated record of survey along with any fees.
4

5 **8-21 PERMANENT SIGNING**

6 **8-21.3(4) Sign Removal**

7
8 (*****)
9

10 This Section is supplemented with the following:

11
12 The Contractor shall obtain approval from the Engineer prior to removing
13 existing signs.
14

15 **8-21.3(5) Sign Relocation**

16 (*****)
17

18 This Section is supplemented with the following:

19
20 All existing signs not designated for permanent removal that are damaged
21 or removed shall be replaced by the Contractor at no additional expense
22 to the Contracting Agency.
23

24 Existing signs shall be temporarily relocated by the Contractor, as
25 required, to portable sign stands, subject to the approval of the Engineer.
26 When temporarily installed on posts, the signs shall be located as near as
27 practical to their permanent locations and shall have a minimum vertical
28 clearance above the pavement in accordance with the Manual on Uniform
29 Traffic Control Devices (MUTCD).
30

31 All portable sign stands shall be designed to rigidly support the sign in
32 position without creating a hazard to the motorist. Portable sign stands
33 shall be furnished by the Contractor and upon completion of the work shall
34 remain the property of the Contractor and shall be removed from the
35 Project.
36

37 **8-21.5 Payment**

38 (*****)
39

40 This Section is supplemented with the following:

41
42 All costs for the work in this Section shall be included in the unit contract
43 price for Roadway Excavation, Incl. Haul.
44

8-22 PAVEMENT MARKING

8-22.1 Description

(*****)

This Section is supplemented with the following:

Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material, as outlined in Sections 1-07.23 and 1-10 of the Standard Specifications and these Special Provisions.

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.

SPECIAL PROVISIONS - Continued

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.

Reflectorized beading as stated in Section 8-22.3(3) of the Standard Specifications shall be provided with all pavement markings.

8-22.3(6) Removal of Pavement Markings

(*****)

This Section is supplemented with the following:

All Type D pavement markings and raised pavement markers shall be removed prior to any HMA overlay.

Painting is not an acceptable method for obliteration or removal of pavement markings.

DIVISION 9
MATERIALS

9-03 AGGREGATES

9-03.8(7) HMA Tolerances and Adjustments

(March 18, 2025 G&O GSP)

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-04.3(9), the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

Aggregate, percent passing	Nonstatistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

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 section, except the tolerance limits for sieves designated as 100 percent passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

Appendices

(January 2, 2012 WSDOT GSP, FR9)

The following appendices are attached and made a part of this contract:

APPENDIX A:

Supplemental Bidder Responsibility Criteria.

APPENDIX B:

Stormwater Pollution Prevention Plan.

APPENDIX C:

Inadvertent Discovery of Archeological or Historical Materials Plan.

APPENDIX D:

Soil Logs.

SPECIAL PROVISIONS - Continued

1 **(May 5, 2025)**

2 **Standard Plans**

3
4 The Washington State Department of Transportation *Standard Plans* M21-01,
5 published September 2024, is made a part of this Contract with the following
6 revisions:

7
8 A-10.30

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

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

15
16 A-40.20

17 Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

- 18
19 1. Use the ½ inch joint details for bridges with expansion length less
20 than 100 feet and for bridges with L type abutments. Use the 1 inch
21 joint details for other applications.
22
23 2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete
24 bridge deck panels.
25
26 3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End"
27 shall be used for payment. For details 5 and 6, the item "HMA Joint
28 Seal at Bridge Deck Panel Joint" shall be used for payment. For
29 detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall
30 be used for payment.
31

32 Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

33
34 A-50.40

35 Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31
36 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN
37 C-25.20 OR C-25.30)" is revised to read "BEAM GUARDRAIL TYPE 31
38 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-
39 25.20, C-25.30, OR C-25.32)"
40

41 A-60.40

42 Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

43
44 B-90.40

45 Valve Detail – DELETED

SPECIAL PROVISIONS - Continued

C-20.41

Note 4, First Sentence, "Box Culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read; "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater of separation between the bottom of the guardrail post and top of the culvert"

BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension "41" MIN. 72" MAX." is revised to read; "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

C20-43

Note 4, First Sentence: "Box culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read: "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater separation between the bottom of guardrail post and top of culvert."

BOX CULVERT POST & BASE PLATE ASSEMBLY, ELEVATION VIEW, post assembly length dimension - "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

C-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"

ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

C-60.20

Sheet 1, Plan view, callout - "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8" DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)"

C-70.15

BARRIER CONNECTION DETAIL, callout - "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH TYPE 3 GROUT (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-20.3(20)" is revised to read "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH

SPECIAL PROVISIONS - Continued

GROUT TYPE 3 (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-02.3(20)"

C81.10

Sheet 1, TYPICAL SECTION – TRAFFIC BARRIER the R4 #6 bar on the traffic face may be placed 4" down from the top of the barrier to allow additional room to install BP railing or other attachments. The R4 bar shall be kept tight to the front R2 bar.

Sheet 4, the existing table "IMPACT SHEAR AND IMPACT MOMENT TABLE" is renamed to "IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS" keynote 25 is still applicable.

Sheet 4, NOTES, the following Note is added: "3. Deck overhangs for this use constitute plain reinforced concrete typically around 8" in thickness, non-prestressed moment slabs or approach slabs, or plain reinforced and longitudinally prestressed box girders which employ a topping slab. Other Supporting Structure Systems inclusive of post-tensioned decks, walls, and or Structure segments tied together without a topping slab, with the ties in the barrier resistance load path, shall use the impact shear and moments for other supporting structures."

Sheet 4, the following table is added with a keynote 25.

IMPACT SHEAR AND MOMENT TABLE OTHER SUPPORTING STRUCTURES										
	Interior Segment					End Segment				
Roadway and Fill Height at Curb Line (in)	0	6	12	18	24	0	6	12	18	24
End Segment Length (ft)	-	-	-	-	-	10.00	10.50	11.25	11.75	12.50
Impact Moment (kip*ft/ft)	19.86	24.12	28.55	33.16	37.97	20.80	25.17	29.65	34.27	39.04
Impact Shear (kip/ft)	7.89	8.04	8.23	8.44	8.68	8.27	8.39	8.54	8.72	8.92

C-81.15

Sheet 1, General Notes, Add Note 7, to read;"7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3."

SPECIAL PROVISIONS - Continued

C-85.11

On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)”

D-3.09

Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout – “BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16” is revised to read: “BARRIER ON WALL ~ SEE CONTRACT PLANS”

D-3.10

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

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

D-3.11

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

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

D-10.10

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW”.

D-10.15

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW”.

SPECIAL PROVISIONS - Continued

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7".

D-10.45

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8".

F-10.18

Note 1; "Construct curb joints at concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing." is revised to read – "See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing."

F-30.10

All five instances of the "2.0% MAX." are replaced with "2.1% MAX."

F-40.12

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.14

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

SPECIAL PROVISIONS - Continued

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.15

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.16

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 8 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-80.10

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 6 is replaced with the following:

The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.

Section A is amended as follows:

SPECIAL PROVISIONS - Continued

Delete: "15" Max."

J-10.10

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

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

J-10.16

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

J-10.17

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

J-10.18

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

J-20.01

STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height column – "15'-0" "is revised to read; "14'-0" "

J-20.10

DELETED

J-20.11

DELETED

J-20.26

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

Add General Note 2, to read: "Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown."

Revise View Titles (Both Sheets) to read: "ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY"

J-20.16

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

SPECIAL PROVISIONS - Continued

J-21.10

Sheet 1, Anchor Bolt Template, callout; "9" (IN) BOLT CIRCLE" is revised to read: "9" (IN) DIA.BOLT CIRCLE"

Base Plate Detail, callout; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6" (IN)" IS REVISED TO READ; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16" (IN)"

Flat Foundation Detail – Elevation, 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"

Flat Foundation Detail – Elevation, dimension; 4' – 0" is revised to read; "4' – 0" ROUND OR 3' – 0" SQUARE"

J-21.15

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

J-21.16

On both elevation views, the overall standard height dimension "15'-0" " is revised to read; "14'-0" "

J-28.30

General Note 13 – "See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier" is revised to read; "See Standard Plan C-85.15 for steel light standards on traffic barrier."

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

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

J-40.37

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

J-50.15

Sheet 1, SECTION A, the call out "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3 PAIRS" is revised to read "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS"

SPECIAL PROVISIONS - Continued

J-75.20

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

J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

L-5.10

Add new general Note 9 on sheet 1 – "9. The top of wall in Section A on Sheet 1 shall be located as follows: 1) flush with the finished grade when placed within the deflection distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be located at mid height between the top rail and the top of structure."

M-20.30

Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE NOTE 5)"

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00...10/12/07	A-50.10-02.....7/18/24
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-40.50-03....9/12/23	A-60.40-00.....8/31/07
B-5.20-039/9/20	B-30.50-032/27/18	B-75.20-03.....8/17/21
B-5.40-021/26/17	B-30.60-009/9/20	B-75.50-02.....3/15/22
B-5.60-021/26/17	B-30.40-032/27/18	B-70.60-01.....1/26/17

SPECIAL PROVISIONS - Continued

	B-10.20-03.....8/23/23	B-30.70-042/27/18	B-75.60-00.....6/8/06
	B-10.40-02.....8/17/21	B-30.80-012/27/18	B-80.20-00.....6/8/06
	B-10.70-03.....8/23/23	B-30.90-021/26/17	B-80.40-00.....6/1/06
	B-15.20-01.....2/7/12	B-35.20-006/8/06	B-85.10-01.....6/10/08
	B-15.40-01.....2/7/12	B-35.40-018/23/23	B-85.20-00.....6/1/06
	B-15.60-02.....1/26/17	B-40.20-006/1/06	B-85.30-00.....6/1/06
	B-20.20-02.....3/16/12	B-40.40-021/26/17	B-85.40-00.....6/8/06
	B-20.40-04.....2/27/18	B-45.20-017/11/17	B-85.50-01.....6/10/08
	B-20.60-03.....3/15/12	B-45.40-017/21/17	B-90.10-00.....6/8/06
	B-25.20-02.....2/27/18	B-50.20-006/1/06	B-90.20-00.....6/8/06
	B-25.60-03.....8/23/23	B-55.20-038/17/21	B-90.30-00.....6/8/06
	B-30.05-00.....9/9/20	B-60.20-029/9/20	B-90.40-01.....1/26/17
	B-30.10-03.....2/27/18	B-60.40-012/27/18	B-90.50-00.....6/8/06
	B-30.15-00.....2/27/18	B-65.20-014/26/12	B-95.20-02.....8/17/21
	B-30.20-04.....2/27/18	B-65.40-006/1/06	B-95.40-01.....6/28/18
	B-30.30-03.....2/27/18	B-70.20-013/15/22	
1	C-19/8/22	C-23.70-01 ..10/16/23	C-70.10-04 ..10/16/23
	C-1b10/12/23	C-24.10-057/21/24	C-70.15-017/21/24
	C-1d10/31/03	C-24.15-003/15/22	C-75.10-029/16/20
	C-6a9/8/22	C-25.20-078/20/21	C-75.20-038/20/21
	C-79/8/22	C-25.22-068/20/21	C-75.30-038/20/21
	C-7a9/8/22	C-25.26-058/20/21	C-80.10-03 ..10/16/23
	C-20.10-09 ..10/12/23	C-25.30-018/20/21	C-80.20-016/11/14
	C-20.14-059/8/22	C-25.32-007/29/24	C-80.30-028/20/21
	C-20.15-03 ..10/12/23	C-25.80-058/12/19	C-80.40-016/11/14
	C-20.18-049/8/22	C-60.10-047/21/24	C-85.10-004/8/12
	C-20.40-10 ..10/12/23	C-60.15-017/21/24	C-85.11-019/16/20
	C-20.41-057/18/24	C-60.20-019/8/22	C-85.15-03 ..10/17/23
	C-20.43-017/18/24	C-60.30-027/21/24	C-85-18-039/8/22
	C-20.44-008/13/24	C-60.40-017/21/24	C-81.10-009/12/23
	C-20.45-039/8/22	C-60.45-017/21/24	C-81.15-009/12/23
	C-20.55-007/30/24	C-60.50-017/21/24	
	C-22.16-08 ..10/17/23	C-60.60-017/21/24	
	C-22.40-117/21/24	C-60.70-019/8/22	
	C-22.45-077/21/24	C-60.80-027/21/24	
2	D-2.36-036/11/14	D-3.11-036/11/14	D-10.25-018/7/19
	D-2.46-028/13/21	D-412/11/98	D-10.30-007/8/08
	D-2.84-0011/10/05	D-66/19/98	D-10.35-007/8/08
	D-2.92-014/26/22	D-10.10-0112/2/08	D-10.40-0112/2/08
	D-3.09-005/17/12	D-10.15-0112/2/08	D-10.45-0112/2/08
	D-3.10-015/29/13	D-10.20-018/7/19	D-20.10-0010/9/23
3	E-1.....2/21/07	E-4.....8/27/03	E-20.10-00.....9/12/23

SPECIAL PROVISIONS - Continued

1	E-2.....5/29/98	E-4a.....8/27/03	E-20.20-00.....10/4/23
	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-10.18-04.....6/28/24	F-30.10-04.....9/25/20	F-45.10-05.....6/4/24
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
2	G-10.10-009/20/07	G-24.50-058/7/19	G-90.10-037/11/17
	G-20.10-038/20/21	G-24.60-056/28/18	G-90.20-057/11/17
	G-22.10-046/28/18	G-25.10-059/16/20	G-90.30-047/11/17
	G-24.10-0011/8/07	G-26.10-007/31/19	G-95.10-026/28/18
	G-24.20-012/7/12	G-30.10-046/23/15	G-95.20-036/28/18
	G-24.30-026/28/18	G-50.10-036/28/18	G-95.30-036/28/18
	G-24.40-076/28/18		
3	H-10.10-016/2/24	H-30.10-00 ..10/12/07	H-70.10-028/17/21
	H-10.11-006/2/24	H-32.10-009/20/07	H-70.20-028/17/21
	H-10.15-016/2/24	H-60.10-017/3/08	
	H-10.16-006/2/24	H-60.20-017/3/08	
4	I-10.10-018/11/09	I-30.20-009/20/07	I-40.20-009/20/07
	I-30.10-023/22/13	I-30.30-026/12/19	I-50.20-027/6/22
	I-30.15-023/22/13	I-30.40-026/12/19	I-60.10-016/10/13
	I-30.16-017/11/19	I-30.60-026/12/19	I-60.20-016/10/13
	I-30.17-016/12/19	I-40.10-009/20/07	I-80.10-027/15/16
5	J-05.50-008/30/22	J-26.10-037/21/16	J-50.05-007/21/17
	J-107/18/97	J-26.15-015/17/12	J-50.10-017/31/19
	J-10.10-049/16/20	J-26.20-016/28/18	J-50.11-027/31/19
	J-10.12-009/16/20	J-27.10-017/21/16	J-50.12-028/7/19
	J-10.14-009/16/20	J-27.15-003/15/12	J-50.13-018/30/22
	J-10.15-016/11/14	J-28.01-008/30/22	J-50.15-017/21/17
	J-10.16-028/18/21	J-28.10-028/7/19	J-50.16-013/22/13
	J-10.17-028/18/21	J-28.22-008/07/07	J-50.18-008/7/19
	J-10.18-028/18/21	J-28.24-029/16/20	J-50.19-008/7/19
	J-10.20-048/18/21	J-28.26-01 ..12/02/08	J-50.20-006/3/11
	J-10.21-028/18/21	J-28.30-046/18/24	J-50.25-006/3/11
	J-10.22-0310/4/23	J-28.40-026/11/14	J-50.30-006/3/11
	J-10.25-016/21/24	J-28.42-016/11/14	J-60.05-017/21/16
	J-10.26-008/30/22	J-28.43-016/28/18	J-60.11-005/20/13
	J-12.15-006/28/18	J-28.45-037/21/16	J-60.12-005/20/13
	J-12.16-006/28/18	J-28.50-037/21/16	J-60.13-006/16/10
	J-15.10-016/11/14	J-28.60-038/27/21	J-60.14-017/31/19
	J-15.15-027/10/15	J-28.70-048/30/22	J-75.10-027/10/15

SPECIAL PROVISIONS - Continued

	J-20.01-016/21/24	J-29.10-028/26/22	J-75.20-017/10/15
	J-20.05-006/21/24	J-29.15-017/21/16	J-75.30-027/10/15
	J-20.10-0510/4/23	J-29.16-027/21/16	J-75.50-008/30/22
	J-20.11-037/31/19	J-30.10-018/26/22	J-75.55-008/30/22
	J-20.15-046/21/24	J-40.01-008/30/22	J-80.05-008/30/22
	J-20.16-026/30/14	J-40.05-007/21/16	J-80.10-018/18/21
	J-20.20-025/20/13	J-40.10-044/28/16	J-80.12-008/18/21
	J-20.26-017/12/12	J-40.20-034/28/16	J-80.15-006/28/18
	J-21.10-056/21/24	J-40.30-044/28/16	J-81.10-028/18/21
	J-21.15-016/10/13	J-40.35-015/29/13	J-81.12-009/3/21
	J-21.16-026/21/24	J-40.36-027/21/17	J-84.05-008/30/22
	J-21.17-016/10/13	J-40.37-027/21/17	J-86.10-006/28/18
	J-21.20-016/10/13	J-40.38-015/20/13	J-90.10-036/28/18
	J-22.15-036/21/24	J-40.39-005/20/13	J-90.20-036/28/18
	J-22.16-037/10/15	J-40.40-027/31/19	J-90.21-026/28/18
	J-22.17-006/21/24	J-45.36-007/21/17	J-90.50-006/28/18
1	K-70.20-01.....6/1/16	K-80.32-008/17/21	K-80.35-01.....9/16/20
	K-80.10-02.....9/25/20	K-80.34-008/17/21	K-80.37-01.....9/16/20
2	L-5.10-02.....6/5/24	L-20.10-037/14/15	L-40.20-026/21/12
	L-5.15-00.....9/19/22	L-30.10-026/11/14	L-70.10-015/21/08
	L-10.10-026/21/12	L-40.15-016/16/11	L-70.20-015/21/08
3	M-1.20-04.....9/25/20	M-9.60-002/10/09	M-24.66-007/11/17
	M-1.40-03.....9/25/20	M-11.10-04.....8/2/22	M-40.10-04 ..10/17/23
	M-1.60-03.....9/25/20	M-12.10-04....6/28/24	M-40.20-00 ..10/12/07
	M-1.80-03.....6/3/11	M-15.10-027/17/23	M-40.30-017/11/17
	M-2.20-03.....7/10/15	M-17.10-02.....7/3/08	M-40.40-009/20/07
	M-2.21-00.....7/10/15	M-20.10-04.....8/2/22	M-40.50-009/20/07
	M-3.10-04.....9/25/20	M-20.20-024/20/15	M-40.60-009/20/07
	M-3.20-04.....8/2/22	M-20.30-056/28/24	M-60.10-016/3/11
	M-3.30-04.....9/25/20	M-20.40-036/24/14	M-60.20-038/17/21
	M-3.40-04.....9/25/20	M-20.50-026/3/11	M-65.10-038/17/21
	M-3.50-03.....9/25/20	M-24.20-024/20/15	M-80.10-016/3/11
	M-5.10-03.....9/25/20	M-24.40-024/20/15	M-80.20-006/10/08
	M-7.50-011/30/07	M-24.60-046/24/14	M-80.30-006/10/08
	M-9.50-026/24/14	M-24.65-007/11/17	
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: 09/10/2025

Pierce County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	\$67.39	5D	1H	
Boilermakers	Journey Level	\$78.89	5N	1C	
Brick Mason	Journey Level	\$76.07	7E	1N	
Brick Mason	Pointer-Caulker-Cleaner	\$76.07	7E	1N	
Building Service Employees	Janitor	\$24.04	5S	2F	
Building Service Employees	Traveling Waxer / Shampooer	\$24.49	5S	2F	

Building Service Employees	Window Cleaner (High Time)	\$31.99	5S	2F	
Building Service Employees	Window Cleaner (Non-High Time)	\$31.49	5S	2F	
Cabinet Makers (In Shop)	Journey Level	\$28.36		1	
Carpenters	Acoustical Worker	\$83.21	15J	11U	
Carpenters	Bridge Dock and Wharf Carpenter	\$84.81	15J	11U	9L
Carpenters	Floor Layer & Floor Finisher	\$83.21	15J	11U	
Carpenters	General Carpenter	\$83.21	15J	11U	
Carpenters	Scaffold Erector	\$83.21	15J	11U	
Cement Masons	Application of all Composition Mastic	\$81.87	15J	4U	
Cement Masons	Application of all Epoxy Material	\$81.36	15J	4U	
Cement Masons	Application of all Plastic Material	\$81.87	15J	4U	
Cement Masons	Application of Sealing Compound	\$81.36	15J	4U	
Cement Masons	Application of Underlayment	\$81.87	15J	4U	
Cement Masons	Building General	\$81.36	15J	4U	

Cement Masons	Composition or Kalman Floors	\$81.87	15J	4U
Cement Masons	Concrete Paving	\$81.36	15J	4U
Cement Masons	Curb & Gutter Machine	\$81.87	15J	4U
Cement Masons	Curb & Gutter, Sidewalks	\$81.36	15J	4U
Cement Masons	Curing Concrete	\$81.36	15J	4U
Cement Masons	Finish Colored Concrete	\$81.87	15J	4U
Cement Masons	Floor Grinding	\$81.87	15J	4U
Cement Masons	Floor Grinding/Polisher	\$81.36	15J	4U
Cement Masons	Green Concrete Saw, self-powered	\$81.87	15J	4U
Cement Masons	Grouting of all Plates	\$81.36	15J	4U
Cement Masons	Grouting of all Tilt-up Panels	\$81.36	15J	4U
Cement Masons	Guniting Nozzleman	\$81.87	15J	4U
Cement Masons	Hand Powered Grinder	\$81.87	15J	4U
Cement Masons	Journey Level	\$81.36	15J	4U
Cement Masons	Patching Concrete	\$81.36	15J	4U
Cement Masons	Pneumatic Power Tools	\$81.87	15J	4U

Cement Masons	Power Chipping & Brushing	\$81.87	15J	4U	
Cement Masons	Sand Blasting Architectural Finish	\$81.87	15J	4U	
Cement Masons	Screed & Rodding Machine	\$81.87	15J	4U	
Cement Masons	Spackling or Skim Coat Concrete	\$81.36	15J	4U	
Cement Masons	Troweling Machine Operator	\$81.87	15J	4U	
Cement Masons	Troweling Machine Operator on Colored Slabs	\$81.87	15J	4U	
Cement Masons	Tunnel Workers	\$81.87	15J	4U	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	\$144.72	15J	11T	9I
Divers & Tenders	Dive Supervisor	\$146.22	15J	11T	9I
Divers & Tenders	Diver	\$144.72	15J	11T	9I
Divers & Tenders	Diver Tender	\$91.05	15J	11T	9I
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$114.73	15J	11U	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$124.28	15J	11U	

30.01-44.00 PSI

Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$133.82	15J	11U	
	44.01 - 54.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$143.37	15J	11U	
	54.01 - 60.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$152.91	15J	11U	
	60.01 - 64.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$162.46	15J	11U	
	64.01 - 68.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$172.00	15J	11U	
	68.01 - 70.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$181.55	15J	11U	
	70.01 - 72.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$191.09	15J	11U	
	72.01 - 74.00 PSI				
Divers & Tenders	Lead Diver (Dive Master)	\$105.51	15J	11T	9I
Divers & Tenders	Manifold Operator (Life Support Technician)	\$96.05	15J	11U	9I

Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$91.05	15J	11T	9I
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$91.05	15J	11U	9I
Divers & Tenders	Remote Operated Vehicle Tender	\$84.75	15J	11T	9I
Divers & Tenders	Stand-by Diver	\$100.51	15J	11T	9I
Dredge Workers	Assistant Engineer	\$89.47	5D	3F	
Dredge Workers	Assistant Mate (Deckhand)	\$88.78	5D	3F	
Dredge Workers	Boatmen	\$89.47	5D	3F	
Dredge Workers	Engineer Welder	\$91.20	5D	3F	
Dredge Workers	Leverman, Hydraulic	\$93.03	5D	3F	
Dredge Workers	Mates	\$89.47	5D	3F	
Dredge Workers	Oiler	\$88.78	5D	3F	
Drywall Applicator	Journey Level	\$81.71	150	11S	
Drywall Tapers	Journey Level	\$81.71	150	11S	
Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1	
Electricians - Inside	Cable Splicer	\$98.98	5C	1G	

Electricians - Inside	Journey Level	\$92.27	5C	1G	
Electricians - Inside	Lead Covered Cable Splicer	\$105.70	5C	1G	
Electricians - Inside	Welder	\$98.98	5C	1G	
Electricians - Motor Shop	Craftsman	\$16.66		1	
Electricians - Motor Shop	Journey Level	\$16.66		1	
Electricians - Powerline Construction	Cable Splicer	\$102.42	5A	4D	
Electricians - Powerline Construction	Certified Line Welder	\$93.99	5A	4D	
Electricians - Powerline Construction	Groundperson	\$59.30	5A	4D	
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$93.99	5A	4D	
Electricians - Powerline Construction	Journey Level Lineperson	\$93.99	5A	4D	
Electricians - Powerline Construction	Line Equipment Operator	\$80.96	5A	4D	
Electricians - Powerline Construction	Meter Installer	\$59.30	5A	4D	8W
Electricians - Powerline Construction	Pole Sprayer	\$93.99	5A	4D	

Electricians - Powerline Construction	Powderperson	\$69.84	5A	4D	
Electronic Technicians	Journey Level	\$60.28	6Z	1B	
Elevator Constructors	Mechanic	\$115.14	7D	4A	
Elevator Constructors	Mechanic In Charge	\$124.53	7D	4A	
Fabricated Precast Concrete Products	Journey Level	\$16.66		1	
Fence Erectors	Fence Erector	\$57.66	15J	11P	8Y
Fence Erectors	Fence Laborer	\$57.66	15J	11P	8Y
Flaggers	Journey Level	\$57.66	15J	11P	8Y
Glaziers	Journey Level	\$85.16	7L	1Y	
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$96.42	15H	11C	
Heating Equipment Mechanics	Journey Level	\$105.42	7F	1E	
Hod Carriers & Mason Tenders	Journey Level	\$71.09	15J	11P	8Y
Industrial Power Vacuum Cleaner	Journey Level	\$16.66		1	
Inland Boatmen	Boat Operator	\$71.28	5B	1K	
Inland Boatmen	Cook	\$69.70	5B	1K	

Inland Boatmen	Deckhand	\$70.00	5B	1K	
Inland Boatmen	Deckhand Engineer	\$69.55	5B	1K	
Inland Boatmen	Launch Operator	\$71.23	5B	1K	
Inland Boatmen	Mate	\$89.12	5B	1K	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$16.66		1	
Insulation Applicators	Journey Level	\$83.21	15J	11U	
Ironworkers	Journeyman	\$92.82	15K	11N	
Laborers	Air, Gas Or Electric Vibrating Screed	\$67.39	15J	11P	8Y

Laborers	Airtrac Drill Operator	\$69.37	15J	11P	8Y
Laborers	Ballast Regular Machine	\$67.39	15J	11P	8Y
Laborers	Batch Weighman	\$57.66	15J	11P	8Y
Laborers	Brick Pavers	\$67.39	15J	11P	8Y
Laborers	Brush Cutter	\$67.39	15J	11P	8Y
Laborers	Brush Hog Feeder	\$67.39	15J	11P	8Y
Laborers	Burner	\$67.39	15J	11P	8Y
Laborers	Caisson Worker	\$69.37	15J	11P	8Y
Laborers	Carpenter Tender	\$67.39	15J	11P	8Y
Laborers	Cement Dumper-paving	\$68.56	15J	11P	8Y
Laborers	Cement Finisher Tender	\$67.39	15J	11P	8Y
Laborers	Change House Or Dry Shack	\$67.39	15J	11P	8Y
Laborers	Chipping Gun (30 Lbs. And Over)	\$68.56	15J	11P	8Y
Laborers	Chipping Gun (Under 30 Lbs.)	\$67.39	15J	11P	8Y
Laborers	Choker Setter	\$67.39	15J	11P	8Y
Laborers	Chuck Tender	\$67.39	15J	11P	8Y

Laborers	Clary Power Spreader	\$68.56	15J	11P	8Y
Laborers	Clean-up Laborer	\$67.39	15J	11P	8Y
Laborers	Concrete Dumper/Chute Operator	\$68.56	15J	11P	8Y
Laborers	Concrete Form Stripper	\$67.39	15J	11P	8Y
Laborers	Concrete Placement Crew	\$68.56	15J	11P	8Y
Laborers	Concrete Saw Operator/Core Driller	\$68.56	15J	11P	8Y
Laborers	Crusher Feeder	\$57.66	15J	11P	8Y
Laborers	Curing Laborer	\$67.39	15J	11P	8Y
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$67.39	15J	11P	8Y
Laborers	Ditch Digger	\$67.39	15J	11P	8Y
Laborers	Diver	\$69.37	15J	11P	8Y
Laborers	Drill Operator (Hydraulic, Diamond)	\$68.56	15J	11P	8Y
Laborers	Dry Stack Walls	\$67.39	15J	11P	8Y
Laborers	Dump Person	\$67.39	15J	11P	8Y
Laborers	Epoxy Technician	\$67.39	15J	11P	8Y

Laborers	Erosion Control Worker	\$67.39	15J	11P	8Y
Laborers	Faller & Bucker Chain Saw	\$68.56	15J	11P	8Y
Laborers	Fine Graders	\$67.39	15J	11P	8Y
Laborers	Firewatch	\$57.66	15J	11P	8Y
Laborers	Form Setter	\$68.56	15J	11P	8Y
Laborers	Gabian Basket Builders	\$67.39	15J	11P	8Y
Laborers	General Laborer	\$67.39	15J	11P	8Y
Laborers	Grade Checker & Transit Person	\$71.09	15J	11P	8Y
Laborers	Grinders	\$67.39	15J	11P	8Y
Laborers	Grout Machine Tender	\$67.39	15J	11P	8Y
Laborers	Groutmen (Pressure) Including Post Tension Beams	\$68.56	15J	11P	8Y
Laborers	Guardrail Erector	\$67.39	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level A)	\$69.37	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level B)	\$68.56	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level C)	\$67.39	15J	11P	8Y

Laborers	High Scaler	\$69.37	15J	11P	8Y
Laborers	Jackhammer	\$68.56	15J	11P	8Y
Laborers	Laserbeam Operator	\$68.56	15J	11P	8Y
Laborers	Maintenance Person	\$67.39	15J	11P	8Y
Laborers	Manhole Builder-Mudman	\$68.56	15J	11P	8Y
Laborers	Material Yard Person	\$67.39	15J	11P	8Y
Laborers	Mold Abatement Worker	\$67.39	15J	11P	8Y
Laborers	Motorman-Dinky Locomotive	\$71.19	15J	11P	8Y
Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$71.09	15J	11P	8Y
Laborers	Pavement Breaker	\$68.56	15J	11P	8Y
Laborers	Pilot Car	\$57.66	15J	11P	8Y
Laborers	Pipe Layer (Lead)	\$71.09	15J	11P	8Y
Laborers	Pipe Layer/Tailor	\$68.56	15J	11P	8Y

Laborers	Pipe Pot Tender	\$68.56	15J	11P	8Y
Laborers	Pipe Reliner	\$68.56	15J	11P	8Y
Laborers	Pipe Wrapper	\$68.56	15J	11P	8Y
Laborers	Pot Tender	\$67.39	15J	11P	8Y
Laborers	Powderman	\$69.37	15J	11P	8Y
Laborers	Powderman's Helper	\$67.39	15J	11P	8Y
Laborers	Power Jacks	\$68.56	15J	11P	8Y
Laborers	Power Washer	\$67.39	15J	11P	8Y
Laborers	Railroad Spike Puller - Power	\$68.56	15J	11P	8Y
Laborers	Raker - Asphalt	\$71.09	15J	11P	8Y
Laborers	Re-timberman	\$69.37	15J	11P	8Y
Laborers	Remote Equipment Operator	\$68.56	15J	11P	8Y
Laborers	Rigger/Signal Person	\$68.56	15J	11P	8Y
Laborers	Rip Rap Person	\$67.39	15J	11P	8Y
Laborers	Rivet Buster	\$68.56	15J	11P	8Y
Laborers	Rodder	\$68.56	15J	11P	8Y

Laborers	Scaffold Erector	\$67.39	15J	11P	8Y
Laborers	Scale Person	\$67.39	15J	11P	8Y
Laborers	Sloper (Over 20")	\$68.56	15J	11P	8Y
Laborers	Sloper Sprayer	\$67.39	15J	11P	8Y
Laborers	Spreader (Concrete)	\$68.56	15J	11P	8Y
Laborers	Stake Hopper	\$67.39	15J	11P	8Y
Laborers	Stock Piler	\$67.39	15J	11P	8Y
Laborers	Swinging Stage/Boatswain Chair	\$57.66	15J	11P	8Y
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$68.56	15J	11P	8Y
Laborers	Tamper (Multiple & Self- propelled)	\$68.56	15J	11P	8Y
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$68.56	15J	11P	8Y
Laborers	Toolroom Person (at Jobsite)	\$67.39	15J	11P	8Y
Laborers	Topper	\$67.39	15J	11P	8Y
Laborers	Track Laborer	\$67.39	15J	11P	8Y
Laborers	Track Liner (Power)	\$68.56	15J	11P	8Y

Laborers	Traffic Control Laborer	\$61.41	15J	11P	9C
Laborers	Traffic Control Supervisor	\$64.86	15J	11P	9C
Laborers	Truck Spotter	\$67.39	15J	11P	8Y
Laborers	Tugger Operator	\$68.56	15J	11P	8Y
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$225.32	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$230.35	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$234.03	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$239.73	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$241.85	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$246.95	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$248.85	15J	11P	9B

Laborers	Tunnel Work-Compressed				
	Air Worker 70.01-72.00 psi	\$250.85	15J	11P	9B
Laborers	Tunnel Work-Compressed				
	Air Worker 72.01-74.00 psi	\$252.85	15J	11P	9B
Laborers	Tunnel Work-Guage and Lock Tender	\$71.19	15J	11P	8Y
Laborers	Tunnel Work-Miner	\$71.19	15J	11P	8Y
Laborers	Vibrator	\$68.56	15J	11P	8Y
Laborers	Vinyl Seamer	\$67.39	15J	11P	8Y
Laborers	Watchman	\$52.73	15J	11P	8Y
Laborers	Welder	\$68.56	15J	11P	8Y
Laborers	Well Point Laborer	\$68.56	15J	11P	8Y
Laborers	Window Washer/Cleaner	\$52.73	15J	11P	8Y
Laborers - Underground Sewer & Water	General Laborer & Topman	\$67.39	15J	11P	8Y
Laborers - Underground Sewer & Water	Pipe Layer	\$68.56	15J	11P	8Y
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$52.73	15J	11P	8Y

Landscape Construction	Landscape Operator	\$88.78	15J	3K	8X
Landscape Maintenance	Groundskeeper	\$17.07		1	
Lathers	Journey Level	\$81.71	150	11S	
Marble Setters	Journey Level	\$76.07	7E	1N	
Metal Fabrication (In Shop)	Fitter	\$16.66		1	
Metal Fabrication (In Shop)	Laborer	\$16.66		1	
Metal Fabrication (In Shop)	Machine Operator	\$16.66		1	
Metal Fabrication (In Shop)	Welder	\$16.66		1	
Millwright	Journey Level	\$80.28	15J	4C	
Modular Buildings	Journey Level	\$16.66		1	
Painters	Journey Level	\$56.09	6Z	11J	
Pile Driver	Crew Tender	\$80.50	15J	11U	9L
Pile Driver	Journey Level	\$84.81	15J	11U	
Plasterers	Journey Level	\$78.60	7Q	1R	
Plasterers	Nozzleman	\$82.70	7Q	1R	
Playground & Park Equipment Installers	Journey Level	\$16.66		1	
Plumbers & Pipefitters	Journey Level	\$95.37	5A	1G	

Power Equipment Operators	Asphalt Plant Operator	\$90.27	15J	3K	8X
Power Equipment Operators	Assistant Engineer	\$86.60	7A	11H	8X
Power Equipment Operators	Barrier Machine (zipper)	\$89.47	15J	3K	8X
Power Equipment Operators	Batch Plant Operator: Concrete	\$89.47	15J	3K	8X
Power Equipment Operators	Bobcat	\$84.87	15J	3K	8X
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$84.87	15J	3K	8X
Power Equipment Operators	Brooms	\$84.87	15J	3K	8X
Power Equipment Operators	Bump Cutter	\$89.47	15J	3K	8X
Power Equipment Operators	Cableways	\$90.27	15J	3K	8X
Power Equipment Operators	Chipper	\$89.47	15J	3K	8X
Power Equipment Operators	Compressor	\$84.87	15J	3K	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$90.27	15J	3K	8X

Power Equipment Operators	Concrete Finish Machine - laser Screed	\$84.87	15J	3K	8X
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$88.78	15J	3K	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$89.47	15J	3K	8X
Power Equipment Operators	Conveyors	\$88.78	15J	3K	8X
Power Equipment Operators	Cranes Friction: 200 tons and over	\$94.85	7A	11H	8X
Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$86.60	7A	11H	8X
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$92.98	7A	11H	8X
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$91.25	7A	11H	8X
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$93.95	7A	11H	8X
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including	\$94.85	7A	11H	8X

jib with attachments

Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$92.08	7A	11H	8X
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$93.95	7A	11H	8X
Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators	Crusher	\$89.47	15J	3K	8X
Power Equipment Operators	Deck Engineer/deck Winches (power)	\$89.47	15J	3K	8X
Power Equipment Operators	Derricks: on building work	\$92.08	7A	11H	8X
Power Equipment Operators	Dozers D-9 & Under	\$88.78	15J	3K	8X
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$88.78	15J	3K	8X
Power Equipment Operators	Drilling Machine	\$91.20	15J	3K	8X
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$86.60	7A	11H	8X
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar	\$89.47	15J	3K	8X

Equipment

Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$90.55	7A	11H	8X
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$86.60	7A	11H	8X
Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$89.47	15J	3K	8X
Power Equipment Operators	Gradechecker/stakeman	\$84.87	15J	3K	8X
Power Equipment Operators	Guardrail punch/Auger	\$89.47	15J	3K	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$90.27	15J	3K	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$89.47	15J	3K	8X
Power Equipment Operators	Horizontal/directional Drill Locator	\$88.78	15J	3K	8X
Power Equipment Operators	Horizontal/directional Drill Operator	\$89.47	15J	3K	8X
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$86.60	7A	11H	8X

Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$91.20	15J	3K	8X
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$90.27	15J	3K	8X
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$89.47	15J	3K	8X
Power Equipment Operators	Loaders, Plant Feed	\$89.47	15J	3K	8X
Power Equipment Operators	Loaders: Elevating Type Belt	\$88.78	15J	3K	8X
Power Equipment Operators	Locomotives, All	\$89.47	15J	3K	8X
Power Equipment Operators	Material Transfer Device	\$89.47	15J	3K	8X
Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$92.98	7A	11H	8X
Power Equipment Operators	Motor patrol graders	\$90.27	15J	3K	8X
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$90.27	15J	3K	8X
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch	\$84.87	15J	3K	8X

Seeding Operator

Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$90.55	7A	11H	8X
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$91.25	7A	11H	8X
Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$92.98	7A	11H	8X
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$92.08	7A	11H	8X
Power Equipment Operators	Pavement Breaker	\$84.87	15J	3K	8X
Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$89.47	15J	3K	8X
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$88.78	15J	3K	8X
Power Equipment Operators	Posthole Digger, Mechanical	\$84.87	15J	3K	8X
Power Equipment Operators	Power Plant	\$84.87	15J	3K	8X
Power Equipment Operators	Pumps - Water	\$84.87	15J	3K	8X
Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$90.27	15J	3K	8X

Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$90.55	7A	11H	8X
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$90.27	15J	3K	8X
Power Equipment Operators	Rigger and Bellman	\$86.60	7A	11H	8X
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$90.55	7A	11H	8X
Power Equipment Operators	Rollagon	\$90.27	15J	3K	8X
Power Equipment Operators	Roller, Other Than Plant Mix	\$84.87	15J	3K	8X
Power Equipment Operators	Roller, Plant Mix Or Multi- lift Materials	\$88.78	15J	3K	8X
Power Equipment Operators	Roto-mill, Roto-grinder	\$89.47	15J	3K	8X
Power Equipment Operators	Saws - Concrete	\$88.78	15J	3K	8X
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$89.47	15J	3K	8X
Power Equipment Operators	Scrapers - Concrete & Carry All	\$88.78	15J	3K	8X
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$90.27	15J	3K	8X

Power Equipment Operators	Service Engineers: equipment	\$90.55	7A	11H	8X
Power Equipment Operators	Shotcrete/gunite Equipment	\$84.87	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$88.78	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$90.27	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$89.47	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$91.20	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$92.12	15J	3K	8X
Power Equipment Operators	Slipform Pavers	\$90.27	15J	3K	8X
Power Equipment Operators	Spreader, Topsider & Screedman	\$90.27	15J	3K	8X
Power Equipment Operators	Subgrader Trimmer	\$89.47	15J	3K	8X

Power Equipment Operators	Tower Bucket Elevators	\$88.78	15J	3K	8X
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$93.95	7A	11H	8X
Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$92.98	7A	11H	8X
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$94.85	7A	11H	8X
Power Equipment Operators	Transporters, All Track Or Truck Type	\$90.27	15J	3K	8X
Power Equipment Operators	Trenching Machines	\$88.78	15J	3K	8X
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$91.25	7A	11H	8X
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$90.55	7A	11H	8X
Power Equipment Operators	Truck Mount Portable Conveyor	\$89.47	15J	3K	8X
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$89.47	15J	3K	8X
Power Equipment Operators	Welder	\$92.08	7A	11H	8X
Power Equipment Operators	Wheel Tractors, Farmall Type	\$84.87	15J	3K	8X

Power Equipment Operators	Yo Yo Pay Dozer	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Bobcat	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Brooms	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$89.47	15J	3K	8X

Power Equipment					
Operators- Underground	Cableways	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Chipper	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Compressor	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment	Concrete Pump: Truck				
Operators- Underground	Mount With Boom	\$90.27	15J	3K	8X
Sewer & Water	Attachment Over 42m				
Power Equipment					
Operators- Underground	Concrete Finish Machine -	\$84.87	15J	3K	8X
Sewer & Water	laser Screed				
Power Equipment	Concrete Pump - Mounted				
Operators- Underground	Or Trailer High Pressure	\$88.78	15J	3K	8X
Sewer & Water	Line Pump, Pump High Pressure				
Power Equipment	Concrete Pump: Truck				
Operators- Underground	Mount With Boom	\$89.47	15J	3K	8X
Sewer & Water	Attachment Up To 42m				
Power Equipment					
Operators- Underground	Conveyors	\$88.78	15J	3K	8X
Sewer & Water					

Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$94.85	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$92.98	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$91.25	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$93.95	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$94.85	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$92.08	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$93.95	7A	11H	8X

Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A- frame over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Crusher	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$92.08	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$91.20	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$89.47	15J	3K	8X

Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$88.78	15J	3K	8X

Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$91.20	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$89.47	15J	3K	8X

Power Equipment					
Operators- Underground	Material Transfer Device	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment	Mechanics: all (Leadmen -				
Operators- Underground	\$0.50 per hour over	\$92.98	7A	11H	8X
Sewer & Water	mechanic)				
Power Equipment					
Operators- Underground	Motor patrol graders	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment	Mucking Machine, Mole,				
Operators- Underground	Tunnel Drill, Boring, Road	\$90.27	15J	3K	8X
Sewer & Water	Header And/or Shield				
Power Equipment	Oil Distributors, Blower				
Operators- Underground	Distribution & Mulch	\$84.87	15J	3K	8X
Sewer & Water	Seeding Operator				
Power Equipment	Outside Hoists (elevators				
Operators- Underground	and manlifts), Air Tuggers,	\$90.55	7A	11H	8X
Sewer & Water	Strato				
Power Equipment	Overhead, bridge type				
Operators- Underground	Crane: 20 tons through 44	\$91.25	7A	11H	8X
Sewer & Water	tons				
Power Equipment	Overhead, bridge type:				
Operators- Underground	100 tons and over	\$92.98	7A	11H	8X
Sewer & Water					
Power Equipment	Overhead, bridge type: 45				
Operators- Underground	tons through 99 tons	\$92.08	7A	11H	8X
Sewer & Water					

Power Equipment					
Operators- Underground	Pavement Breaker	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Pile Driver (other Than	\$89.47	15J	3K	8X
Sewer & Water	Crane Mount)				
Power Equipment					
Operators- Underground	Plant Oiler - Asphalt,	\$88.78	15J	3K	8X
Sewer & Water	Crusher				
Power Equipment					
Operators- Underground	Posthole Digger,	\$84.87	15J	3K	8X
Sewer & Water	Mechanical				
Power Equipment					
Operators- Underground	Power Plant	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Pumps - Water	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Quad 9, HD 41, D10 And	\$90.27	15J	3K	8X
Sewer & Water	Over				
Power Equipment					
Operators- Underground	Quick Tower: no cab,	\$90.55	7A	11H	8X
Sewer & Water	under 100 feet in height based to boom				
Power Equipment					
Operators- Underground	Remote Control Operator	\$90.27	15J	3K	8X
Sewer & Water	On Rubber Tired Earth Moving Equipment				

Power Equipment					
Operators- Underground	Rigger and Bellman	\$86.60	7A	11H	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Rigger/Signal Person,	\$90.55	7A	11H	8X
Sewer & Water	Bellman(Certified)				
Power Equipment					
Operators- Underground	Rollagon	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Roller, Other Than Plant	\$84.87	15J	3K	8X
Sewer & Water	Mix				
Power Equipment					
Operators- Underground	Roller, Plant Mix Or Multi-	\$88.78	15J	3K	8X
Sewer & Water	lift Materials				
Power Equipment					
Operators- Underground	Roto-mill, Roto-grinder	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Saws - Concrete	\$88.78	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Scraper, Self Propelled	\$89.47	15J	3K	8X
Sewer & Water	Under 45 Yards				
Power Equipment					
Operators- Underground	Scrapers - Concrete &	\$88.78	15J	3K	8X
Sewer & Water	Carry All				

Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$91.20	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$90.27	15J	3K	8X

Power Equipment					
Operators- Underground	Subgrader Trimmer	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Tower Bucket Elevators	\$88.78	15J	3K	8X
Sewer & Water					
Power Equipment	Tower Crane: over 175'				
Operators- Underground	through 250' in height,	\$93.95	7A	11H	8X
Sewer & Water	base to boom				
Power Equipment	Tower crane: up to 175' in				
Operators- Underground	height base to boom	\$92.98	7A	11H	8X
Sewer & Water					
Power Equipment	Tower Cranes: over 250' in				
Operators- Underground	height from base to boom.	\$94.85	7A	11H	8X
Sewer & Water					
Power Equipment	Transporters, All Track Or				
Operators- Underground	Truck Type	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Trenching Machines	\$88.78	15J	3K	8X
Sewer & Water					
Power Equipment	Truck Crane Oiler/Driver:				
Operators- Underground	100 tons and over	\$91.25	7A	11H	8X
Sewer & Water					
Power Equipment	Truck crane oiler/driver:				
Operators- Underground	under 100 tons	\$90.55	7A	11H	8X
Sewer & Water					

Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Welder	\$92.08	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$89.47	15J	3K	8X
Power Line Clearance Tree Trimbers	Journey Level In Charge	\$65.20	5A	4A	
Power Line Clearance Tree Trimbers	Spray Person	\$61.74	5A	4A	
Power Line Clearance Tree Trimbers	Tree Equipment Operator	\$65.00	5A	4A	
Power Line Clearance Tree Trimbers	Tree Trimmer	\$58.29	5A	4A	
Power Line Clearance Tree Trimbers	Tree Trimmer Groundperson	\$43.05	5A	4A	

Refrigeration & Air Conditioning Mechanics	Journey Level	\$100.71	5A	1G
Residential Brick Mason	Journey Level	\$27.02		1
Residential Carpenters	Journey Level	\$47.01		1
Residential Cement Masons	Journey Level	\$45.99		1
Residential Drywall Applicators	Journey Level	\$51.52	15J	4C
Residential Drywall Tapers	Journey Level	\$77.66	5P	1E
Residential Electricians	Journey Level	\$44.11		1
Residential Glaziers	Journey Level	\$56.50	7L	1H
Residential Insulation Applicators	Journey Level	\$78.96	15J	4C
Residential Laborers	Journey Level	\$33.97		1
Residential Marble Setters	Journey Level	\$29.29		1
Residential Painters	Journey Level	\$29.33		1
Residential Plumbers & Pipefitters	Journey Level	\$57.55	5A	1G
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$105.42	7F	1E
Residential Sheet Metal Workers	Journey Level	\$105.42	7F	1E

Residential Soft Floor Layers	Journey Level	\$62.66	7C	3J
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$57.51		1
Residential Stone Masons	Journey Level	\$29.29		1
Residential Terrazzo Workers	Journey Level	\$16.66		1
Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1
Residential Tile Setters	Journey Level	\$25.98		1
Roofers	Journey Level	\$67.45	5A	3H
Roofers	Using Irritable Bituminous Materials	\$70.45	5A	3H
Sheet Metal Workers	Journey Level (Field or Shop)	\$105.42	7F	1E
Shipbuilding & Ship Repair	New Construction Boilermaker	\$61.07	7X	4J
Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Crane Operator	\$44.29	7V	1
Shipbuilding & Ship Repair	New Construction Electrician	\$61.12	7X	4J

Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$96.42	15H	11C
Shipbuilding & Ship Repair	New Construction Laborer	\$60.73	7X	4J
Shipbuilding & Ship Repair	New Construction Machinist	\$60.93	7X	4J
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$44.29	7V	1
Shipbuilding & Ship Repair	New Construction Painter	\$60.93	7X	4J
Shipbuilding & Ship Repair	New Construction Pipefitter	\$61.21	7X	4J
Shipbuilding & Ship Repair	New Construction Rigger	\$61.07	7X	4J
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$60.94	7X	4J
Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$44.29	7V	1
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$61.07	7X	4J
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$61.07	7X	4J
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K

Shipbuilding & Ship Repair	Ship Repair Electrician	\$61.12	7X	4J
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$96.42	15H	11C
Shipbuilding & Ship Repair	Ship Repair Laborer	\$60.73	7X	4J
Shipbuilding & Ship Repair	Ship Repair Machinist	\$60.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K
Shipbuilding & Ship Repair	Ship Repair Painter	\$60.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$61.21	7X	4J
Shipbuilding & Ship Repair	Ship Repair Rigger	\$61.07	7X	4J
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$60.94	7X	4J
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K
Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		1
Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		1
Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		1
Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		1

Soft Floor Layers	Journey Level	\$63.29	15J	4C	
Solar Controls For Windows	Journey Level	\$16.66		1	
Sprinkler Fitters (Fire Protection)	Journey Level	\$103.19	5C	1X	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66		1	
Stone Masons	Journey Level	\$76.07	7E	1N	
Street And Parking Lot Sweeper Workers	Journey Level	\$21.69		1	
Surveyors	Assistant Construction Site Surveyor	\$90.55	7A	11H	8X
Surveyors	Chainman	\$86.60	7A	11H	8X
Surveyors	Construction Site Surveyor	\$92.08	7A	11H	8X
Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$86.60	7A	11H	8X
Surveyors	Ground Penetrating Radar	\$86.60	7A	11H	8X
Telecommunication Technicians	Journey Level	\$60.28	6Z	1B	
Telephone Line Construction - Outside	Cable Splicer	\$42.62	5A	2B	

Telephone Line Construction - Outside	Hole Digger/Ground Person	\$27.97	5A	2B
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$35.60	5A	2B
Telephone Line Construction - Outside	Telephone Lineperson	\$40.28	5A	2B
Terrazzo Workers	Journey Level	\$70.61	7E	1N
Tile Setters	Journey Level	\$68.61	7E	1N
Tile, Marble & Terrazzo Finishers	Finisher	\$59.44	7E	1N
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and	\$62.69	15L	1K

automatic control devices

(Group 2)

Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	\$95.41	15L	1K

Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	\$62.69	15L	1K	
Truck Drivers	Asphalt Mix Over 16 Yards	\$82.95	15J	11M	8L
Truck Drivers	Asphalt Mix To 16 Yards	\$82.11	15J	11M	8L
Truck Drivers	Dump Truck	\$82.11	15J	11M	8L
Truck Drivers	Dump Truck & Trailer	\$82.95	15J	11M	8L
Truck Drivers	Other Trucks	\$82.95	15J	11M	8L
Truck Drivers - Ready Mix	Transit Mix	\$82.95	15J	11M	8L
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.66		1	
Well Drillers & Irrigation Pump Installers	Oiler	\$16.66		1	
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		1	

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.

Overtime Codes Continued

1. 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.
- 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. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

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

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

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

Overtime Codes Continued

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

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

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

D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

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

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

11. 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.
- 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.

Overtime Codes Continued

11. 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.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- 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 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 a.m. to 6:00 p.m., 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 shifts 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-hour shifts.
- 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.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- 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.
- 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.

Benefit Code Key – Effective 8/31/2025 thru 3/3/2026

11. T. 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.
- U. 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.
- If, 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 a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

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).

Holiday Codes Continued

5. 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).

Holiday Codes Continued

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

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.

Holiday Codes Continued

7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. 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.
- O. 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, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

- 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.

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

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

Note Codes Continued

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

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

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

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

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

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

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

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- 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.

Benefit Code Key – Effective 8/31/2025 thru 3/3/2026

9. I. 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'.
- Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- 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.

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 Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL WAGE RATES

"General Decision Number: WA20250001 08/08/2025

Superseded General Decision Number: WA20240001

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)(1).

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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	01/03/2025
1	02/07/2025

2	03/21/2025
3	04/25/2025
4	05/30/2025
5	06/06/2025
6	06/27/2025
7	07/18/2025
8	08/08/2025

CARP0003-001 06/01/2021

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

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

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0030-017 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
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 PILEDRIVERS

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

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

Zone Pay:

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

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

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

Zone Pay:

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

CARP0059-002 06/01/2024

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.....	\$ 41.86	16.56

GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 47.41	16.61
GROUP 4.....	\$ 45.86	16.56
GROUP 5.....	\$ 105.46	16.56
GROUP 6.....	\$ 51.73	16.56
GROUP 7.....	\$ 52.73	16.56
GROUP 8.....	\$ 48.41	16.56
GROUP 9.....	\$ 55.73	16.56

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.

CARP0096-002 06/01/2025

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
MILLWRIGHT.....	\$ 55.39	22.38

CARP0770-004 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

PILEDRIVER, DRIVING,
 PULLING, CUTTING, PLACING
 COLLARS, SETTING, WELDING
 OR CRESOTE TREATED
 MATERIAL, ALL PILING.....\$ 49.58 19.01

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

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

 CARP1607-010 06/01/2025

CHELAN, DOUGLAS, GRANT, KLICKITAT, KITTITAS, OKANOGAN, and YAKIMA COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 59.99	25.43

ELEC0046-001 08/05/2024

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 80.94	31.06
ELECTRICIAN.....	\$ 73.58	30.84

* ELEC0048-003 01/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
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CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

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 01/01/2025

COWLITZ AND WAHIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

ELEC0073-001 07/01/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	18.03

ELEC0076-002 02/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 69.19	26.63
ELECTRICIAN.....	\$ 62.90	26.26

ELEC0112-005 06/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 63.00	27.87
ELECTRICIAN.....	\$ 60.00	27.78

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

ENGI0302-092 06/01/2025

KING AND SNOHOMISH COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 61.93	27.57
Group 1A.....	\$ 62.85	27.57
Group 1AA.....	\$ 63.75	27.57
Group 1AAA.....	\$ 64.66	27.57
Group 2.....	\$ 61.14	27.57
Group 3.....	\$ 60.46	27.57
Group 4.....	\$ 56.63	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300' of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250' in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175' through 250' in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175' in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150' of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagons; Scrapers, self-propelled: 45 yards and over;

Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

ENGI0302-093 06/01/2025

SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 61.47	27.57
Group 1A.....	\$ 62.39	27.57
Group 1AA.....	\$ 63.29	27.57

Group 1AAA.....	\$ 64.19	27.57
Group 2.....	\$ 60.69	27.57
Group 3.....	\$ 60.02	27.57
Group 4.....	\$ 56.19	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300' of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250' in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175' through 250' in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175' in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150' of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10

tons; Concrete Pump: Mounted on trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

 ENGI0302-094 06/01/2025

KITSAP COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 60.93	27.57
Group 1A.....	\$ 61.83	27.57
Group 1AA.....	\$ 62.73	27.57
Group 1AAA.....	\$ 63.62	27.57
Group 2.....	\$ 60.14	27.57
Group 3.....	\$ 59.49	27.57
Group 4.....	\$ 55.68	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300' of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250' in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175' through 250' in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175' in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Toppers & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Grader/Checker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

 ENGI0302-095 06/01/2025

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

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

Group 1.....	\$ 60.67	27.57
Group 1A.....	\$ 61.56	27.57
Group 1AA.....	\$ 62.47	27.57
Group 1AAA.....	\$ 63.35	27.57
Group 2.....	\$ 59.88	27.57
Group 3.....	\$ 59.23	27.57
Group 4.....	\$ 55.43	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300' of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250' in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175' through 250' in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175' in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150' of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets,

etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

ENGI0302-124 06/01/2024

ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, STEVENS,
WALLA WALLA, AND WHITMAN

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.91	22.45
GROUP 2.....	\$ 36.28	22.45
GROUP 3.....	\$ 36.99	22.45
GROUP 4.....	\$ 37.18	22.45
GROUP 5.....	\$ 37.37	22.45
GROUP 6.....	\$ 37.69	22.45
GROUP 7.....	\$ 38.01	22.45
GROUP 8.....	\$ 39.88	22.45

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 Operaoatr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

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

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

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

ENGI0302-125 06/01/2024

ADAMS, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, STEVENS, AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.91	22.45
GROUP 2.....	\$ 39.28	22.45
GROUP 3.....	\$ 39.99	22.45
GROUP 4.....	\$ 40.18	22.45
GROUP 5.....	\$ 40.37	22.45

GROUP 6.....	\$ 40.69	22.45
GROUP 7.....	\$ 40.01	22.45
GROUP 8.....	\$ 42.88	22.45

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; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

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

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

ENGI0612-001 06/01/2025

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.....	\$ 62.32	27.32
GROUP 1AA.....	\$ 63.22	27.32
GROUP 1AAA.....	\$ 64.11	27.32
GROUP 1.....	\$ 61.41	27.32
GROUP 2.....	\$ 60.63	27.32
GROUP 3.....	\$ 59.96	27.32
GROUP 4.....	\$ 56.15	27.32

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; Grader-checker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

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

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

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

ENGI0612-008 06/01/2025

LEWIS AND PACIFIC (PORTION LYING NORTH OF A PARALLEL LINE EXTENDING WEST FROM THE NORTHERN BOUNDARY OF WAHKAIAKUM COUNTY TO THE SEA) 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.....	\$ 61.22	27.32
GROUP 1AA.....	\$ 62.12	27.32
GROUP 1AAA.....	\$ 62.99	27.32
GROUP 1.....	\$ 60.32	27.32
GROUP 2.....	\$ 59.56	27.32
GROUP 3.....	\$ 58.89	27.32
GROUP 4.....	\$ 55.13	27.32

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

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

ENGI0612-012 06/01/2025

THURSTON 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
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POWER EQUIPMENT OPERATOR

GROUP 1A.....	\$ 61.81	27.32
GROUP 1AA.....	\$ 62.71	27.32
GROUP 1AAA.....	\$ 63.59	27.32
GROUP 1.....	\$ 60.91	27.32
GROUP 2.....	\$ 60.14	27.32
GROUP 3.....	\$ 59.46	27.32
GROUP 4.....	\$ 55.68	27.32

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 3 - Conveyors; Cranes through 19 tons with attachments;

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

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

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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 01/01/2025

CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 58.94	17.15
GROUP 1A.....	\$ 61.10	17.15

GROUP 1B.....	\$ 63.26	17.15
GROUP 2.....	\$ 57.03	17.15
GROUP 3.....	\$ 55.88	17.15
GROUP 4.....	\$ 52.55	17.15
GROUP 5.....	\$ 51.31	17.15
GROUP 6.....	\$ 48.09	17.15

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

(200') jib; Crane, Whirley ninety (90) ton and over;
Helicopter when used in erecting work

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip

Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

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

IRON0014-005 07/07/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 43.40	32.77

IRON0029-002 07/07/2025

CLARK, COWLITZ, KLIKITAT, PACIFIC, SKAMANIA, AND WAHKAIAKUM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 48.31	34.52

IRON0086-002 07/07/2025

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 43.40 32.77

IRON0086-004 07/07/2025

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

Rates Fringes

IRONWORKER.....\$ 57.94 34.52

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	15.70
GROUP 2.....	\$ 33.72	15.70
GROUP 3.....	\$ 34.03	15.70
GROUP 4.....	\$ 34.33	15.70
GROUP 5.....	\$ 34.64	15.70

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

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 Tailhoesman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation,

cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); 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	15.70

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

LABO0252-010 06/01/2022

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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).

LAB00292-008 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 gas 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, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
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Laborers:

ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

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

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

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

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

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

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers;

Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; 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 Scalars, 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

LAB00335-019 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, KLINKITAT, 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 04/01/2025

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 39.94	15.94
Spray and Sandblasting.....	\$ 39.94	15.94

All high work over 60 ft. = base rate + \$.75

PAIN0055-006 04/01/2025

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 39.94	15.94

* PLAS0072-004 06/01/2025

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.....	\$ 40.89	18.64

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

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 06/01/2024

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

	Rates	Fringes
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CEMENT MASON

CEMENT MASON.....	\$ 54.16	21.27
COMPOSITION, TROWEL		
MACHINE, GRINDER, POWER		
TOOLS, GUNNITE NOZZLE.....	\$ 54.66	21.27
TROWELING MACHINE OPERATOR		
ON COMPOSITION.....	\$ 54.66	21.27

PLAS0555-002 06/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
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CEMENT MASON

CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDE/HANGING SCAFFOLD..	\$ 48.05	20.31
CEMENT MASONS ON		
SUSPENDE, SWINGING AND/OR		
HANGING SCAFFOLD.....	\$ 47.09	20.31
CEMENT MASONS.....	\$ 46.13	20.31
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...	\$ 47.09	20.31

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 06/01/2024

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

	Rates	Fringes
--	-------	---------

Truck drivers:

ZONE 1		
GROUP 1.....	\$ 33.09	17.63
GROUP 2.....	\$ 33.24	17.63
GROUP 3.....	\$ 33.40	17.63
GROUP 4.....	\$ 33.72	17.63
GROUP 5.....	\$ 33.97	17.63
GROUP 6.....	\$ 34.18	17.63

GROUP 7.....\$ 34.42

17.63

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

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

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations

thereof: over 30 cu. yds. and including 50 cu. yds.
includes Articulated Dump Trucks; Fire Guard; Transit Mix
and Wet or Dry Mix Trucks, over 11 cu. yds. and including
15 cu. yds.; Water Wagon (rated capacity) over 10,000
gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and
bottom dumps, including Semi Trucks and Trains or
combinations thereof: over 50 cu. yds. and including 60 cu.
yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch
concrete Mix Trucks; Dump trucks, side, end and bottom
dumps, including Semi Trucks and Trains of combinations
thereof: over 60 cu. yds. and including 80 cu. yds., and
includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including
Semi Trucks and Trains or combinations thereof: over 80 cu.
yds. and including 100 cu. yds., includes Articulated Dump
Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2025

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:.....	\$ 55.43	27.52
GROUP 2:.....	\$ 54.59	27.52
GROUP 3:.....	\$ 51.78	27.52
GROUP 4:.....	\$ 46.81	27.52
GROUP 5:.....	\$ 54.98	27.52

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; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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

Rates

Fringes

Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams,

Chelan, Douglas, Ferry,
Grant, Kittitas, Lincoln,
Okanogan, Pen Oreille,
Spokane, Stevens, and Whitman
Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:

GROUP 1.....	\$ 36.83	20.93
GROUP 2.....	\$ 39.47	20.93
GROUP 3.....	\$ 39.58	20.93
GROUP 4.....	\$ 39.91	20.93
GROUP 5.....	\$ 40.02	20.93
GROUP 6.....	\$ 40.22	20.93
GROUP 7.....	\$ 40.56	20.93
GROUP 8.....	\$ 40.88	20.93

AREA 2:

GROUP 1.....	\$ 33.83	20.93
GROUP 2.....	\$ 36.47	20.93
GROUP 3.....	\$ 36.58	20.93
GROUP 4.....	\$ 36.91	20.93
GROUP 5.....	\$ 37.02	20.93
GROUP 6.....	\$ 37.22	20.93
GROUP 7.....	\$ 37.56	20.93
GROUP 8.....	\$ 37.88	20.93

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 oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

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

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

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

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

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

NOTE:

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION"

PART 6

APPENDIX

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS 48TH STREET EAST PRESERVATION

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: _____

Address: _____

Phone: _____

Contact Person: _____

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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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 dated, 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.

(Date)

(Signature)

(Print Name)

(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:

- ii. Gross dollar amount of contracts currently not completed:

- 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:

- iv. Number of superintendents on Bidder's staff:

B. Experience

- i. General character of work performed by firm:

- 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.

- iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 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: _____

#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: _____

APPENDIX B

STORMWATER POLLUTION PREVENTION PLAN

Construction Stormwater General Permit

Stormwater Pollution Prevention Plan (SWPPP)

for
48th Street E Preservation

Prepared for:
City of Edgewood

Permittee / Owner	Developer	Operator / Contractor
City of Edgewood	City of Edgewood	TBD

48th Street E from 122nd Ave E to Sumner Heights Dr 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
Tani Stafford, P.E.	Gray & Osborne, Inc.	206-284-0860

SWPPP Preparation Date
May 2025

Project Construction Dates

Activity / Phase	Start Date	End Date
TBD	July 2025	October 2025

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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: 48th Street E Preservation
Street/Location: 48th Street E from 122nd Ave E to Sumner Heights Dr E
City: Edgewood **State:** WA **Zip code:** 98372
Subdivision: N/A
Receiving waterbody: White River

1.1 Existing Conditions

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage: 3.94 ac
Disturbed acreage: 1.66 ac
Existing structures: 0 ac
Landscape: 2.28 ac
Topography:
Drainage patterns: Runoff drains generally east toward the east end of the project area via the City's roadside ditches and culverts.
Existing Vegetation: Non-native cleared area, shrubs, trees or lawn adjacent to the road along the project limits.
Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes): There are no critical areas, wetlands, streams, high erosion or steep slopes at the project site.

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: The White River is listed as Category 5 for temperature and Category 4A for bacteria, approximately 1 mile away from the project site. The project will not worsen these issues.

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):

Pavement preservation improvements will be constructed along 48th Street E.

Description of construction activities (example: site preparation, demolition, excavation):

Construction activities will include pavement removal, minor utility work, pavement reconstruction, pavement markings, minor tree removal and ditch lining. 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 3.94 acres, consisting of the right-of-way over a length of 1,900 feet. Runoff from the project site currently sheet flows along ditches to the east and then downslope to via ditched drainage and surface water ways to the White River. Flow enters the site from areas upslope to the north and the south, as the adjacent properties generally drain down toward the roadway.

Description of final stabilization (example: extent of revegetation, paving, landscaping):

The site will be primarily paved and gravel shoulders and vegetated ditches 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. The adjacent properties drain to the roadside ditch. 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 and ditch area, all of which is contained within City right-of-way, and most of which is already impervious.

List and describe BMPs: BMP C103 High Visibility 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 122nd Ave E, Monta Vista Dr E, 127th Ave E, Edgewood Dr E and Sumner Heights Dr 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 City of Edgewood collection and conveyance system that will collect runoff and convey it offsite to connect to the City's existing system at the east end of the site. A new conveyance system at the east end of the project will improve conveyance to 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 reconstruct the pavement. 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 the White River.

List and describe BMPs: BMP C120 Temporary and Permanent Seeding

BMP C235: Wattles

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 (ditches) 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. Ditches will be grubbed out and lined with jute mat. 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 6% 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 a few existing inlets at the west end of the project. All existing and 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 existing ditches within the site. All runoff is drained from the site through stabilized manmade conveyance consisting of catch basins, ditches and culverts, which discharge eventually to the White River 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 Special Condition S4 of the CSWGP. Sampling locations are indicated on the [Site Map](#). Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

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	Chuck Hendricksen, P.E.	253-302-0069
Non-Emergency Owner Contact	Chuck Hendricksen, P.E.	253-302-0069
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 the White River 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:

- CSWGP
- Permit Coverage Letter
- SWPPP
- Site Log Book

Permit documentation will be provided within 14 days of receipt of a written request from Ecology. A copy of the SWPPP or access to the SWPPP will be provided to the public when requested in writing in accordance with Special Condition S5.G.2.b of the CSWGP.

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 one (1) acre or larger; therefore, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there was no discharge during a given monitoring period the DMR will be submitted as required, reporting “No Discharge”. The DMR due date is fifteen (15) days following the end of each calendar month.

DMRs will be reported online through Ecology’s WQWebDMR System.

To sign up for WQWebDMR go to:

<http://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html>

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. City / 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

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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

BMP C235: Wattles

Purpose

Wattles are temporary erosion and sediment control barriers consisting of straw, compost, or other material that is wrapped in biodegradable tubular plastic or similar encasing material. They reduce the velocity and can spread the flow of rill and sheet runoff, and can capture and retain sediment. Wattles are typically 8-to 10-inches in diameter and 25-to 30-feet in length. Wattles are placed in shallow trenches and staked along the contour of disturbed or newly constructed slopes. See Figure 3.13 for typical construction details.

Conditions of Use

- Use wattles:
 - In disturbed areas that require immediate erosion protection
 - On exposed soils during the period of short construction delays, or over winter months
 - On slopes requiring stabilization until permanent vegetation can be established.
- The material used dictates the effectiveness period of the wattle. Typically, wattles are effective for one to two wet seasons.
- Prevent rilling beneath wattles by properly entrenching and abutting wattles together to prevent water from passing between them.

Design Criteria

- Install wattles perpendicular to the flow direction and parallel to the slope contour.
- Narrow trenches should be dug across the slope on contour to a depth of 3-to 5-inches on clay soils and soils with gradual slopes. On loose soils, steep slopes, and areas with high rainfall, the trenches should be dug to a depth of 5-to 7-inches, or one-half to two-thirds of the thickness of the wattle.
- Start building trenches and installing wattles from the base of the slope and work up. Spread excavated material evenly along the uphill slope and compacted using hand tamping or other methods.
- Construct trenches on contours at intervals of 10-to 25-feet apart depending on the steepness of the slope, soil type, and rainfall. The steeper the slope, the closer together the trenches.

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 annua</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

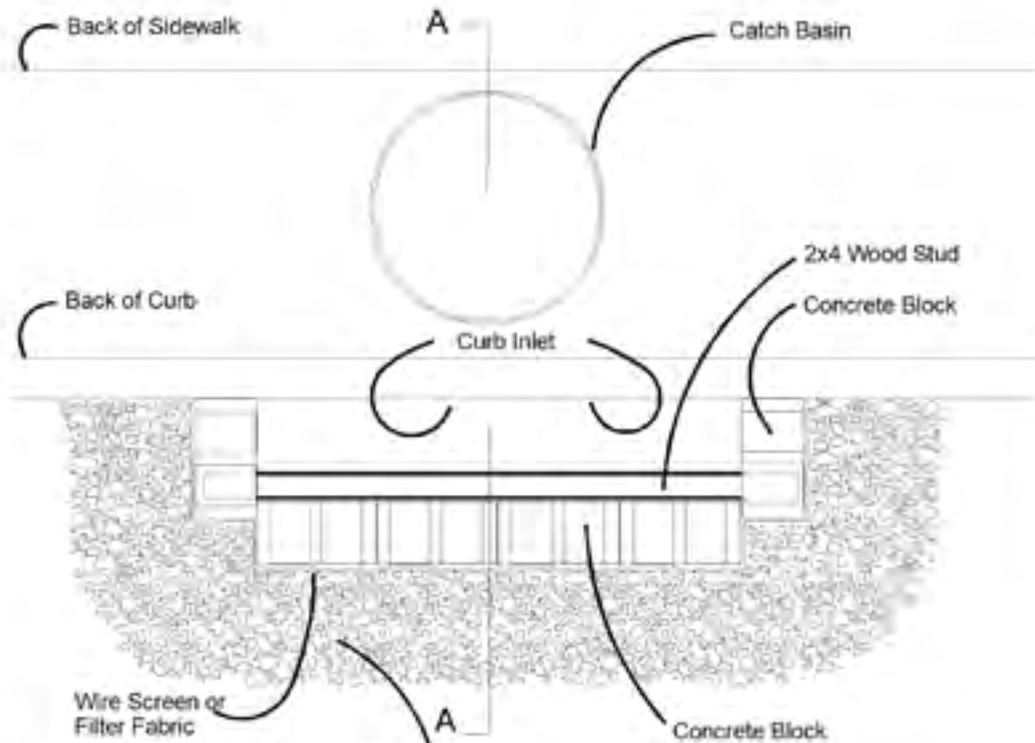
- **Excavated Drop Inlet Protection:** An excavated impoundment around the storm drain. Sediment settles out of the stormwater prior to entering the storm drain.
 - Provide a depth of 1-to 2-feet as measured from the crest of the inlet structure
 - Slope sides of excavation no steeper than 2H:1V
 - Minimum 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.

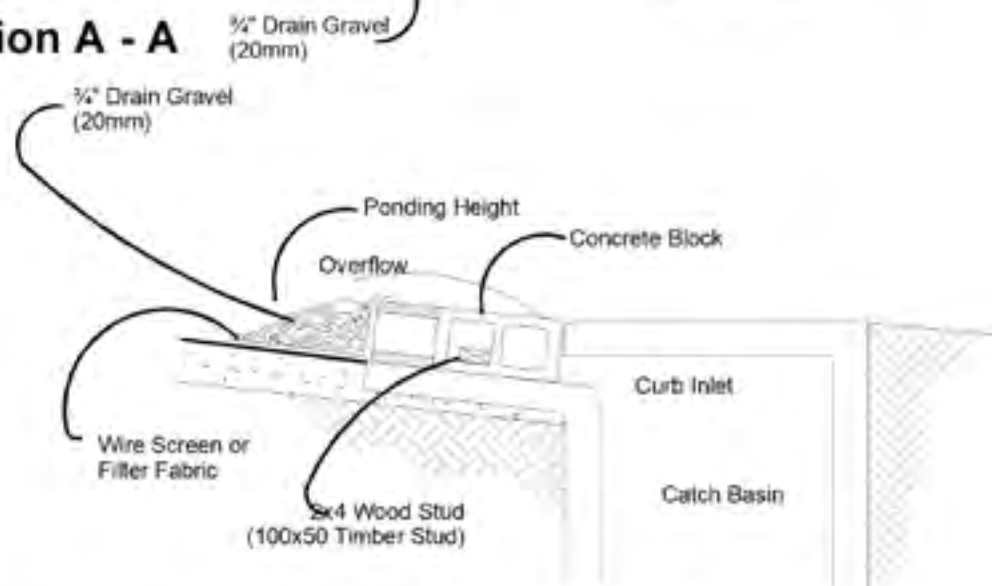
- **Catch Basin Filters:** Use inserts designed by manufacturers for construction sites. The limited sediment storage capacity increases the amount of inspection and maintenance required, which may be daily for heavy sediment loads. To reduce maintenance requirements, combine a catch basin filter with 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



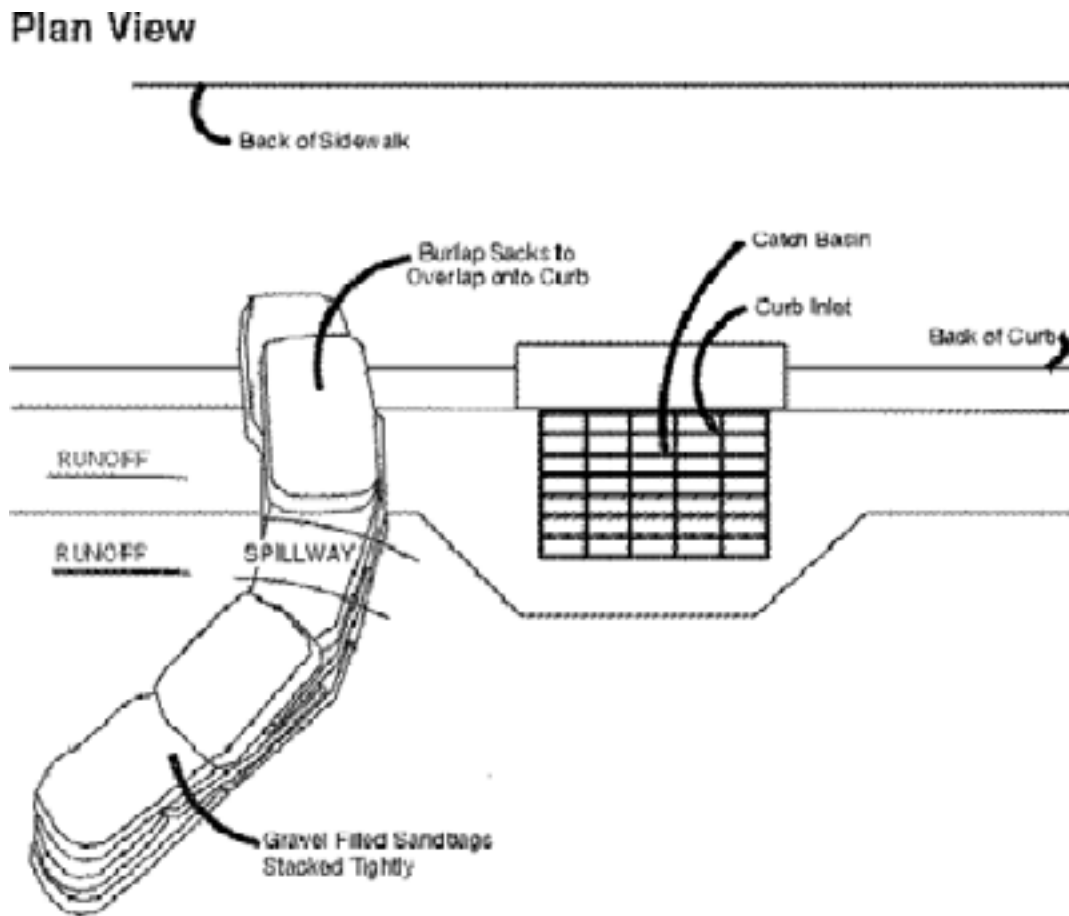
Section A - A



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.

B. BMP Detail

DRAFT

C. Correspondence

DRAFT

D. Site Inspection Form

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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									
Element 1: Mark Clearing Limits									
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

		Y	N		Y	N	NIP	

Element 4: Install Sediment Controls

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

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	

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	NIP	

BMP:							
Location	Inspected			Functioning			Problem/Corrective Action
		Y	N	Y	N	NIP	

Element 10: Control Dewatering

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 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
		Y	N		Y	N NIP	

		Y	N		Y	N	NIP	

Stormwater Discharges From the Site				
	Observed?		Problem/Corrective Action	
	Y	N		
Location				
Turbidity				
Discoloration				
Sheen				
Location				
Turbidity				

	Discoloration				
	Sheen				

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E. Construction Stormwater General Permit (CSWGP)

To be included in final SWPPP prepared by contractor

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APPENDIX C

INADVERTENT DISCOVERY OF ARCHEOLOGICAL OR HISTORICAL MATERIALS PLAN



INADVERTENT DISCOVERY PLAN PLAN AND PROCEDURES FOR THE DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

To request ADA accommodation, including materials in a format for the visually impaired, call Ecology at 360-407-6000 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with a speech disability may call TTY at 877-833-6341.

Site Name(s): 48th Street E Preservation

Location: 48th Street E (122nd Ave E to Sumner Heights Dr) City of Edgewood

Project Lead/Organization: City of Edgewood

County: Pierce

1. INTRODUCTION

The IDP outlines procedures to perform in the event of a discovery of archaeological materials or human remains, in accordance with applicable state and federal laws. An IDP is required, as part of Agency Terms and Conditions for all grants and loans, for any project that creates disturbance above or below the ground. An IDP is not a substitute for a formal cultural resource review (Executive 21-02 or Section 106).

Once completed, **the IDP shall always be kept at the project site** during all project activities. All staff, contractors, and volunteers shall be familiar with its contents and know where to find it.

2. CULTURAL RESOURCE DISCOVERIES

A cultural resource discovery could be prehistoric or historic artifacts. Examples include (see images for further examples):

- An accumulation of shell, burned rocks, or other food related materials.
- Bones, intact or in small pieces.
- An area of charcoal or very dark stained soil with artifacts.
- Stone tools or waste flakes (for example, an arrowhead or stone chips).
- Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings.
- Agricultural or logging materials that appear older than 50 years. These could include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, and many other items.
- Clusters of tin cans or bottles, or other debris that appear older than 50 years.
- Old munitions casings. **Always assume these are live and never touch or move.**
- Buried railroad tracks, decking, foundations, or other industrial materials.
- Remnants of homesteading. These could include bricks, nails, household items, toys, food containers, and other items associated with homes or farming sites.

The above list does not cover every possible cultural resource. When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

If any employee, contractor, or subcontractor believes that they have uncovered cultural resources or human remains at any point in the project, take the following steps to **Stop-Protect-Notify**. If you suspect that the discovery includes human remains, also follow Sections 5 and 6.

STEP A: Stop Work.

All work must stop immediately in the vicinity of the discovery.

STEP B: Protect the Discovery.

Leave the discovery and the surrounding area untouched and create a clear, identifiable, and wide boundary (30 feet or larger) with temporary fencing, flagging, stakes, or other clear markings. Provide protection and ensure integrity of the discovery until cleared by the Department of Archaeological and Historical Preservation (DAHP) or a licensed, professional archaeologist.

Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site. Do not allow work to resume within the boundary until the requirements of this IDP are met.

STEP C: Notify Project Archaeologist (if applicable).

If the project has an archaeologist, notify that person. If there is a monitoring plan in place, the archaeologist will follow the outlined procedure.

STEP D: Notify Project and Washington Department of Ecology (Ecology) contacts.

Project Lead Contacts

Primary Contact

Name: Chuck Hendricksen
Organization: City of Edgewood
Phone: 253 392-2560
Email: chuck@cityofedgewood.org

Alternate Contact

Name: Tani Stafford
Organization: Gray & Osborne Inc.
Phone: 206-284-0860
Email: tstafford@g-o.com

Ecology Contacts (completed by Ecology Project Manager)

Ecology Project Manager

Name: TBD
Program: SW Regional Office
Phone: 360-407-6300
Email:

Alternate or Cultural Resource Contact

Name:
Program:
Phone:
Email:

STEP E: Ecology will notify DAHP.

Once notified, the Ecology Cultural Resource Contact or the Ecology Project Manager

will contact DAHP to report and confirm the discovery. To avoid delay, the Project Lead/Organization will contact DAHP if they are not able to reach Ecology.

DAHP will provide the steps to assist with identification. DAHP, Ecology, and Tribal representatives may coordinate a site visit following any necessary safety protocols. DAHP may also inform the Project Lead/Organization and Ecology of additional steps to further protect the site.

Do not continue work until DAHP has issued an approval for work to proceed in the area of, or near, the discovery.

DAHP Contacts:

Name: Rob Whitlam
Title: WSDOT Archaeologist
Cell: 360 890-2615
Email: Rob.Whitlam@dahp.wa.gov
Main Office: 360-890-2615

Human Remains/Bones:

Name: Guy Tasa, PhD
Title: State Anthropologist
Cell: 360-790-1633 (24/7)
Email: Guy.Tasa@dahp.wa.gov

4. TRIBAL CONTACTS

In the event cultural resources are discovered, the following tribes will be contacted. See Section 10 for Additional Resources.

Tribe: Puyallup Indian Tribe
Name: Brandon Reynon
Title: Cultural Resources
Phone: 253 573-7986
Email: brandon.reynon@puyalluptribe-nsn.gov

Tribe:
Name:
Title:
Phone:
Email:

Tribe: Muckleshoot Indian Tribe
Name: Laura Murphy
Title: Archeologist
Phone: 253-876-3272
Email: laura.murphy@muckleshoot.nsn.us

Tribe:
Name:
Title:
Phone:
Email:

Please provide contact information for additional tribes within your project area, if needed, in Section 11.

5. FURTHER CONTACTS (if applicable)

If the discovery is confirmed by DAHP as a cultural or archaeological resource, or as human remains, and there is a partnering federal or state agency, Ecology or the Project Lead/Organization will ensure the partnering agency is immediately notified.

Federal Agency:

Agency: Olympic Region WSDOT Local Programs

Name: Trent de Boer
Title: WSDOT Archeologist

Phone: 360-705-7879

Email: trent.deboer@wsdot.wa.gov

State Agency:

Agency:

Name:

Title:

Phone:

Email:

6. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL REMAINS

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Follow the steps under **Stop-Protect-Notify**. For specific instructions on how to handle a human remains discovery, see: [RCW 68.50.645: Skeletal human remains—Duty to notify—Ground disturbing activities—Coroner determination—Definitions](#).

Suggestion: If you are unsure whether the discovery is human bone or not, contact Guy Tasa with DAHP, for identification and next steps. Do not pick up the discovery.

Guy Tasa, PhD State Physical Anthropologist

Guy.Tasa@dahp.wa.gov

(360) 790-1633 (Cell/Office)

For discoveries that are confirmed or suspected human remains, follow these steps:

1. Notify law enforcement and the Medical Examiner/Coroner using the contacts below. **Do not call 911** unless it is the only number available to you.

Enter contact information below (required):

- Local Medical Examiner or Coroner name and phone: King County Medical Examiner (206) 731-3232 ext. 4
 - Local Law Enforcement main name and phone: Bruce Matthews (Sheriff's Deputy) 425-333-4190
 - Local Non-Emergency phone number (911 if without a non-emergency number): 206-255-7585
2. The Medical Examiner/Coroner (with assistance of law enforcement personnel) will determine if the remains are human or if the discovery site constitutes a crime scene and will notify DAHP.
 3. **DO NOT speak with the media, allow photography or disturbance of the remains, or release any information about the discovery on social media.**
 4. If the remains are determined to be non-forensic, cover the remains with a tarp or other materials (not soil or rocks) for temporary protection and to shield them from being photographed by others or disturbed.

Further activities:

- Per [RCW 27.44.055](#), [RCW 68.50](#), and [RCW 68.60](#), DAHP will have jurisdiction over non-forensic human remains. Ecology staff will participate in consultation. The Project Lead/Organization may also participate in consultation.
- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in [RCW 27.44.055](#), [RCW 68.50](#), and [RCW 68.60](#).
- When consultation and documentation activities are complete, work in the discovery area may resume as described in Section 8.

If the project occurs on federal lands (such as a national forest or park or a military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) 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 Project Lead/Organization will comply with applicable state and federal laws, and the above protocol.

7. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological resources discovered during construction are protected by state law [RCW 27.53](#) and assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

The Project Lead/Organization must ensure that proper documentation and field assessments are made of all discovered cultural resources in cooperation with all parties: the federal agencies (if any), DAHP, Ecology, affected tribes, and the archaeologist.

An archaeologist will record all prehistoric and historic cultural material discovered during project construction on a standard DAHP archaeological site or isolate inventory form. They will photograph site overviews, features, and artifacts and prepare stratigraphic profiles and soil/sediment descriptions for minimal subsurface exposures. They will document discovery locations on scaled site plans and site location maps.

Cultural features, horizons, and artifacts detected in buried sediments may require the archaeologist to conduct further evaluation using hand-dug test units. They will excavate units in a controlled fashion to expose features, collect samples from undisturbed contexts, or to interpret complex stratigraphy. They may also use a test unit or trench excavation to determine if an intact occupation surface is present. They will only use test units when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. They will conduct excavations using standard archaeological techniques to precisely document the location of cultural deposits, artifacts, and features.

The archaeologist will record spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock for each unit on a standard form. They will complete test excavation unit level forms, which will include plan maps for each excavation level and artifact counts and material types, number, and vertical provenience (depth below surface and

stratum association where applicable) for all recovered artifacts. They will draw a stratigraphic profile for at least one wall of each test excavation unit.

The archaeologist will screen sediments excavated for purposes of cultural resources investigation through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.

The archaeologist will analyze, catalogue, and temporarily curate all prehistoric and historic artifacts collected from the surface and from probes and excavation units. The ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, Ecology, and the affected tribe(s).

Within 90 days of concluding fieldwork, the archaeologist will provide a technical report describing any and all monitoring and resultant archaeological excavations to the Project Lead/Organization, who will forward the report to Ecology, the federal agencies (if any), DAHP, and the affected tribe(s) for review and comment.

If assessment activities expose human remains (burials, isolated teeth, or bones), the archaeologist and Project Lead/Organization will follow the process described in **Section 6**.

8. PROCEEDING WITH WORK

The Project Lead/Organization shall work with the archaeologist, DAHP, and affected tribe(s) to determine the appropriate discovery boundary and where work can continue.

Work may continue at the discovery location only after the process outlined in this plan is followed and the Project Lead/Organization, DAHP, any affected tribe(s), Ecology, and the federal agencies (if any) determine that compliance with state and federal laws is complete.

9. ORGANIZATION RESPONSIBILITY

The Project Lead/Organization is responsible for ensuring:

- This IDP has complete and accurate information.
- This IDP is immediately available to all field staff at the site and available by request to any party.
- This IDP is implemented to address any discovery at the site.
- That all field staff, contractors, and volunteers are instructed on how to implement this IDP.

10. ADDITIONAL RESOURCES

Informative Video

Ecology recommends that all project staff, contractors, and volunteers view this informative video explaining the value of IDP protocol and what to do in the event of a discovery. The target audience is anyone working on the project who could unexpectedly find cultural resources or human remains while excavating or digging. The video is also posted on DAHP's inadvertent discovery language website.

[Ecology's IDP Video](https://www.youtube.com/watch?v=ioX-4cXfbDY) (<https://www.youtube.com/watch?v=ioX-4cXfbDY>)

Informational Resources

[DAHP](https://dahp.wa.gov) (<https://dahp.wa.gov>)

[Washington State Archeology \(DAHP 2003\)](https://dahp.wa.gov/sites/default/files/Field%20Guide%20to%20WA%20Arch_0.pdf)

(https://dahp.wa.gov/sites/default/files/Field%20Guide%20to%20WA%20Arch_0.pdf)

[Association of Washington Archaeologists](https://www.archaeologyinwashington.com) (<https://www.archaeologyinwashington.com>)

Potentially Interested Tribes

[Tribal Contacts: Interactive Map of Tribes by Area](https://dahp.wa.gov/archaeology/tribal-consultation-information)

(<https://dahp.wa.gov/archaeology/tribal-consultation-information>)

[Tribal Contacts - WSDOT Tribal Contact Website](https://wsdot.wa.gov/tribal/TribalContacts.htm)

(<https://wsdot.wa.gov/tribal/TribalContacts.htm>)

11. ADDITIONAL INFORMATION

Please add any additional contact information or other information needed within this IDP.

Implement the IDP if you see...

Chipped stone artifacts.

Examples are:

- Glass-like material.
- Angular material.
- “Unusual” material or shape for the area.
- Regularity of flaking.
- Variability of size.



Stone artifacts from Oregon.



Stone artifacts from Washington.



Biface-knife, scraper, or pre-form found in NE Washington. Thought to be a well knapped object of great antiquity. Courtesy of Methow Salmon Rec. Foundation.

Implement the IDP if you see...

Ground stone artifacts.

Examples are:

- Unusual or unnatural shapes or unusual stone.
- Striations or scratching.
- Etching, perforations, or pecking.
- Regularity in modifications.
- Variability of size, function, or complexity.



Above: Fishing Weight - credit [CRITFC Treaty Fishing Rights website](#).



Artifacts from unknown locations (left and right images).



Implement the IDP if you see...

Bone or shell artifacts, tools, or beads.

Examples are:

- Smooth or carved materials.
- Unusual shape.
- Pointed as if used as a tool.
- Wedge shaped like a “shoehorn”.
- Variability of size.
- Beads from shell (dentalium) or tusk.



Upper Left: *Bone Awls from Oregon.*

Upper Center: *Bone Wedge from California.*

Upper Right: *Plateau dentalium choker and bracelet, from [Nez Perce National Historical Park](#), 19th century, made using [Antalis pretiosa](#) shells*
Credit: Nez Perce - Nez Perce National Historical Park, NEPE 8762, [Public Domain](#).

Above: *Tooth Pendants.*

Right: *Bone Pendants. Both from Oregon and Washington.*



Implement the IDP if you see...

Culturally modified trees, fiber, or wood artifacts.

Examples are:

- Trees with bark stripped or peeled, carvings, axe cuts, de-limbing, wood removal, and other human modifications.
- Fiber or wood artifacts in a wet environment.
- Variability of size, function, and complexity.



Left and Below: Culturally modified tree and an old carving on an aspen (Courtesy of DAHP). These are examples of above ground cultural resources.

Right, Top to Bottom: Artifacts from Mud Bay, Olympia: Toy war club, two strand cedar rope, wet basketry.



Implement the IDP if you see...

Strange, different, or interesting looking dirt, rocks, or shells.

Human activities leave traces in the ground that may or may not have artifacts associated with them. Examples are:

- “Unusual” accumulations of rock (especially fire-cracked rock).
- “Unusual” shaped accumulations of rock (such as a shape similar to a fire ring).
- Charcoal or charcoal-stained soils, burnt-looking soils, or soil that has a “layer cake” appearance.
- Accumulations of shell, bones, or artifacts. Shells may be crushed.
- Look for the “unusual” or out of place (for example, rock piles in areas with otherwise few rocks).



Shell Midden pocket in modern fill discovered in sewer trench.



Underground oven. Courtesy of DAHP.

Shell Midden with fire cracked rock.



Hearth excavated near Hamilton, WA.

Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Agricultural or logging equipment. May include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, etc.
- Domestic items including square or wire nails, amethyst colored glass, or painted stoneware.



Left: Top to Bottom: Willow pattern serving bowl and slip joint pocket knife discovered during Seattle Smith Cove shantytown (45-KI-1200) excavation.

Right: Collections of historic artifacts discovered during excavations in eastern Washington cities.



Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Railway tokens, coins, and buttons.
- Spectacles, toys, clothing, and personal items.
- Items helping to understand a culture or identity.
- Food containers and dishware.



Main Image: Dishes, bottles, work boot found at the North Shore Japanese bath house (ofuro) site, Courtesy Bob Muckle, Archaeologist, Capilano University, B.C. This is an example of an above ground resource.



Right, from Top to Bottom:
Coins, token, spectacles and
Montgomery Ward pitchfork
toy discovered during
Seattle Smith Cove
shantytown (45-KI-1200)
excavation.



Implement the IDP if you see...

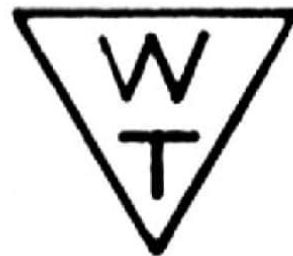
- Old munition casings – if you see ammunition of any type – ***always assume they are live and never touch or move!***
- Tin cans or glass bottles with an older manufacturer's technique – maker's mark, distinct colors such as turquoise, or an older method of opening the container.



Far Left: .303 British cartridge found by a WCC planting crew on Skagit River. ***Don't ever touch something like this!***

Left: Maker's mark on bottom of old bottle.

Right: Old beer can found in Oregon. ACME was owned by Olympia Brewery. Courtesy of Heather Simmons.



Logo employed by Whithall Tatum & Co. between 1924 to 1938 (Lockhart et al. 2016).



Can opening dates, courtesy of W.M. Schroeder.

Implement the IDP if you see...

Historic foundations or buried structures.

Examples are:

- Foundations.
- Railroad and trolley tracks.
- Remnants of structures.



Counter Clockwise, Left to Right: *Historic structure 45KI924, in WSDOT right of way for SR99 tunnel. Remnants of Smith Cove shantytown (45-KI-1200) discovered during Ecology CSO excavation, City of Spokane historic trolley tracks (above ground historic resources) uncovered during stormwater project, intact foundation of historic home that survived the Great Ellensburg Fire of July 4, 1889, uncovered beneath parking lot in Ellensburg.*

Implement the IDP if you see...

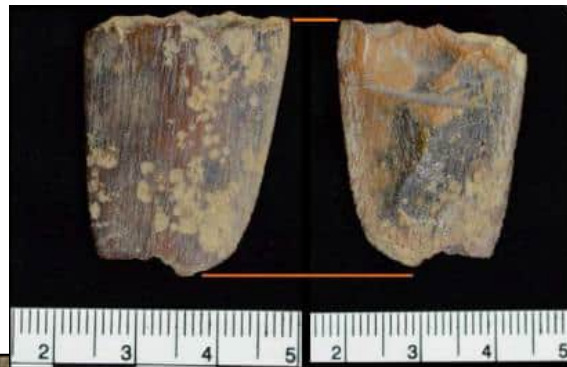
Potential human remains.

Examples are:

- Grave headstones that appear to be older than 50 years.
- Bones or bone tools--intact or in small pieces. It can be difficult to differentiate animal from human so they must be identified by an expert.
- These are all examples of animal bones and are not human.

Center: *Bone wedge tool, courtesy of Smith Cove Shantytown excavation (45KI1200).*

Other images (Top Right, Bottom Left, and Bottom) Center: Courtesy of DAHP.



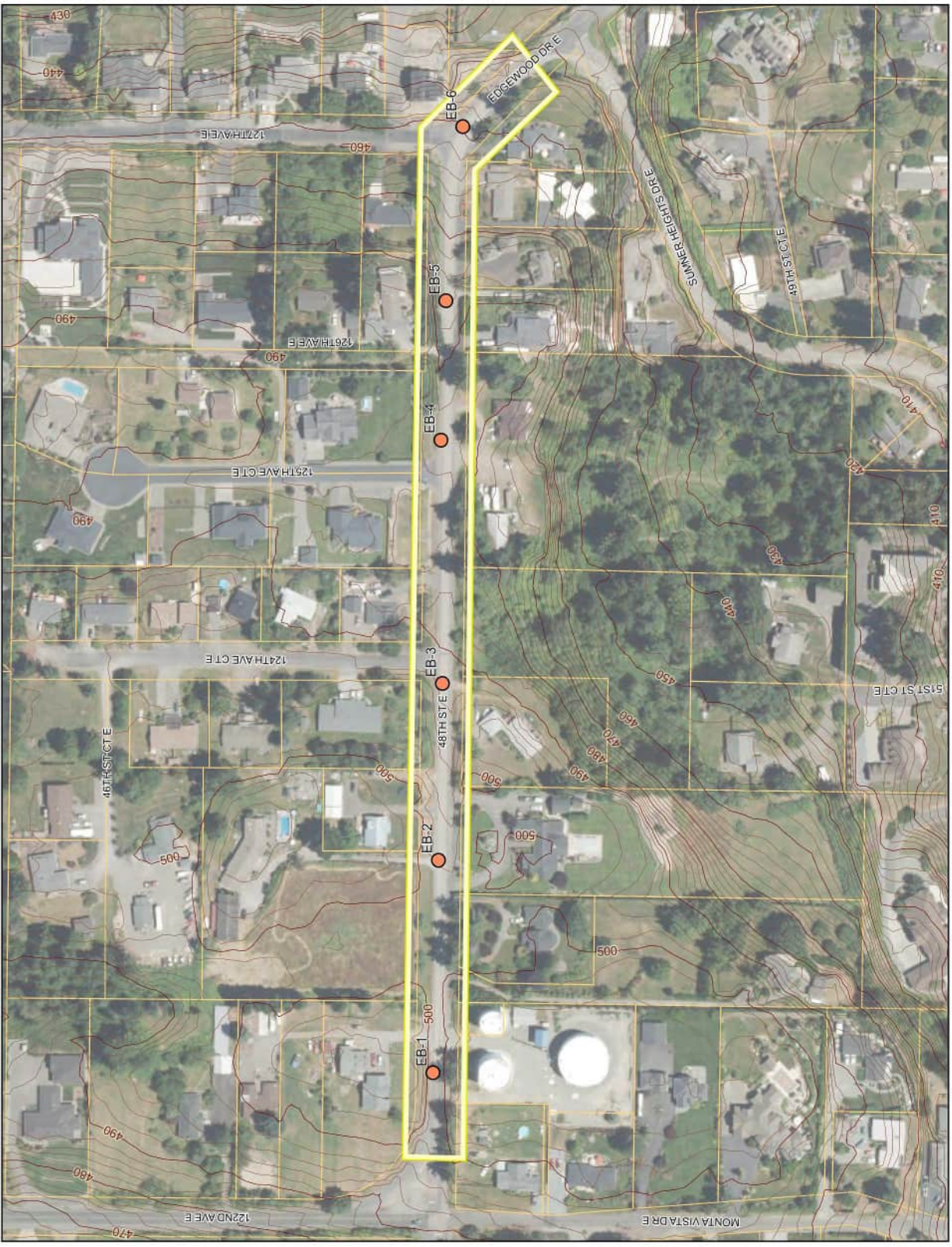
Directly Above: *This is a real discovery at an Ecology sewer project site.*

What would you do if you found these items at a site? Who would be the first person you would call?

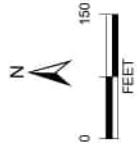
Hint: Read the plan!

APPENDIX D

SOIL LOGS



- LEGEND**
- SITE**
 - VACUUM ASSISTED BORING**
 - CONTOUR 10 FT**
 - CONTOUR 2 FT**
 - PARCEL**



DATA SOURCE REFERENCES:
 PARCELS: COUNTY RECORDS (2023), PARCELS (2023), AERIAL IMAGE (2020)
 WA DNR LIDAR: PIERCE 2020 ACQUIRED APRIL AND JUNE 2020, CELL SIZE 1'. CONTOURS DERIVED FROM LIDAR
 BLACK AND WHITE REPRESENTATION OF THIS DATA ORIGINALLY MAY REDUCE ITS EFFECTIVENESS AND LEAD TO INCORRECT INTERPRETATION. LOCATION AND DISTANCES SHOWN ARE APPROXIMATE.

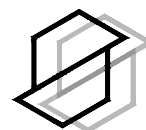


**EXISTING SITE AND
 EXPLORATION PLAN**
 48TH STREET EAST PAVEMENT REPLACEMENT
 EDGEWOOD, WASHINGTON

PROJECT NO.	DATE	FIGURE
20230305E001	2/24	2

Coarse-Grained Soils - More than 50% ⁽¹⁾ Retained on No. 200 Sieve				Terms Describing Relative Density and Consistency			
Gravels - More than 50% ⁽¹⁾ of Coarse Fraction Retained on No. 4 Sieve		≤5% Fines ⁽²⁾	GW	Coarse-Grained Soils	Density	SPT ⁽³⁾ blows/foot	Test Symbols G = Grain Size M = Moisture Content A = Atterberg Limits C = Chemical DD = Dry Density K = Permeability
			GP		Very Loose	0 to 4	
			GM		Loose	4 to 10	
			GC		Medium Dense	10 to 30	
				Dense	30 to 50		
				Very Dense	>50		
Sands - 50% ⁽¹⁾ or More of Coarse Fraction Passes No. 4 Sieve		≥12% Fines ⁽²⁾	SW	Fine-Grained Soils	Consistency	SPT ⁽³⁾ blows/foot	
			SP		Very Soft	0 to 2	
			SM		Soft	2 to 4	
			SC		Medium Stiff	4 to 8	
				Stiff	8 to 15		
				Very Stiff	15 to 30		
				Hard	>30		
Coarse-Grained Soils - More than 50% ⁽¹⁾ Retained on No. 200 Sieve				Component Definitions			
Sands - 50% ⁽¹⁾ or More of Coarse Fraction Passes No. 4 Sieve		≤5% Fines ⁽²⁾	SW	Descriptive Term		Size Range and Sieve Number	
			SP	Boulders		Larger than 12"	
			SM	Cobbles		3" to 12"	
			SC	Gravel		3" to No. 4 (4.75 mm)	
				Coarse Gravel		3" to 3/4"	
				Fine Gravel		3/4" to No. 4 (4.75 mm)	
				Sand		No. 4 (4.75 mm) to No. 200 (0.075 mm)	
				Coarse Sand		No. 4 (4.75 mm) to No. 10 (2.00 mm)	
				Medium Sand		No. 10 (2.00 mm) to No. 40 (0.425 mm)	
				Fine Sand		No. 40 (0.425 mm) to No. 200 (0.075 mm)	
				Silt and Clay		Smaller than No. 200 (0.075 mm)	
Fine-Grained Soils - 50% ⁽¹⁾ or More Passes No. 200 Sieve				(4) Estimated Percentage		Moisture Content	
Silts and Clays Liquid Limit Less than 50			ML	Component	Percentage by Weight	Dry - Absence of moisture, dusty, dry to the touch	
			CL <td>Trace</td> <td><5</td> <td colspan="2">Slightly Moist - Perceptible moisture</td>	Trace	<5	Slightly Moist - Perceptible moisture	
			OL <td>Some</td> <td>5 to <12</td> <td colspan="2">Moist - Damp but no visible water</td>	Some	5 to <12	Moist - Damp but no visible water	
				Modifier (silty, sandy, gravelly)	12 to <30	Very Moist - Water visible but not free draining	
				Very modifier (silty, sandy, gravelly)	30 to <50	Wet - Visible free water, usually from below water table	
Fine-Grained Soils - 50% ⁽¹⁾ or More Passes No. 200 Sieve				Symbols			
Silts and Clays Liquid Limit 50 or More			MH	Sampler Type and Description		Groundwater depth	
			CH <td colspan="2">Blows/6" or portion of 6"</td> <td colspan="2">ATD</td>	Blows/6" or portion of 6"		ATD	
			OH <td colspan="2">Split-Spoon Sampler (SPT)</td> <td colspan="2">At time of drilling</td>	Split-Spoon Sampler (SPT)		At time of drilling	
				California Sampler		Static water level (date)	
				Ring Sampler			
				Continuous Sampling			
				Grab Sample			
				Portion not recovered			
Highly Organic Soils				Classifications of soils in this report are based on visual field and/or laboratory observations, which include density/consistency, moisture condition, grain size, and plasticity estimates and should not be construed to imply field or laboratory testing unless presented herein. Visual-manual and/or laboratory classification methods of ASTM D-2487 and D-2488 were used as an identification guide for the Unified Soil Classification System.			
			PT				

- ⁽¹⁾ Percentage by dry weight
⁽²⁾ Combined USCS symbols used for fines between 5% and 12%
⁽³⁾ (SPT) Standard Penetration Test (ASTM D-1586)
⁽⁴⁾ In General Accordance with Standard Practice for Description and Identification of Soils (ASTM D-2488)



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Exploration Boring

EB-1

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

Groundwater Depth ATD (ft): 0.5

Total Depth (ft): 3.5

Ground Surface Elevation (ft): ≈500

Datum: NAVD 88

Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 6 inches of concrete; fractured; no base course; groundwater directly under roadway.	▼	41						
1					Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble (SM).								
2													
3													
4					Minor seepage at 0.5 feet. Vac rate slowed at 0.5 feet.								
5													
6													
7													

3/1/2024

20230305E001

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Exploration Boring

EB-2

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

▼ Groundwater Depth ATD (ft): 2.5

Total Depth (ft): 4.5

Ground Surface Elevation (ft): ≈500

Datum: NAVD 88

▼ Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot	Other Tests
0					Cement Concrete Pavement 6 inches of concrete; not fractured.			10 20 30 40 50+	
					Base Course 6 inches of crushed concrete.				
1	1	1			Fill Loose, moist, reddish brown to grayish brown, silty, fine SAND to fine sandy, SILT, some gravel; unsorted; contains broken concrete and other deleterious materials (SM-ML).		9		
2									
	2	2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble; unsorted (SM).	▼	49		
3									
4									
					Minor seepage at 2.5 feet. Vac rate slowed at 2.5 feet.				
5									
6									
7									

3/1/2024

20230305E001

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Exploration Boring

EB-3

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

Groundwater Depth ATD (ft): 1, 2.5

Total Depth (ft): 4.5

Ground Surface Elevation (ft): ≈490

Datum: NAVD 88

Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot	Other Tests
0					Cement Concrete Pavement 6 inches of concrete; fractured; groundwater perched under roadway.			10 20 30 40 50+	
					Base Course 6 inches of crushed concrete.				
1	1	1			Fill Loose, moist, reddish brown to grayish brown, silty, fine SAND to fine sandy, SILT, some gravel; unsorted; contains broken concrete and other deleterious materials (SM-ML).	▼	16		
2									
	2	2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble; unsorted (SM).	▼	40		
3									
4									
5					Minor seepage at 1 and 2.5 feet. Vac rate slowed at 2.5 feet.				
6									
7									

3/1/2024

20230305E001

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EB-4

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

▼ Groundwater Depth ATD (ft): 5.5

Total Depth (ft): 6

Ground Surface Elevation (ft): ≈480

Datum: NAVD 88

∇ Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 5 inches of crushed concrete roadway; fractured.								
					Base Course 7 inches of crushed concrete.								
1		1			Fill Loose, moist, reddish brown to brownish gray, silty, fine SAND to fine sandy, SILT, some gravel; contains broken concrete and other deleterious materials (SM-ML).		11						
2													
3													
4													
5													
		2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel; unsorted (SM).	▼	52						
6					Minor seepage at 5.5 feet. Vac rate slowed at 5.5 feet.								
7													

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EB-5

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

Groundwater Depth ATD (ft): Not encountered

Total Depth (ft): 3.5

Ground Surface Elevation (ft): ≈470

Datum: NAVD 88

Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 6 inches of concrete roadway; fractured.								
					Base Course 6 inches of crushed concrete.								
1		1			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble; unsorted (SM).		46						
2													
3													
4					No seepage. Vac rate slowed at 1 foot.								
5													
6													
7													

3/1/2024

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Exploration Boring

EB-6

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

Groundwater Depth ATD (ft): Not encountered

Total Depth (ft): 4.5

Ground Surface Elevation (ft): ≈460

Datum: NAVD 88

Groundwater Depth Post Drilling (ft) (Date): ()

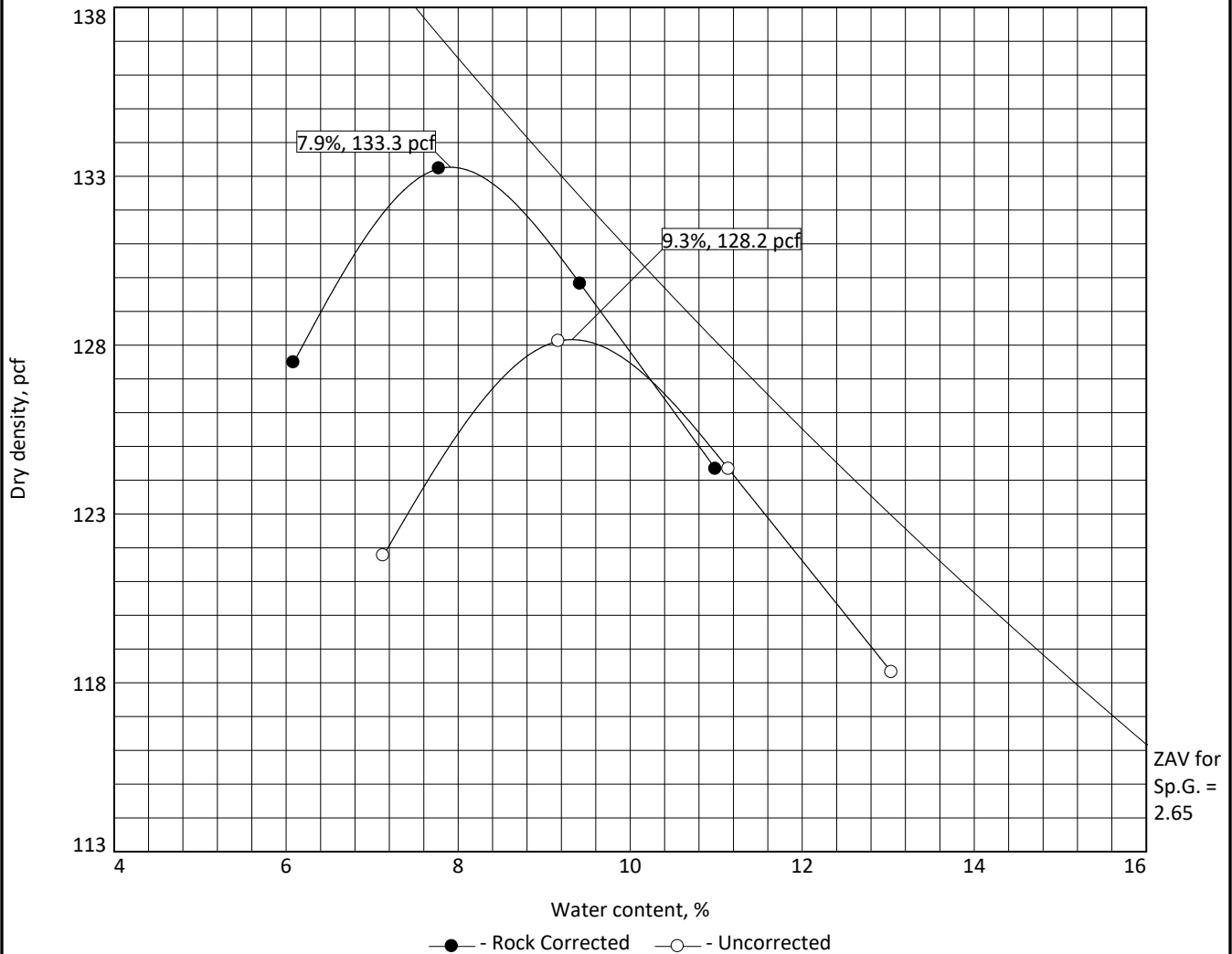
Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 6 inches of concrete; fractured; no base course.								
1		1			Fill Loose, moist, dark brown to reddish brown, fine sandy, SILT to silty, fine SAND, some gravel; trace organics; unsorted; light gray silt observed (ML-SM).		10						
2													
3													
4		2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel; unsorted (SM).		56						
5					No seepage. Vac rate slowed at 4 feet.								
6													
7													

3/1/2024

20230305E001

Associated Earth Sciences, Inc.

Moisture-Density Relationship Report



Test specification: ASTM D 1557-12 Method C Modified
ASTM D4718-15 Oversize Corr. Applied to Each Test Point

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/4 in.	% < No.200
	USCS	AASHTO						
0-5ft			13.0	2.65			17	

ROCK CORRECTED TEST RESULTS		UNCORRECTED	MATERIAL DESCRIPTION
Maximum dry density = 133.3 pcf		128.2 pcf	Light olive brown, silty SAND with gravel
Optimum moisture = 7.9 %		9.3 %	
Project No. 2012-038 T33000 Client: AES Project: MLT for AES- 48th St E Date: 1/30/24 Source of Sample: EB1-6 Sample Number: S-1			Remarks: Specific Gravity Assumed
 			

Figure 1

Figure 1

Tested By: TS Checked By: CM

CBR (California Bearing Ratio) OF LAB COMPACTED SOILS

(ASTM D 1883)

CLIENT: **AES**

PROJECT: **48th St E Pavement Rehab**

PROJECT NO: **2012-038 T3300**

Date Sampled: **1/25/2024**



HWA GEOSCIENCES INC.

SAMPLE ID: **S-1**

Sampled By: **Client**

Tested By: **TS**

Date Received: **1/30/2024**

Date Tested: **2/2/2024**

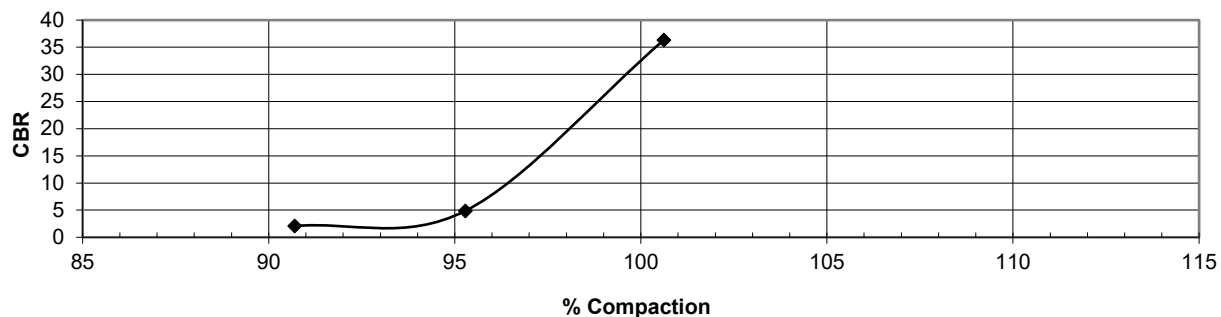
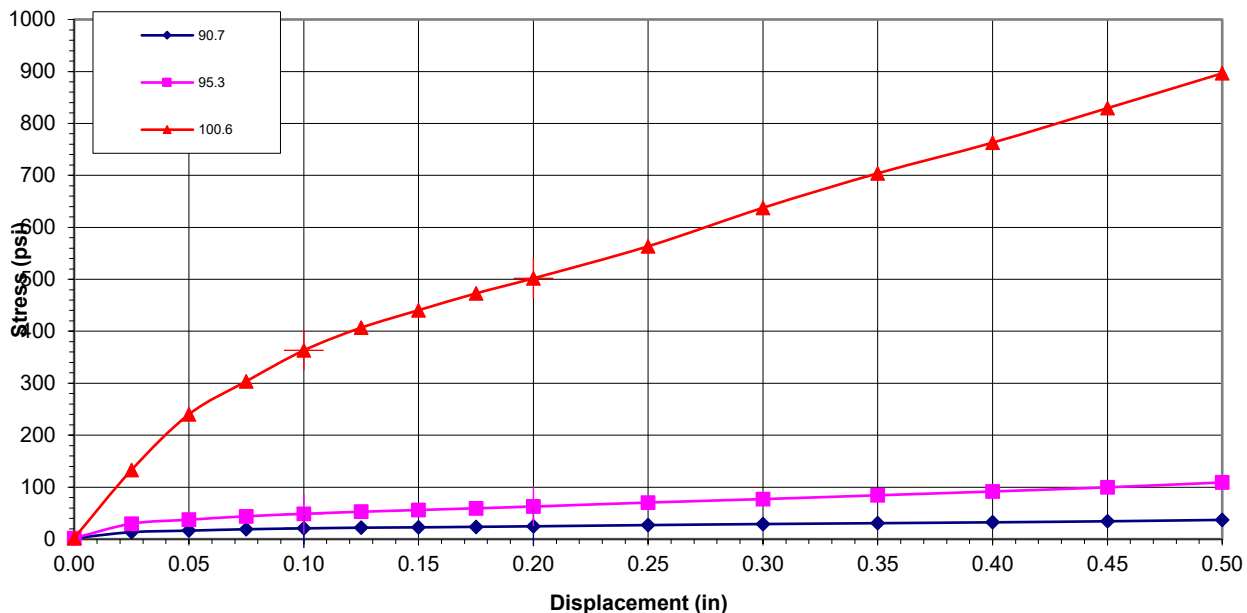
Material Description: **Light olive brown, silty SAND with gravel**

Sample Location: **EB1-6**

Compaction Standard: ☐ D698 ☒ D1557 Condition: ☒ Soaked for 96 hrs ☐ Unsoaked

Max. Dry Density: **128.2** pcf @ **9.3** % M.C. with **17** % scalped-off on the 3/4" sieve

	Trial 1	Trial 2	Trial 3
Dry Density (pcf)	116.3	122.2	129.0
Percent Compaction	90.7	95.3	100.6
Moisture before Compaction (%)	8.3	8.9	8.5
Moisture after Compaction (%)	8.3	8.9	8.5
Percent Swell (initial ht = 7")	0.1	0.2	0.0
Moisture, after Soaking (%)	14.1	12.9	10.5
Moisture, Top 1", after Soak (%)	13.6	13.2	11.6
Surcharge Weight (lbs)	10	10	10
CBR at 0.1" Penetration	2.1	4.9	36.3
CBR at 0.2" Penetration	1.6	4.2	33.5
CBR Value	2.1	4.9	36.3



REVIEWED BY: **CM**

FIGURE: **2**

CBR (California Bearing Ratio) OF LAB COMPACTED SOILS

(ASTM D 1883)

CLIENT: **AES**

PROJECT: **48th St E Pavement Rehab**

PROJECT NO: **2012-038 T3300**

Date Sampled: **1/25/2024**



HWA GEOSCIENCES INC.

SAMPLE ID: **S-1**

Sampled By: **Client**

Tested By: **TS**

Date Received: **1/30/2024**

Date Tested: **2/2/2024**

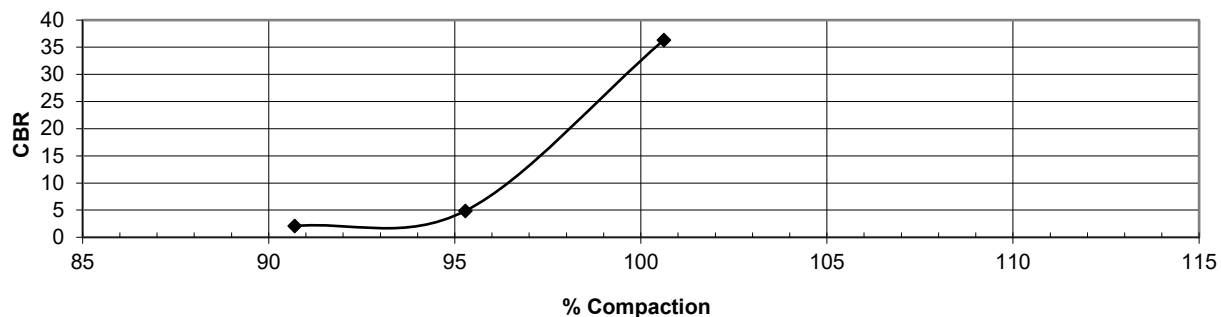
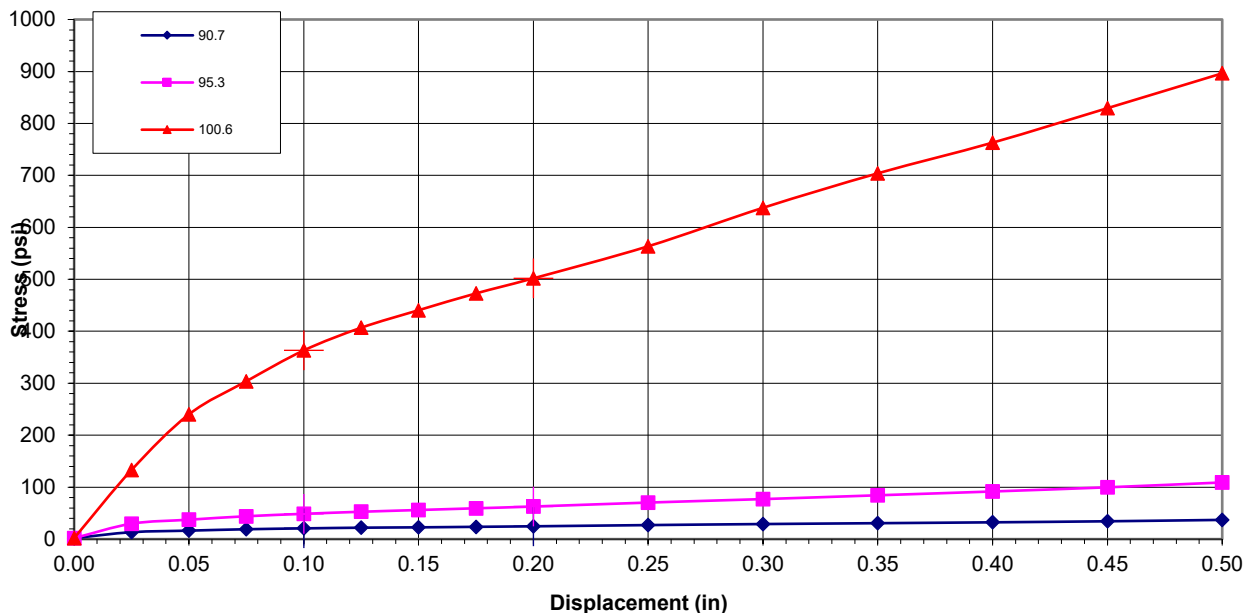
Material Description: **Light olive brown, silty SAND with gravel**

Sample Location: **EB1-6**

Compaction Standard: ☐ D698 ☒ D1557 Condition: ☒ Soaked for 96 hrs ☐ Unsoaked

Max. Dry Density: **128.2** pcf @ **9.3** % M.C. with **17** % scalped-off on the 3/4" sieve

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Moisture before Compaction (%)	8.3	8.9	8.5
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Percent Swell (initial ht = 7")	0.1	0.2	0.0
Moisture, after Soaking (%)	14.1	12.9	10.5
Moisture, Top 1", after Soak (%)	13.6	13.2	11.6
Surcharge Weight (lbs)	10	10	10
CBR at 0.1" Penetration	2.1	4.9	36.3
CBR at 0.2" Penetration	1.6	4.2	33.5
CBR Value	2.1	4.9	36.3



REVIEWED BY: **CM**

FIGURE: **2**

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-5)
- b. Certification for Federal Aid Contracts (Page P-6)
- c. Non-Collusion Declaration (Page P-7)
- d. Disadvantaged Business Enterprise Utilization Certification (Pages P-8 – P-10)
- e. DBE Written Confirmation Document (Page P-11)
- f. DBE Bid Item Breakdown Form (Page P-12 – P-13)
- g. DBE Trucking Credit Form (Page P-14 – P-15)
- h. Bidder Questionnaire (Page P-16)
- i. Certification of Compliance with Wage Payment Statutes (Page P-18)
- j. Proposal Signature Page (Page P-19)
- k. Delinquent State Taxes (Page P-20)
- l. Local Agency Proposal Bond (Page P-21)

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 C-1 - C-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance

48TH STREET EAST PRESERVATION

PROPOSAL

City of Edgewood
10440 Dom Calata Way 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**ADDENDUM 1**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Roadway Surveying (1-05.4)	1 LS	\$ <u>15,025.00</u>	\$ <u>15,025.00</u>
2.	SPCC Plan (1-07.15(1))	1 LS	\$ <u>285.00</u>	\$ <u>285.00</u>
3.	Mobilization (1-09.7)	1 LS	\$ <u>45,250.00</u>	\$ <u>45,250.00</u>
4.	Flaggers (1-10.5(2))	1,000 HR	\$ <u>89.50</u>	\$ <u>89,500.00</u>
5.	Other Traffic Control Labor (1-10.5(2))	100 HR	\$ <u>101.00</u>	\$ <u>10,100.00</u>
6.	Construction Signs Class A (1-10.5(2))	340 SF	\$ <u>1.15</u>	\$ <u>391.00</u>
7.	Other Temporary Traffic Control Devices (1-10.5(2))	1 LS	\$ <u>4,485.00</u>	\$ <u>4,485.00</u>
8.	Traffic Control Supervisor (1-10.5(2))	1 LS	\$ <u>26,700.00</u>	\$ <u>26,700.00</u>
9.	Portable Changeable Message Sign (1-10.5(2))	5,040 HR	\$ <u>0.85</u>	\$ <u>4,284.00</u>
10.	Work Zone Safety Contingency (1-10.5(2))	1 EST	\$8,500.00	\$8,500.00
11.	Roadway Excavation, Incl. Haul (2-03.5)	1,600 CY	\$ <u>62.00</u>	\$ <u>99,200.00</u>
12.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	150 CY	\$ <u>43.50</u>	\$ <u>6,525.00</u>
13.	Pothole (2-09.5)	7 EA	\$ <u>925.00</u>	\$ <u>6,475.00</u>
14.	Construction Geogrid for Separation (2-12.5)	6,300 SY	\$ <u>10.15</u>	\$ <u>63,945.00</u>
15.	Crushed Surfacing Base Course (4-04.5)	1,300 TN	\$ <u>44.85</u>	\$ <u>58,305.00</u>
16.	Crushed Surfacing Top Course (4-04.5)	200 TN	\$ <u>94.00</u>	\$ <u>18,800.00</u>
17.	Temporary HMA (5-04.5)	85 TN	\$ <u>87.00</u>	\$ <u>7,395.00</u>

P-2R

PROPOSAL – Continued**ADDENDUM 1**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	1,800 TN	\$ <u>102.00</u>	\$ <u>183,600.00</u>
19.	Job Mix Compliance Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
20.	Compaction Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
21.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ <u>14,360.00</u>	\$ <u>14,360.00</u>
22.	Raised Pavement Marker, Type 2 (8-09.5)	0.5 HD	\$ <u>676.85</u>	\$ <u>338.43</u>
23.	Monument Case and Cover (8-21.5)	3 EA	\$ <u>1,695.00</u>	\$ <u>5,085.00</u>
24.	Paint Line (8-22.5)	5,500 LF	\$ <u>0.60</u>	\$ <u>3,300.00</u>
25.	Plastic Stop Line (8-22.5)	20 LF	\$ <u>16.00</u>	\$ <u>320.00</u>
Subtotal:			\$ <u>472,168.43</u>	
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....			\$	0.00
TOTAL CONSTRUCTION COST:			\$ <u>472,168.43</u>	

Note: A bid must be received on all items.

STATEMENT OF BIDDER'S QUALIFICATIONSName of Firm: Miles Resources, LLCAddress: 400 Valley Ave NE Puyallup, WA 98372Telephone No. 253.383.3585 Fax No. 253.572.8648Contact Person for this Project: Joseph HarrisonE-mail: Joe.Harrison@milesresources.com

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

16 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
Roadway Excavation, Incl. Haul	\$99,200.00
Pothole	\$6,475.00
Geogrid	\$63,945.00
CSBC	\$58,305.00
CSTC	\$18,800.00
HMA	\$190,995.00
Erosion Control	\$14,360.00
Monuments	\$5,085.00

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 183,696-00;
Unified Business Identifier Number is 602 870 349;
Excise Tax Registration Number is 602 870 349; and
Employment Security Account Number is 000596637000.

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.

SR

DOT Form 272-040A EF
07/2011

P-6R

**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.



**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: **Miles Resources, LLC** 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: **48th Street East Preservation**

[illegible]

Disadvantaged Business Enterprise \$100,825.26 (15%) Total DBE Commitment Dollar Amount \$101,280.00

Condition of Award Contract Goal

Box 3

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

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P-8R

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

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

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

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

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal.

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee \%}) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

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

DOT Form 272-056
Revised 03/2018



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

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

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

Disadvantaged Business Enterprise 356,968.16

Total DBE Commitment Dollar Amount 1,295,250

Condition of Award Contract Goal Box 3

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



Washington State
Department of Transportation

**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

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

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

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

PART A: To be completed by the bidder

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

Contract Title: 48th Street East Preservation

Bidder's Business Name: Miles Resources, LLC

DBE's Business Name: TO BE SUBMITTED IN 48 HRS PER WSDOT
SPEC SECTION 1-02.9

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

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

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____



**Washington State
Department of Transportation**

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

1. Contract Number Federal Aid # STPGUL-3225(0001)		2. Contract Name 48th Street East Preservation	
3. Prime Contractor Miles Resources, LLC		4. Prime Contractor Representative Name Joseph Harrison	
5. Prime Contractor Representative Phone Number 253.383.3585		6. Prime Contractor Representative Email Joe.Harrison@milesresources.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)
TO BE SUBMITTED IN 48 HRS PER WSDOT SPEC SECTION 1-02.9							
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

DOT Form 272-054
Revised 09/2020



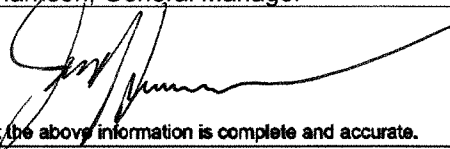
Disadvantaged Business Enterprise (DBE) Trucking Credit Form

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 # STPGUL-3225(0001)	Contract #	Project Name 48th Street East Preservation
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	
	N/A	

Use additional sheets as necessary.

Bidder Miles Resources, LLC		Name/Title (please print) Joseph Harrison, General Manager	
Phone 253.383.3585	Fax 253.572.8648	Signature 	
Address 400 Valley Ave NE Puyallup, WA 98372			
Email Joe.Harrison@milesresources.com		I certify that the above information is complete and accurate.	
		Date 09.10.2025	

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

DBE Firm Name <i>None used</i>		Name/Title (please print)	
Certification Number		Signature	
Phone	Fax		
Address			
Email		I certify that the above information is complete and accurate.	
		Date	

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

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

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

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

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

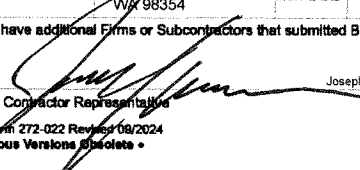
PROPOSAL - Continued



Bidder Questionnaire

Agency Name City of Edgewood						Federal Aid Number STPGUL-3225(0001)		
Prime Contractor Name Miles Resources, LLC						Contract Number		
Contract Name 48th Street East Preservation								
Firm/ Subcontractor Name	Address (Incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
ACF West Inc	2505 Frank Albert Rd. Fife, WA 98424	Non-DBE	White	Male	423390	Supplier of Erosion & Geosynthetic Materials	30+ Years	\$20-30.72 MM
Advanced Gov. Serv. Traffic Company (AGS)	8644 Pacific Ave Tacoma, WA 98444	Non-DBE	Asian - Pacific American	Female	561990	Traffic Control Service	21 Years	\$10-20 MM
Pavement Surface Control	8203 W Quinault Ave Blvd. A Suite 500, Kennewick, WA 99336	Non-DBE	White	Male	237310	Temporary / Permanent Striping	33 Years	\$20-30.72 MM
T&T Traffic Control LLC	11417 231st St Ave Ct E Buckley, WA 98321	DBE	Black American	Female	561990	Traffic Control	9 Years	\$1-3 MM
The Brothers Tree Service LLC	213 SW Verona Ct Port Orchard, WA 98376	DBE	Black American	Male	561730	Tree Removal Services	4.5 Years	Less Than \$1 MM
Specialized Pavement Marking	11095 SW Industrial Way Tualatin OR 97062	Non-DBE	White	Male	237310	Pavement Marking Remove Pavement	27 Years	Greater than \$30.72 MM
Northwest Linings & Geotextile Products Inc.	20824 77th Ave S Kent, WA 98032	Non-DBE	White	Male	237110	Supply	52 Years	Greater than \$30.72 MM
American Surveying & Environmental LLC	1495 NW Gilman Blvd. 14 Issaquah, WA 98027	Non-DBE	White	Male	541360	Construction Surveying	12 Years	\$1-3 MM
Highway Specialties	PO Box 9094 Brooks, OR 97035	Non-DBE	White	Male	532310	Traffic Control	32 Years	\$10-20 MM
Northwest Traffic Inc.	PO Box 1915 Milton WA 98354	Non-DBE	White	Female	237310	Pavement Marking & Signs	23 Years	\$6-10 MM

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.


 Joseph Harrison General Manager 09.10.2025
 Prime Contractor Representative Title Date
 DOT Form 272-022 Revised 06/2024
 • Previous Versions Obsolete •

P-16

PROPOSAL - Continued

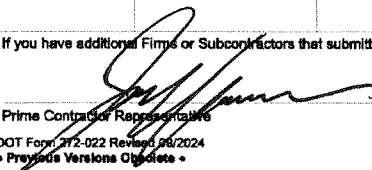


**Washington State
Department of Transportation**

Bidder Questionnaire

Agency Name City of Edgewood						Federal Aid Number STPGUL-3225(0001)		
Prime Contractor Name Miles Resources, LLC						Contract Number		
Contract Name 48th Street East Preservation								
Firm/ Subcontractor Name	Address (Incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
Northline Surveying	1580 Port Dr Burlington, WA 98233	Non-DBE	White	Male	5413701	Roadway Surveying	6 Years	\$1-2 MM
Woodland Industries	10715 66th Ave E Puyallup, WA 98373	Non-DBE	White	Male	561730	Clearing & Grubbing	29 Years	\$1-3 MM
KT Contracting Company Inc	PO Box 9180 Salem, OR 97305	Non-DBE	White	Female	237310	Signage	32 Years	\$3-6 MM

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.


Joseph Harrison
Prime Contractor Representative
DOT Form 312-022 Revised 06/2024
• Previous Versions Obsolete •

General Manager
Title

09.10.2025
Date

Form Instructions

The following information on each firm that submitted a bid is required as part of 49 CFR 26.11(c)(2):

Firm/Subcontractor Name: Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

Address: Enter the date the main address of the firm/subcontractor. Include the zip code.

DBE Status: Enter the DBE status. Options are *DBE* and *Non-DBE*.

Race: Enter the race of the majority Owner. Options are *"Black American"*, *"Hispanic American"*, *"Native American"*, *"Asian-Paci ic American"*, *"Subcontinent Asian American"*, and *"White"*. N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

Gender: Enter the gender of the majority Owner. Options are *"Female"* and *"Male"*. N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

NAICS Codes: Enter the appropriate NAICS Codes for the work the bid was submitted.

Scope of Work: Enter the scope of the work the bid was submitted for.

Firm Age: Enter the age of the Firm.

Firm Gross Receipts: Enter the annual gross receipts. Options are *"Less than \$1 million"*, *"\$1-\$3 million"*, *"\$3-\$6 million"*, *"\$6-\$10 million"*, *"\$10-\$20 million"*, *"\$20-\$30.72 million"*, *"Greater than \$30.72 million"*.

Prime Contractor Representative: The name of the person who filled out the form.

DOT Form 272-022 Revised 09/2024
• Previous Versions Obsolete •

P-17R

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: Miles Resources, LLC

Name of Contractor/Bidder - Print full legal entity name of firm

By:

Signature of authorized person

Joseph Harrison

Print Name of person making certifications for firm

Title:

General Manager

Title of person signing certificate

Place: Puyallup, WA

Print city and state where signed

Date: 09.10.2025

**Local Agency Proposal –
Signature Page**

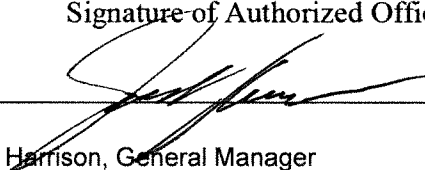
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contain herein.
A proposed guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices 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) 01, _____ & _____

Signature of Authorized Official(s)

Proposal Must Be Signed →



Joseph Harrison, General Manager

Firm Name Miles Resources, LLC

Address 400 Valley Ave NE

Puyallup, WA 98372

State of Washington Contractor's License No. MILESRL897RK

Federal ID No 27-0929518

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

P-19R

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
48TH STREET EAST PRESERVATION**

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.

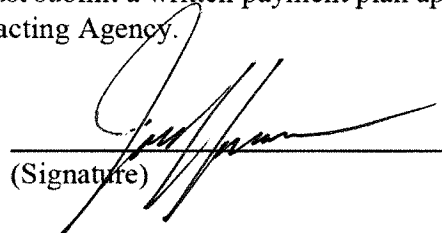
Instructions to Bidders: Check the appropriate box

- ☒ 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.

09.10.2025

(Date)



(Signature)

Joseph Harrison

(Print Name)

General Manager

(Title)

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we, Miles Resources, LLC

of Puyallup, Washington as principal, and the Liberty Mutual Insurance Company 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:

*Massachusetts

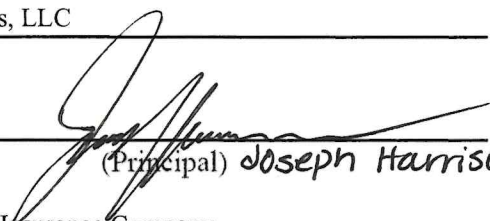
48TH STREET EAST PRESERVATION

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

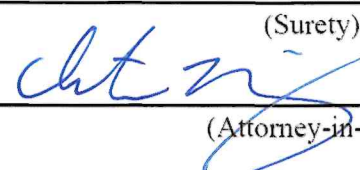
NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by City of Edgewood the within a period of twenty (20) days from and 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 10th day of September, 2025.

Miles Resources, LLC


(Principal) Joseph Harrison

Liberty Mutual Insurance Company

(Surety)

(Attorney-in-fact) Christopher Kinyon

DOT Form 272-001A EF
07/2011



POWER OF ATTORNEY

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

Certificate No: **8214128-023049**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James B. Binder; Charla M. Boadle; Amelia G. Burrill; Brandon K. Bush; Julie A. Craker; Carley Espiritu; Jacob T. Haddock; Brent E. Heilesen; Lindsey Elaine Jorgensen; Aliceon A. Keltner; Christopher Kinyon; Holli Lagerquist; Michael Mansfield; Jamie L. Marques; Kari Michelle Motley; Justin Dean Price; Annelies M. Richie; Tamara A. Ringeisen; Travis J. Robles; Donald Percell Shanklin, Jr.; Edward Sims; Katharine J. Snider; Lois F. Weathers; Sarah Whitaker; Eric A. Zimmerman

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of June, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AUTHORIZATION TO ACT ON BEHALF OF
MILES RESOURCES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

WHEREAS, Miles Resources, LLC (the "Company") is a Washington limited liability company organized for purposes of (among other things) managing and operating business assets used in connection with the Company's construction, paving and related activities;

WHEREAS, all authority to operate the business and affairs of the Company is vested in one or more managers, and the managers of the company are Walt Miles, Lisa Kittilsby, and Tim Kittilsby (hereinafter the "Managers");

WHEREAS, the Managers of the company intend to delegate certain authority relating to the day-to-day operations of the company to the individuals identified below;

NOW THEREFORE, be it resolved as follows:

RESOLVED, that the Managers hereby delegate a portion of their authority to the "Operations Managers: of the Company named below;

RESOLVED, that each of the Operations Managers, acting individually, shall have the power and authority to manage the day-to-day business of the company. Without limiting the generality of the foregoing, the Operations Managers shall have the power and authority to negotiate and enter into contracts on behalf of the Company, sign documents relating to such contracts, and to engage in any other acts related to the Company's day-to-day operations;

For the purpose of execution of the Authorization, a facsimile or electronically scanned signature shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement.

SIGNED and EFFECTIVE this 1st day of June, 2023

MILES RESOURCES, LLC



By: Walt Miles
Its: Manager and Member



By: Lisa Kittilsby
Its: Manager and Member



By: Tim Kittilsby
Its: Manager

OPERATIONS MANAGERS



Joseph Harrison
General Manager



Cheryl Ratfield
Controller/Operations Manager

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

MILES RESOURCES LLC
400 VALLEY AVE NE
PUYALLUP WA 98372

251

MILES RESOURCES LLC

Reg: CC MILESRL897RK
UBI: 602-870-349

Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL

Effective Date: 12/12/2011
Expiration Date: 12/12/2025

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's): Gray & Osborne, Inc.		
Address 1130 Rainier Ave S, Suite 300, Seattle, WA 98144	Federal Aid Number STBGUL-3225(001)	
UBI Number 600-087-932	Federal TIN 91-0890718	
Execution Date	Completion Date 12/31/2026	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☒ Yes ☐ No	
Project Title 48th Street East Preservation		
Description of Work Construction Management for the following: Replace the existing concrete and asphalt surfaces.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: 95,500.00

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Edgewood, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name:	Mr. Chuck Hendricksen	Name:	Mike Johnson, PE
Agency:	City of Edgewood	Agency:	Gray & Osborne, Inc.
Address:	10440 Dom Calata Way East	Address:	1130 Rainier Ave S, Suite 300
City:	Edgewood	City:	Seattle
State:	WA	State:	WA
Zip:	98372	Zip:	98144
Email:	chuck@cityofedgewood.org	Email:	mjohnson@g-o.com
Phone:	(253) 302-0069	Phone:	206-284-0860
Facsimile:	(253) 952-3537	Facsimile:	206-283-3206

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Chuck Hendricksen, PE
Agency: City of Edgewood
Address: 10440 Dom Calata Way East
City: Edgewood State: WA Zip: 98372
Email: chuck@cityofedgewood.org
Phone: (253) 302-0069
Facsimile: (253) 952-3537

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

See Exhibit A

EXHIBIT A

SCOPE OF WORK

CITY OF EDGEWOOD 48TH STREET EAST PRESERVATION CONSTRUCTION MANAGEMENT

Gray and Osborne (Consultant) shall provide construction management services to the City of Edgewood (Agency) for the 48th Street East Preservation (122nd Avenue East to Sumner Heights Drive East).

CONSTRUCTION MANAGEMENT SERVICES

It is the intent of this scope to provide sufficient services for the duration of the contract (60 working days). The Consultant will provide the following tasks:

- | <u>Task No.</u> | <u>Task</u> |
|-----------------|---|
| 1. | Project Management – Construction Management |
| a. | Provide overall project management to include resource allocation management, client contact, and coordination with various project stakeholders including, but not limited to, Agency, Contractor, WSDOT Local Programs, during the construction phase of project. Coordinate with Agency through emails, virtual meetings and in-person meetings. |
| b. | Manage consultant team, comprised of Consultant's staff and testing service. Organize and layout work for Consultant Team. |
| c. | Review monthly expenditures and Consultant Team scope activities. Prepare and submit to the Agency monthly Agency-Provided Progress Reports to be included in invoicing. |
| d. | Prepare and submit reporting required by funding source(s). The Consultant will submit monthly reports on the State's Diversity Management and Compliance System (DMCS). |

Deliverables:

- Monthly invoice and Agency-Provided Progress Report spreadsheet(s) (one hard copy to be mailed to the Agency each month).

- Prepare meeting agendas and meeting notes. Agenda will be submitted to Agency two days before meeting and meeting notes will be submitted two days after meeting.

2. Preconstruction Services

- a. Prepare a Record of Materials (ROM) and a Non Materials Submittal List from the Contract Documents.
- b. Organize and lead the preconstruction conference (prepare and distribute notices, prepare agenda, send out invitations, conduct meeting, and prepare/distribute meeting minutes).
- c. Review Contractor's schedule, and provide comments to the Contractor and Agency.

Deliverables:

- Non Material Submittal list and ROM. Deliver to the Agency within 2 weeks from the bid opening date.
- Preconstruction Conference notice, agenda, minutes, and Contractor's schedule comments. Deliver to Agency the notice and agenda at least 2 days before the preconstruction conference meeting and deliver the minutes and schedule comments no later than 2 days after the preconstruction conference meeting.

3. Contract Administration

- a. Interpret Contract Documents.
- b. Review contractor's schedules for compliance with Contract Documents. Monitor contractor's conformance to schedule and require revised schedules when needed. Advise Agency of any schedule changes.
- c. Monitor and track contractor's notification to the public relative to construction activities and the occupants of property fronting the construction for compliance with Contract Documents. Provide updates to Agency in weekly meetings.
- d. Manage and track submittal process. Provide review for submittal/Request of Material (RAM)/Qualified Product List (QPL)/Certificate of Material Origin (CMO) and other required documentation from funding sources. Update and manage the

Record of Materials (ROM) with submittal information and highlight any known deficiencies. Update Non Material Submittal list and log. Provide updates to Agency in weekly meetings.

- e. Evaluate Contractor's Schedule of Values for lump sum items. Review Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
- f. Track, review, and evaluate Request for Information (RFI) from Contractor. Manage responses to RFIs.
- g. Review and track subcontractor's Request to Sublets and Federal-Aid Project Certifications. Collect, record, and check Contractor's and subcontractor's weekly certified payrolls; review and track statements of intent to pay prevailing wages; conduct wage rate interviews, submit FHWA 1391 and FHWA 1392 forms to Agency, and monitor prevailing wage, and collect Affidavits of Wages Paid at project end for compliance.
- h. DBE Tracking: monitor, via the State's DMCS, and confirm Contractor and DBE subcontractors meet Contract requirements, and conduct DBE on-site review surveys. Notify Agency if Contractor is at risk of not achieving the Condition of Award DBE goal.
- i. Review Daily Inspector's reports (IDR) and check Field Note Records per Agency and WSDOT requirements as well as verify proper signatures are obtained.
- j. Collect Contractor's Traffic Control Supervisor (TCS) certificate prior to TCS working on job site. Review and collect Contractor's daily traffic control diary as prepared per WSDOT requirements.
- k. Prepare monthly progress (pay) payment forms and review with Contractor and Agency. Prepare and review field note records as prepared for quantities paid each month and signatures are obtained from the Inspector and the Contractor. Review payment requests by Contractor and recommend approval, as appropriate.
- l. Lead weekly, in-office or virtual construction meetings with the Contractor, Agency's representative, inspector, various regulatory or funding personnel, utility companies, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: the contract identifies a 60-work day period

for physical completion which equates to 12 weeks, or approximately 12 weekly meetings/site visits by the Project Manager. Prepare weekly meeting agenda and meeting notes. Track outstanding issues on weekly basis. Provide the Agency with brief weekly construction progress reports, highlighting process and advising of issues which are likely to impact cost, schedule, or quality/scope.

- m. Spend up to 8 hours preparing change orders. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Estimate and/or record quality measurements of material, equipment and manpower for determining costs for change orders. Facilitate resolution and represent the Agency's interest in negotiation of change order with the Contractor. Coordinate with WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders and change order documentation in accordance with the LAG Manual. Track force account records and verify appropriate signatures are obtained. Prepare change orders for execution by the Agency and Contractor subject to approval of the Agency and WSDOT.
- n. Material Testing – Review material testing results and arrange for additional testing as needed. Inform Agency and Contractor of failing tests and deficiencies. Hard copy of test reports will be delivered to the Agency at the end of project.
- o. Assist Agency in the investigation of malfunctions or failures during construction.
- p. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized by date. Photographs will be submitted via email or USB.
- q. Conduct punch list walk through and provide punch list to Contractor. Coordinate final inspection with agencies.
- r. Document control – establish and maintain document filing and tracking systems, following Agency guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project. One hard copy of files including records from hard copy originals and electronic records will be kept in the office. Electronic documentation will be stored by consultant and electronic records of files will be submitted to Agency via email or Consultant's FTP if exceed maximum file limits.

Deliverables:

- Weekly construction progress reports.
- Schedule review comments.
- Meeting agenda and notes. Agenda will be submitted to Agency at least 2 days before meeting and notes will be submitted to Agency within 2 days after meeting.
- DBE reviews. Deliver to Agency 2 days upon completion.
- ROM log and supporting documentation. RFI log with review and comments and supporting documentation.
- Request to Sublets, Federal-Aid Project Certifications, Statement of Intent, wage rate interviews, checked weekly certified payrolls, DBE onsite survey, TCS certificates, affidavits of wage paid at project end, monthly progress payment forms, digital photos.
- Force Account Records, including review of labor and equipment rates and proper signatures are obtained.
- Change order(s) and supporting documentation.
- Monthly progress payment forms, signed field note records and supporting documentation.

4. Field Inspection

- a. On-site day-to-day observation services for a total of 20 hours a week by 12 working days to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site.
- b. Prepare and submit Inspector's Daily Report, recording the contractor's operations as actually observed by the Consultant, including quantities of work place that day, contractor's equipment and crew, other pertinent information, and supporting project photos. The number of photos taken for the work in the IDRs shall

not be limited by Consultant. IDRs will be submitted on a daily basis to the Agency.

- c. Prepare Weekly Statement of Working Days Reports.
 - d. Prepare and submit, Weekly Quantity Reports, and Daily Report of Force Account Worked (signed by Inspector and Contractor), wage rate interviews, DBE on-site reviews, and other pertinent documentation per funding requirements. Send consultant information and data needed to prepare field note records.
 - e. Monitor, collect, and document all TCS reports. Monitor certified TCS onsite.
 - f. Establish communication with adjacent property owners and utility companies. Respond to questions from various stakeholders during the course of the project, particularly those visiting the construction site.
 - g. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized by date and include location.
 - h. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor.
 - i. At substantial completion, coordinate with the Agency and prepare a punch list of items to be completed or corrected.
 - j. Coordinate final walk-thru of the project with the Agency, WSDOT Local Programs, Contractor, and Project Manager prior to recommending project acceptance.
 - k. Coordinate material and compaction testing.
5. Material Testing (Krazen & Associates, Inc.)

Krazen & Associates, Inc. will perform material and compaction testing services for the project including the following:

Soil Compaction Testing – The inspector will periodically observe and monitor placement and compaction of all structural fills during mass grading of site/in building pad/pavement areas and in utility trenches. In-place soil densities and moisture contents

will be measured using a nuclear densometer to check for compliance with the compaction specifications. Representative samples of the fill soils will be collected for laboratory testing. Samples of on-site and import fill soils will be tested in accordance with ASTM D1557 (Modified Proctor) to determine the maximum compacted unit weight and optimum soil moisture content for use in compaction testing. Additional testing of the soils samples to confirm compliance with the required physical properties may include: Sieve Analysis (coarse and fine); Atterberg Limits; Hydrometer; Sand Equivalent; CBR; Organic Content. Specific tests that are anticipated to be performed are listed in the Budget Estimate.

Asphalt Compaction Testing – The inspector will continuously witness placement of hot mixed asphaltic concrete to verify adherence to project specifications for each type of asphalt used. The inspector will record ambient and asphalt temperature and results of in place compaction testing using a nuclear densometer. Samples of the asphaltic concrete will be taken every 400 tons of asphalt placed or at least one sample per day for laboratory testing. Laboratory testing will include maximum theoretical density (rice value) and extraction/gradation. Additional laboratory services are available upon request. If request, three cores will be taken after final pavement for pavement thickness evaluation.

Report Preparation – Krazan will process both field and laboratory data. A copy of each report will be emailed on a weekly basis, as a minimum. As required by the ICC, reports will be distributed to the client, the project architect or engineer and to the building official or as directed by the client. Our inspectors will provide immediate verbal notification of field tests and inspection results to your designated on-site representative and the contractor. The inspector will prepare a written report after each inspection prior to leaving the site. Final reports of field inspections and laboratory analysis will be reviewed by the Krazan project manager before subsequent submittal to the project team members.

Project Management – The project manager assigned to this project will track inspection data and costs and provide the project design team with status reports when requested. The project manager will oversee and direct all phases of inspections and supervise and direct all Krazan personnel associated with this project.

6. Project Closeout Services

- a. Prepare final payment form for Agency approving and processing.
- b. Prepare letters of substantial, physical, and final completion.
- c. Assist the Agency in closing out the project, prepare Notice of Completion Form and Final Contract Voucher.
- d. Participate in up to two WSDOT project documentation reviews.
- e. Prepare and sign materials certification form per LAG requirements.
- f. Provide project files to the Agency. Compile and convey final project records, transferring to Agency for archiving at final acceptance of the Project. Records will consist of hard copy originals and electronic records USB drive.

Deliverables:

- Final process payment form.
- Letters of substantial, physical, and final completion will be submitted to Agency within 5 days of completion.
- Project materials Certification Checklist LAG Appendix 52.104 with the completion letter.
- Final records – hard copy and electronic – deliver to Agency within 2 weeks of project completion.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The project has a mandatory DBE goal of 0%.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Edgewood Approved datum:
Horizontal Datum NAD83/2011, WSPCS S Zone, Grid North
Vertical Datum NAVD88

Format: Autodesk, AutoCAD Civil 3D 2020

B. Roadway Design Files

Standard: Washington State Department of Transportation Local Agency Guidelines, June 2021

Format: Autodesk, AutoCAD Civil 3D 2020

C. Computer Aided Drafting Files

Standard: G&O Cad Standards November 2020

Format: Autodesk, AutoCAD Civil 3D 2020

D. Specify the Agency's Right to Review Product with the Consultant

The Agency retains the right to review all deliverables in the Scope of Work shown in Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Exhibit A

II. Any Other Electronic Files to Be Provided

See Exhibit A

III. Methods to Electronically Exchange Data

Transmission: Flash Drive, email or FTP Site

A. Agency Software Suite

Microsoft Office 2016

B. Electronic Messaging System

Microsoft Office Outlook
2016

C. File Transfers Format

Adobe pdf, ZIP files, Microsoft Office: Word (2016), Excel (2016), Project (2016), PowerPoint (2016) Publisher (2016)

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D: Prime Consultant Cost Computation

Project Name: 48th Street E Preservation

Contract Name: Fed. Aid # STBGUL-3225(001)

Consultant: Gray & Osborne, Inc.

Date: September 18, 2025

Employee Function/Title	Principal/PM		Civil Engr		Field Inspector		Engineer in Training		AutoCAD Tech		Tech Specialist		Total
Employee Rate	\$78.00		\$52.50		\$43.00		\$38.50		\$41.00		\$33.00		
Project Rate	\$242.87		\$163.47		\$133.89		\$119.88		\$127.66		\$102.75		
Task	hrs		hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	
1. Project Management - CM	10	\$2,428.70		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,428.70
2. Preconstruction Services	4	\$971.48	8	\$1,307.76	4	\$535.56		\$0.00		\$0.00		\$0.00	\$2,814.80
3. Construction Administration	60	\$14,572.20	90	\$14,712.30		\$0.00	60	\$7,192.80	4	\$510.64	12	\$1,233.00	\$38,220.94
4. Field Inspection		\$0.00		\$0.00	240	\$32,133.60		\$0.00		\$0.00		\$0.00	\$32,133.60
5. Materials Testing (See Exhibit E)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6. Project Closeout	8	\$1,942.96	6	\$980.82	8	\$1,071.12		\$0.00		\$0.00	4	\$411.00	\$4,405.90
Hourly Subtotals	82	\$19,915.34	104	\$17,000.88	252	\$33,740.28	60	\$7,192.80	4	\$510.64	16	\$1,644.00	\$80,003.94
Mgt Res		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Hourly Totals	82	\$19,915.34	104	\$17,000.88	252	\$33,740.28	60	\$7,192.80	4	\$510.64	16	\$1,644.00	\$80,003.94

Fee based on direct labor cost	0.250	\$6,423.54
Overhead	1.8637	\$47,886.23

Actuals not to exceed Table

Labor (Direct Labor plus OH plus Fee)		\$80,003.94	\$25,694.17
Subconsultants			
Krazan & Associates, Inc.		\$12,763.00	
Direct Expenses for mileage 62 miles per trip x 63 trips x \$0.70/mile		\$2,733.06	
Total		\$95,500.00	



Exhibit D: Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:				
Company's Name: Gray & Osborne, Inc.				
Address: 1130 Rainier Ave S, STE 300				
Seattle, WA 98144				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		186.37%	25.00%	
AutoCAD/GIS Tech./Engineering Intern	\$58.00	\$108.09	\$14.50	\$180.59
Electrical Engineer	\$75.00	\$139.78	\$18.75	\$233.53
Structural Engineer	\$75.00	\$139.78	\$18.75	\$233.53
Environmental Tech./Specialist	\$58.00	\$108.09	\$14.50	\$180.59
Engineer-In-Training	\$55.00	\$102.50	\$13.75	\$171.25
Civil Engineer	\$58.00	\$108.09	\$14.50	\$180.59
Project Engineer	\$64.00	\$119.28	\$16.00	\$199.28
Project Manager	\$82.00	\$152.82	\$20.50	\$255.32
Principal-in-Charge	\$82.00	\$152.82	\$20.50	\$255.32
Field Inspector	\$61.00	\$113.69	\$15.25	\$189.94
Field Survey Crew Member	\$49.00	\$91.32	\$12.25	\$152.57
Professional Land Surveyor	\$67.00	\$124.87	\$16.75	\$208.62
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.70 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

EXHIBIT D



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 1, 2025

Gray & Osborne, Inc.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144

Subject: Acceptance FYE 2024 ICR - Risk Assessment Review - Local Agency ONLY

Dear Tory Tanouye:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 186.37%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 1, 2025 08:59 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Attached Exhibit E

Exhibit E: Subconsultant Cost Computation

Project Name: 48th Street East Preservation
Contract Name Fed. Aid # STPGUL-3225(001)
Subconsultant: Krazan and Associates, Inc.
Date: August 29, 2025

Employee					Totals
Function/Title	Project Manager		Soils/Asphalt/Concrete Tech		
Employee Rate	\$35.33		\$30.03		
Project Rate	\$98.25		\$83.51		
Task	hrs		hrs	\$	
Materials Testing	10	\$982.46	80	\$6,680.59	\$7,663.05
Hourly Subtotals	10	\$982.46	80	\$6,680.59	\$7,663.05
					\$0.00
Hourly Totals	10	\$982.46	80	\$6,680.59	\$7,663.05

Fee	0.250
Overhead	1.5308

Actuals not to exceed Table

Labor	\$7,663.05
Direct Expenses (Lab Tests and Mileage)	\$5,100.00
Total	\$12,763.05

EXHIBIT E

Actuals Not To Exceed Table (ANTE) - September 23, 2025

(Using FYE 2023 ICR WSDOT approved on September 11, 2024)

CITY OF EDGEWOOD - 48th STREET PRESERVATION

Krazan and Associates
825 Center Street, Suite A
Tacoma, WA 98409

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		153.08%	25.00%	
Field Technician	\$30.57	\$46.80	\$7.64	\$85.01
Project Manager	\$39.56	\$60.56	\$9.89	\$110.01

EXHIBIT E



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 11, 2024

Krazan & Associates, Inc.
215 W Dakota Ave.
Clovis, CA 93612

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Jodi Ragsdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 153.08%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey
Schatzie Harvey (Sep 12, 2024 06:17 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Edgewood
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Gray & Osborne, Inc.

whose address is

1130 Rainier Ave S, Suite 300, Seattle, WA 98144

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the

City of Edgewood

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Gray & Osborne, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Edgewood

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Edgewood, and Gray & Osborne, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Edgewood

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. 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 (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Gray & Osborne, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

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 any 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 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 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such 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 sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Gray & Osborne, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant) _____ Date _____

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of the 48th Street E Preservation Project * are accurate, complete, and current as of _____ ** .

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Gray & Osborne, Inc.

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A .

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: certsdesignpro@assuredpartners.com	
License#: 6003745	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A: The Travelers Indemnity Company of Connecticut	25682
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Travelers Casualty and Surety Co of America	31194
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1774236648

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ OCP/XCU/BFPD ☒ Speration Instds GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6808N74449A	9/10/2025	9/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BA8P536892	9/10/2025	9/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP8N747012	9/10/2025	9/10/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6808N74449A	9/10/2025	9/10/2026	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2025	9/10/2026	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
48th St East Preservation CM

CERTIFICATE HOLDER**CANCELLATION**

City of Edgewood
10440 Dom Calata Way E
Edgewood WA 98372

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

FEDERAL WAGE RATES

"General Decision Number: WA20250001 08/08/2025

Superseded General Decision Number: WA20240001

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)(1).

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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	01/03/2025
1	02/07/2025

2	03/21/2025
3	04/25/2025
4	05/30/2025
5	06/06/2025
6	06/27/2025
7	07/18/2025
8	08/08/2025

CARP0003-001 06/01/2021

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

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
PILEDRIVERS.....	\$ 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 DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0030-017 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
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 PILEDRIVERS

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

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

Zone Pay:

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

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

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

Zone Pay:

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

CARP0059-002 06/01/2024

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.....	\$ 41.86	16.56

GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 47.41	16.61
GROUP 4.....	\$ 45.86	16.56
GROUP 5.....	\$ 105.46	16.56
GROUP 6.....	\$ 51.73	16.56
GROUP 7.....	\$ 52.73	16.56
GROUP 8.....	\$ 48.41	16.56
GROUP 9.....	\$ 55.73	16.56

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.

CARP0096-002 06/01/2025

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
MILLWRIGHT.....	\$ 55.39	22.38

CARP0770-004 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

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

 CARP1607-010 06/01/2025

CHELAN, DOUGLAS, GRANT, KLICKITAT, KITTITAS, OKANOGAN, and
 YAKIMA COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 59.99	25.43

ELEC0046-001 08/05/2024

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 80.94	31.06
ELECTRICIAN.....	\$ 73.58	30.84

* ELEC0048-003 01/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
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CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

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 01/01/2025

COWLITZ AND WAHIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

 ELEC0073-001 07/01/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	18.03

 ELEC0076-002 02/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 69.19	26.63
ELECTRICIAN.....	\$ 62.90	26.26

 ELEC0112-005 06/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 63.00	27.87
ELECTRICIAN.....	\$ 60.00	27.78

 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

ENGI0302-092 06/01/2025

KING AND SNOHOMISH COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 61.93	27.57
Group 1A.....	\$ 62.85	27.57
Group 1AA.....	\$ 63.75	27.57
Group 1AAA.....	\$ 64.66	27.57
Group 2.....	\$ 61.14	27.57
Group 3.....	\$ 60.46	27.57
Group 4.....	\$ 56.63	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over;

Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

ENGI0302-093 06/01/2025

SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 61.47	27.57
Group 1A.....	\$ 62.39	27.57
Group 1AA.....	\$ 63.29	27.57

Group 1AAA.....	\$ 64.19	27.57
Group 2.....	\$ 60.69	27.57
Group 3.....	\$ 60.02	27.57
Group 4.....	\$ 56.19	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300' of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250' in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175' through 250' in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175' in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150' of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10

tons; Concrete Pump: Mounted on trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

 ENGI0302-094 06/01/2025

KITSAP COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 60.93	27.57
Group 1A.....	\$ 61.83	27.57
Group 1AA.....	\$ 62.73	27.57
Group 1AAA.....	\$ 63.62	27.57
Group 2.....	\$ 60.14	27.57
Group 3.....	\$ 59.49	27.57
Group 4.....	\$ 55.68	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300' of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250' in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175' through 250' in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175' in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Toppers & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

 ENGI0302-095 06/01/2025

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

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

Group 1.....	\$ 60.67	27.57
Group 1A.....	\$ 61.56	27.57
Group 1AA.....	\$ 62.47	27.57
Group 1AAA.....	\$ 63.35	27.57
Group 2.....	\$ 59.88	27.57
Group 3.....	\$ 59.23	27.57
Group 4.....	\$ 55.43	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA

Cranes: 300 tons and over or 300' of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250' in height from base to boom.

Group 1AA

Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175' through 250' in height, base to boom.

Group 1A

Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175' in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1

Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150' of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2

Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets,

etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3

Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; 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; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4

Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

ENGI0302-124 06/01/2024

ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, STEVENS,
WALLA WALLA, AND WHITMAN

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 35.91	22.45
GROUP 2.....	\$ 36.28	22.45
GROUP 3.....	\$ 36.99	22.45
GROUP 4.....	\$ 37.18	22.45
GROUP 5.....	\$ 37.37	22.45
GROUP 6.....	\$ 37.69	22.45
GROUP 7.....	\$ 38.01	22.45
GROUP 8.....	\$ 39.88	22.45

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors

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

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

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

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

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual

drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

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

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

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

ENGI0302-125 06/01/2024

ADAMS, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, STEVENS, AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.91	22.45
GROUP 2.....	\$ 39.28	22.45
GROUP 3.....	\$ 39.99	22.45
GROUP 4.....	\$ 40.18	22.45
GROUP 5.....	\$ 40.37	22.45

GROUP 6.....	\$ 40.69	22.45
GROUP 7.....	\$ 40.01	22.45
GROUP 8.....	\$ 42.88	22.45

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; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

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

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

ENGI0612-001 06/01/2025

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.....	\$ 62.32	27.32
GROUP 1AA.....	\$ 63.22	27.32
GROUP 1AAA.....	\$ 64.11	27.32
GROUP 1.....	\$ 61.41	27.32
GROUP 2.....	\$ 60.63	27.32
GROUP 3.....	\$ 59.96	27.32
GROUP 4.....	\$ 56.15	27.32

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; Grader-checker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

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

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

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

ENGI0612-008 06/01/2025

LEWIS AND PACIFIC (PORTION LYING NORTH OF A PARALLEL LINE EXTENDING WEST FROM THE NORTHERN BOUNDARY OF WAHKAUKUM COUNTY TO THE SEA) 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.....	\$ 61.22	27.32
GROUP 1AA.....	\$ 62.12	27.32
GROUP 1AAA.....	\$ 62.99	27.32
GROUP 1.....	\$ 60.32	27.32
GROUP 2.....	\$ 59.56	27.32
GROUP 3.....	\$ 58.89	27.32
GROUP 4.....	\$ 55.13	27.32

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; Grader-checker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

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

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

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

ENGI0612-012 06/01/2025

THURSTON 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
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POWER EQUIPMENT OPERATOR

GROUP 1A.....	\$ 61.81	27.32
GROUP 1AA.....	\$ 62.71	27.32
GROUP 1AAA.....	\$ 63.59	27.32
GROUP 1.....	\$ 60.91	27.32
GROUP 2.....	\$ 60.14	27.32
GROUP 3.....	\$ 59.46	27.32
GROUP 4.....	\$ 55.68	27.32

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 3 - Conveyors; Cranes through 19 tons with attachments;

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

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

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

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour.

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

 ENGI0701-002 01/01/2025

CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 58.94	17.15
GROUP 1A.....	\$ 61.10	17.15

GROUP 1B.....	\$ 63.26	17.15
GROUP 2.....	\$ 57.03	17.15
GROUP 3.....	\$ 55.88	17.15
GROUP 4.....	\$ 52.55	17.15
GROUP 5.....	\$ 51.31	17.15
GROUP 6.....	\$ 48.09	17.15

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

(200') jib; Crane, Whirley ninety (90) ton and over;
Helicopter when used in erecting work

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip

Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

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

IRON0014-005 07/07/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 43.40	32.77

IRON0029-002 07/07/2025

CLARK, COWLITZ, KLIKITAT, PACIFIC, SKAMANIA, AND WAHKAIAKUM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 48.31	34.52

IRON0086-002 07/07/2025

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 43.40 32.77

IRON0086-004 07/07/2025

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

Rates Fringes

IRONWORKER.....\$ 57.94 34.52

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	15.70
GROUP 2.....	\$ 33.72	15.70
GROUP 3.....	\$ 34.03	15.70
GROUP 4.....	\$ 34.33	15.70
GROUP 5.....	\$ 34.64	15.70

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

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 Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); 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	15.70

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

LABO0252-010 06/01/2022

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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).

LAB00292-008 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 gas 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, KLUICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
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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 Scalars, 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

LAB00335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

LAB00348-003 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, KLINKITAT, 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 04/01/2025

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 39.94	15.94
Spray and Sandblasting.....	\$ 39.94	15.94

All high work over 60 ft. = base rate + \$.75

PAIN0055-006 04/01/2025

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 39.94	15.94

* PLAS0072-004 06/01/2025

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.....	\$ 40.89	18.64

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

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 06/01/2024

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

	Rates	Fringes
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CEMENT MASON

CEMENT MASON.....	\$ 54.16	21.27
COMPOSITION, TROWEL		
MACHINE, GRINDER, POWER		
TOOLS, GUNNITE NOZZLE.....	\$ 54.66	21.27
TROWELING MACHINE OPERATOR		
ON COMPOSITION.....	\$ 54.66	21.27

PLAS0555-002 06/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
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CEMENT MASON

CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDE/HANGING SCAFFOLD..	\$ 48.05	20.31
CEMENT MASONS ON		
SUSPENDE, SWINGING AND/OR		
HANGING SCAFFOLD.....	\$ 47.09	20.31
CEMENT MASONS.....	\$ 46.13	20.31
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...	\$ 47.09	20.31

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 06/01/2024

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

	Rates	Fringes
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Truck drivers:

ZONE 1		
GROUP 1.....	\$ 33.09	17.63
GROUP 2.....	\$ 33.24	17.63
GROUP 3.....	\$ 33.40	17.63
GROUP 4.....	\$ 33.72	17.63
GROUP 5.....	\$ 33.97	17.63
GROUP 6.....	\$ 34.18	17.63

GROUP 7.....\$ 34.42

17.63

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

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

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations

thereof: over 30 cu. yds. and including 50 cu. yds.
includes Articulated Dump Trucks; Fire Guard; Transit Mix
and Wet or Dry Mix Trucks, over 11 cu. yds. and including
15 cu. yds.; Water Wagon (rated capacity) over 10,000
gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and
bottom dumps, including Semi Trucks and Trains or
combinations thereof: over 50 cu. yds. and including 60 cu.
yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch
concrete Mix Trucks; Dump trucks, side, end and bottom
dumps, including Semi Trucks and Trains of combinations
thereof: over 60 cu. yds. and including 80 cu. yds., and
includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including
Semi Trucks and Trains or combinations thereof: over 80 cu.
yds. and including 100 cu. yds., includes Articulated Dump
Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2025

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:.....	\$ 55.43	27.52
GROUP 2:.....	\$ 54.59	27.52
GROUP 3:.....	\$ 51.78	27.52
GROUP 4:.....	\$ 46.81	27.52
GROUP 5:.....	\$ 54.98	27.52

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; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 06/01/2024

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

Rates

Fringes

Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams,

Chelan, Douglas, Ferry,
Grant, Kittitas, Lincoln,
Okanogan, Pen Oreille,
Spokane, Stevens, and Whitman
Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:

GROUP 1.....	\$ 36.83	20.93
GROUP 2.....	\$ 39.47	20.93
GROUP 3.....	\$ 39.58	20.93
GROUP 4.....	\$ 39.91	20.93
GROUP 5.....	\$ 40.02	20.93
GROUP 6.....	\$ 40.22	20.93
GROUP 7.....	\$ 40.56	20.93
GROUP 8.....	\$ 40.88	20.93

AREA 2:

GROUP 1.....	\$ 33.83	20.93
GROUP 2.....	\$ 36.47	20.93
GROUP 3.....	\$ 36.58	20.93
GROUP 4.....	\$ 36.91	20.93
GROUP 5.....	\$ 37.02	20.93
GROUP 6.....	\$ 37.22	20.93
GROUP 7.....	\$ 37.56	20.93
GROUP 8.....	\$ 37.88	20.93

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 oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

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

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

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

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

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

NOTE:

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
END OF GENERAL DECISION"

PART 6

APPENDIX

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS 48TH STREET EAST PRESERVATION

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: _____

Address: _____

Phone: _____

Contact Person: _____

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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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.

(Date)

(Signature)

(Print Name)

(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 dated, 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.

(Date)

(Signature)

(Print Name)

(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:

- ii. Gross dollar amount of contracts currently not completed:

- 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:

- iv. Number of superintendents on Bidder's staff:

B. Experience

- i. General character of work performed by firm:

- 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.

- iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 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: _____

#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: _____

APPENDIX B

STORMWATER POLLUTION PREVENTION PLAN

Construction Stormwater General Permit

Stormwater Pollution Prevention Plan (SWPPP)

for
48th Street E Preservation

Prepared for:
City of Edgewood

Permittee / Owner	Developer	Operator / Contractor
City of Edgewood	City of Edgewood	TBD

48th Street E from 122nd Ave E to Sumner Heights Dr 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
Tani Stafford, P.E.	Gray & Osborne, Inc.	206-284-0860

SWPPP Preparation Date
May 2025

Project Construction Dates

Activity / Phase	Start Date	End Date
TBD	July 2025	October 2025

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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: 48th Street E Preservation
Street/Location: 48th Street E from 122nd Ave E to Sumner Heights Dr E
City: Edgewood **State:** WA **Zip code:** 98372
Subdivision: N/A
Receiving waterbody: White River

1.1 Existing Conditions

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage: 3.94 ac

Disturbed acreage: 1.66 ac

Existing structures: 0 ac

Landscape: 2.28 ac

Topography:

Drainage patterns: Runoff drains generally east toward the east end of the project area via the City's roadside ditches and culverts.

Existing Vegetation: Non-native cleared area, shrubs, trees or lawn adjacent to the road along the project limits.

Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes): There are no critical areas, wetlands, streams, high erosion or steep slopes at the project site.

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: The White River is listed as Category 5 for temperature and Category 4A for bacteria, approximately 1 mile away from the project site. The project will not worsen these issues.

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):

Pavement preservation improvements will be constructed along 48th Street E.

Description of construction activities (example: site preparation, demolition, excavation):

Construction activities will include pavement removal, minor utility work, pavement reconstruction, pavement markings, minor tree removal and ditch lining. 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 3.94 acres, consisting of the right-of-way over a length of 1,900 feet. Runoff from the project site currently sheet flows along ditches to the east and then downslope to via ditched drainage and surface water ways to the White River. Flow enters the site from areas upslope to the north and the south, as the adjacent properties generally drain down toward the roadway.

Description of final stabilization (example: extent of revegetation, paving, landscaping):

The site will be primarily paved and gravel shoulders and vegetated ditches 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. The adjacent properties drain to the roadside ditch. 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 and ditch area, all of which is contained within City right-of-way, and most of which is already impervious.

List and describe BMPs: BMP C103 High Visibility 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 122nd Ave E, Monta Vista Dr E, 127th Ave E, Edgewood Dr E and Sumner Heights Dr 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 City of Edgewood collection and conveyance system that will collect runoff and convey it offsite to connect to the City's existing system at the east end of the site. A new conveyance system at the east end of the project will improve conveyance to 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 reconstruct the pavement. 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 the White River.

List and describe BMPs: BMP C120 Temporary and Permanent Seeding

BMP C235: Wattles

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 (ditches) 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. Ditches will be grubbed out and lined with jute mat. 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 6% 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 a few existing inlets at the west end of the project. All existing and 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 existing ditches within the site. All runoff is drained from the site through stabilized manmade conveyance consisting of catch basins, ditches and culverts, which discharge eventually to the White River 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 Special Condition S4 of the CSWGP. Sampling locations are indicated on the [Site Map](#). Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

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	Chuck Hendricksen, P.E.	253-302-0069
Non-Emergency Owner Contact	Chuck Hendricksen, P.E.	253-302-0069
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 the White River 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:

- CSWGP
- Permit Coverage Letter
- SWPPP
- Site Log Book

Permit documentation will be provided within 14 days of receipt of a written request from Ecology. A copy of the SWPPP or access to the SWPPP will be provided to the public when requested in writing in accordance with Special Condition S5.G.2.b of the CSWGP.

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 one (1) acre or larger; therefore, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there was no discharge during a given monitoring period the DMR will be submitted as required, reporting “No Discharge”. The DMR due date is fifteen (15) days following the end of each calendar month.

DMRs will be reported online through Ecology’s WQWebDMR System.

To sign up for WQWebDMR go to:

<http://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html>

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. City / 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

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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

BMP C235: Wattles

Purpose

Wattles are temporary erosion and sediment control barriers consisting of straw, compost, or other material that is wrapped in biodegradable tubular plastic or similar encasing material. They reduce the velocity and can spread the flow of rill and sheet runoff, and can capture and retain sediment. Wattles are typically 8-to 10-inches in diameter and 25-to 30-feet in length. Wattles are placed in shallow trenches and staked along the contour of disturbed or newly constructed slopes. See Figure 3.13 for typical construction details.

Conditions of Use

- Use wattles:
 - In disturbed areas that require immediate erosion protection
 - On exposed soils during the period of short construction delays, or over winter months
 - On slopes requiring stabilization until permanent vegetation can be established.
- The material used dictates the effectiveness period of the wattle. Typically, wattles are effective for one to two wet seasons.
- Prevent rilling beneath wattles by properly entrenching and abutting wattles together to prevent water from passing between them.

Design Criteria

- Install wattles perpendicular to the flow direction and parallel to the slope contour.
- Narrow trenches should be dug across the slope on contour to a depth of 3-to 5-inches on clay soils and soils with gradual slopes. On loose soils, steep slopes, and areas with high rainfall, the trenches should be dug to a depth of 5-to 7-inches, or one-half to two-thirds of the thickness of the wattle.
- Start building trenches and installing wattles from the base of the slope and work up. Spread excavated material evenly along the uphill slope and compacted using hand tamping or other methods.
- Construct trenches on contours at intervals of 10-to 25-feet apart depending on the steepness of the slope, soil type, and rainfall. The steeper the slope, the closer together the trenches.

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

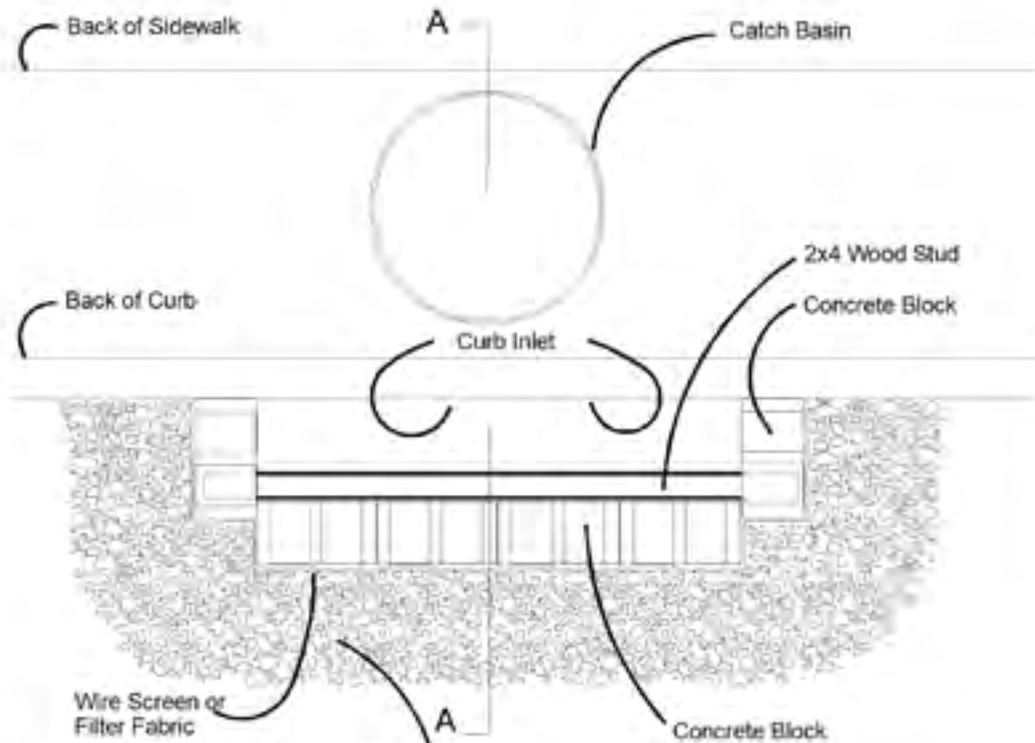
- **Excavated Drop Inlet Protection:** An excavated impoundment around the storm drain. Sediment settles out of the stormwater prior to entering the storm drain.
 - Provide a depth of 1-to 2-feet as measured from the crest of the inlet structure
 - Slope sides of excavation no steeper than 2H:1V
 - Minimum 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.

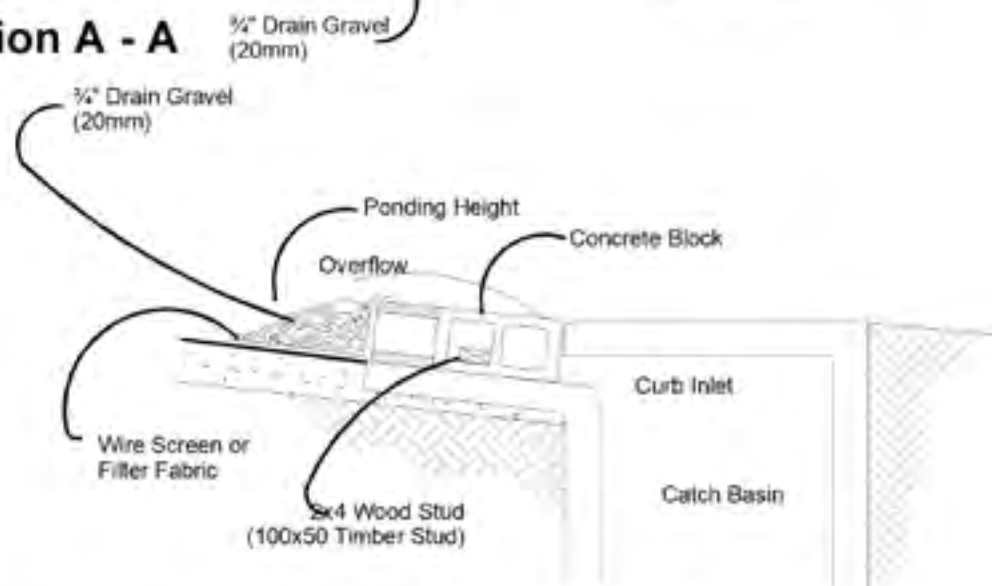
- **Catch Basin Filters:** Use inserts designed by manufacturers for construction sites. The limited sediment storage capacity increases the amount of inspection and maintenance required, which may be daily for heavy sediment loads. To reduce maintenance requirements, combine a catch basin filter with 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



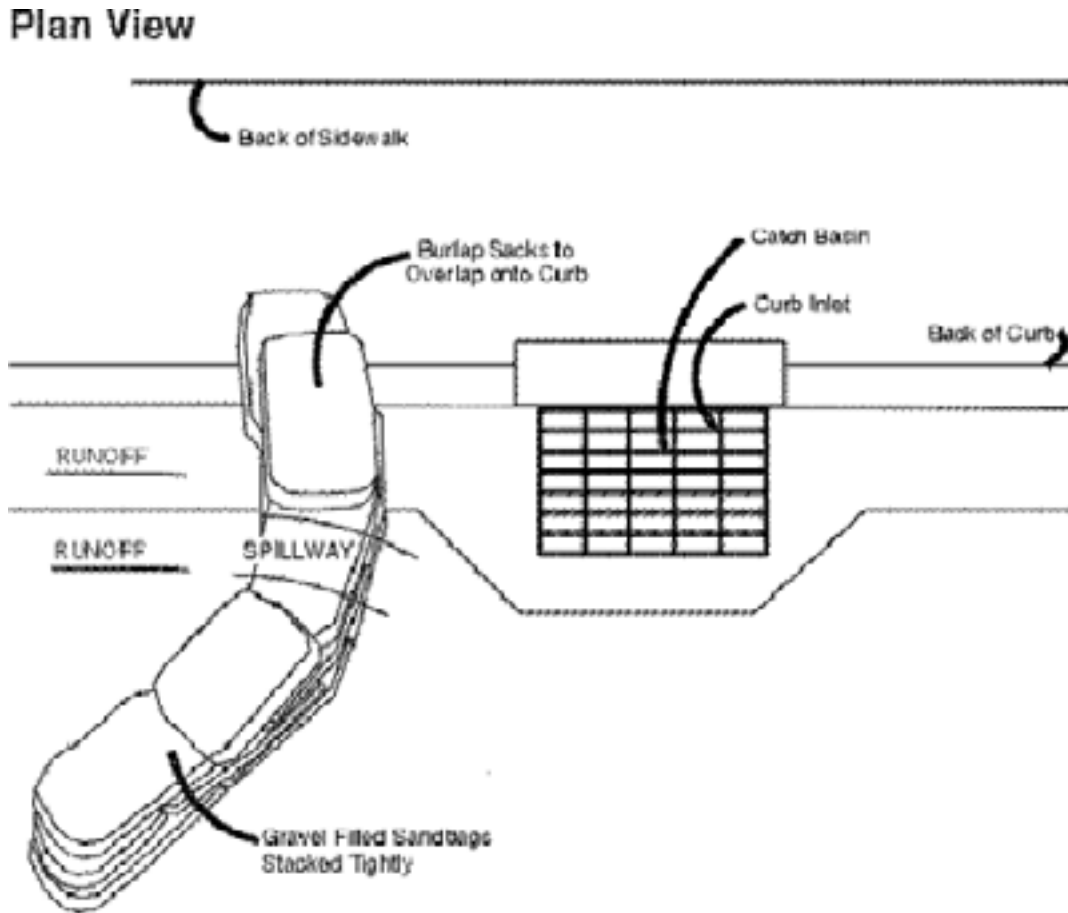
Section A - A



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.

B. BMP Detail

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C. Correspondence

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D. Site Inspection Form

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Site Inspection Form

General Information									
Project Name:									
Inspector Name:						Title:			
						CESCL # :			
Date:									
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

		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	

BMP:

Location	Inspected			Functioning			Problem/Corrective Action
		Y	N		Y	N	

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	NIP	

BMP:							
Location	Inspected			Functioning			Problem/Corrective Action
		Y	N	Y	N	NIP	

Element 10: Control Dewatering

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 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

		Y	N		Y	N	NIP	

Stormwater Discharges From the Site				
	Observed?		Problem/Corrective Action	
	Y	N		
Location				
Turbidity				
Discoloration				
Sheen				
Location				
Turbidity				

	Discoloration				
	Sheen				

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E. Construction Stormwater General Permit (CSWGP)

To be included in final SWPPP prepared by contractor

DRAFT

APPENDIX C

INADVERTENT DISCOVERY OF ARCHEOLOGICAL OR HISTORICAL MATERIALS PLAN



INADVERTENT DISCOVERY PLAN PLAN AND PROCEDURES FOR THE DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

To request ADA accommodation, including materials in a format for the visually impaired, call Ecology at 360-407-6000 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with a speech disability may call TTY at 877-833-6341.

Site Name(s): 48th Street E Preservation

Location: 48th Street E (122nd Ave E to Sumner Heights Dr) City of Edgewood

Project Lead/Organization: City of Edgewood

County: Pierce

1. INTRODUCTION

The IDP outlines procedures to perform in the event of a discovery of archaeological materials or human remains, in accordance with applicable state and federal laws. An IDP is required, as part of Agency Terms and Conditions for all grants and loans, for any project that creates disturbance above or below the ground. An IDP is not a substitute for a formal cultural resource review (Executive 21-02 or Section 106).

Once completed, **the IDP shall always be kept at the project site** during all project activities. All staff, contractors, and volunteers shall be familiar with its contents and know where to find it.

2. CULTURAL RESOURCE DISCOVERIES

A cultural resource discovery could be prehistoric or historic artifacts. Examples include (see images for further examples):

- An accumulation of shell, burned rocks, or other food related materials.
- Bones, intact or in small pieces.
- An area of charcoal or very dark stained soil with artifacts.
- Stone tools or waste flakes (for example, an arrowhead or stone chips).
- Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings.
- Agricultural or logging materials that appear older than 50 years. These could include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, and many other items.
- Clusters of tin cans or bottles, or other debris that appear older than 50 years.
- Old munitions casings. **Always assume these are live and never touch or move.**
- Buried railroad tracks, decking, foundations, or other industrial materials.
- Remnants of homesteading. These could include bricks, nails, household items, toys, food containers, and other items associated with homes or farming sites.

The above list does not cover every possible cultural resource. When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

If any employee, contractor, or subcontractor believes that they have uncovered cultural resources or human remains at any point in the project, take the following steps to **Stop-Protect-Notify**. If you suspect that the discovery includes human remains, also follow Sections 5 and 6.

STEP A: Stop Work.

All work must stop immediately in the vicinity of the discovery.

STEP B: Protect the Discovery.

Leave the discovery and the surrounding area untouched and create a clear, identifiable, and wide boundary (30 feet or larger) with temporary fencing, flagging, stakes, or other clear markings. Provide protection and ensure integrity of the discovery until cleared by the Department of Archaeological and Historical Preservation (DAHP) or a licensed, professional archaeologist.

Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site. Do not allow work to resume within the boundary until the requirements of this IDP are met.

STEP C: Notify Project Archaeologist (if applicable).

If the project has an archaeologist, notify that person. If there is a monitoring plan in place, the archaeologist will follow the outlined procedure.

STEP D: Notify Project and Washington Department of Ecology (Ecology) contacts.

Project Lead Contacts

Primary Contact

Name: Chuck Hendricksen
Organization: City of Edgewood
Phone: 253 392-2560
Email: chuck@cityofedgewood.org

Alternate Contact

Name: Tani Stafford
Organization: Gray & Osborne Inc.
Phone: 206-284-0860
Email: tstafford@g-o.com

Ecology Contacts (completed by Ecology Project Manager)

Ecology Project Manager

Name: TBD
Program: SW Regional Office
Phone: 360-407-6300
Email:

Alternate or Cultural Resource Contact

Name:
Program:
Phone:
Email:

STEP E: Ecology will notify DAHP.

Once notified, the Ecology Cultural Resource Contact or the Ecology Project Manager

will contact DAHP to report and confirm the discovery. To avoid delay, the Project Lead/Organization will contact DAHP if they are not able to reach Ecology.

DAHP will provide the steps to assist with identification. DAHP, Ecology, and Tribal representatives may coordinate a site visit following any necessary safety protocols. DAHP may also inform the Project Lead/Organization and Ecology of additional steps to further protect the site.

Do not continue work until DAHP has issued an approval for work to proceed in the area of, or near, the discovery.

DAHP Contacts:

Name: Rob Whitlam
Title: WSDOT Archaeologist
Cell: 360 890-2615
Email: Rob.Whitlam@dahp.wa.gov
Main Office: 360-890-2615

Human Remains/Bones:

Name: Guy Tasa, PhD
Title: State Anthropologist
Cell: 360-790-1633 (24/7)
Email: Guy.Tasa@dahp.wa.gov

4. TRIBAL CONTACTS

In the event cultural resources are discovered, the following tribes will be contacted. See Section 10 for Additional Resources.

Tribe: Puyallup Indian Tribe
Name: Brandon Reynon
Title: Cultural Resources
Phone: 253 573-7986
Email: brandon.reynon@puyalluptribe-nsn.gov

Tribe:
Name:
Title:
Phone:
Email:

Tribe: Muckleshoot Indian Tribe
Name: Laura Murphy
Title: Archeologist
Phone: 253-876-3272
Email: laura.murphy@muckleshoot.nsn.us

Tribe:
Name:
Title:
Phone:
Email:

Please provide contact information for additional tribes within your project area, if needed, in Section 11.

5. FURTHER CONTACTS (if applicable)

If the discovery is confirmed by DAHP as a cultural or archaeological resource, or as human remains, and there is a partnering federal or state agency, Ecology or the Project Lead/Organization will ensure the partnering agency is immediately notified.

Federal Agency:

Agency: Olympic Region WSDOT Local Programs

Name: Trent de Boer
Title: WSDOT Archeologist

Phone: 360-705-7879

Email: trent.deboer@wsdot.wa.gov

State Agency:

Agency:

Name:

Title:

Phone:

Email:

6. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL REMAINS

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Follow the steps under **Stop-Protect-Notify**. For specific instructions on how to handle a human remains discovery, see: [RCW 68.50.645: Skeletal human remains—Duty to notify—Ground disturbing activities—Coroner determination—Definitions](#).

Suggestion: If you are unsure whether the discovery is human bone or not, contact Guy Tasa with DAHP, for identification and next steps. Do not pick up the discovery.

Guy Tasa, PhD State Physical Anthropologist

Guy.Tasa@dahp.wa.gov

(360) 790-1633 (Cell/Office)

For discoveries that are confirmed or suspected human remains, follow these steps:

1. Notify law enforcement and the Medical Examiner/Coroner using the contacts below. **Do not call 911** unless it is the only number available to you.

Enter contact information below (required):

- Local Medical Examiner or Coroner name and phone: King County Medical Examiner (206) 731-3232 ext. 4
 - Local Law Enforcement main name and phone: Bruce Matthews (Sheriff's Deputy) 425-333-4190
 - Local Non-Emergency phone number (911 if without a non-emergency number): 206-255-7585
2. The Medical Examiner/Coroner (with assistance of law enforcement personnel) will determine if the remains are human or if the discovery site constitutes a crime scene and will notify DAHP.
 3. **DO NOT speak with the media, allow photography or disturbance of the remains, or release any information about the discovery on social media.**
 4. If the remains are determined to be non-forensic, cover the remains with a tarp or other materials (not soil or rocks) for temporary protection and to shield them from being photographed by others or disturbed.

Further activities:

- Per [RCW 27.44.055](#), [RCW 68.50](#), and [RCW 68.60](#), DAHP will have jurisdiction over non-forensic human remains. Ecology staff will participate in consultation. The Project Lead/Organization may also participate in consultation.
- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in [RCW 27.44.055](#), [RCW 68.50](#), and [RCW 68.60](#).
- When consultation and documentation activities are complete, work in the discovery area may resume as described in Section 8.

If the project occurs on federal lands (such as a national forest or park or a military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) 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 Project Lead/Organization will comply with applicable state and federal laws, and the above protocol.

7. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological resources discovered during construction are protected by state law [RCW 27.53](#) and assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

The Project Lead/Organization must ensure that proper documentation and field assessments are made of all discovered cultural resources in cooperation with all parties: the federal agencies (if any), DAHP, Ecology, affected tribes, and the archaeologist.

An archaeologist will record all prehistoric and historic cultural material discovered during project construction on a standard DAHP archaeological site or isolate inventory form. They will photograph site overviews, features, and artifacts and prepare stratigraphic profiles and soil/sediment descriptions for minimal subsurface exposures. They will document discovery locations on scaled site plans and site location maps.

Cultural features, horizons, and artifacts detected in buried sediments may require the archaeologist to conduct further evaluation using hand-dug test units. They will excavate units in a controlled fashion to expose features, collect samples from undisturbed contexts, or to interpret complex stratigraphy. They may also use a test unit or trench excavation to determine if an intact occupation surface is present. They will only use test units when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. They will conduct excavations using standard archaeological techniques to precisely document the location of cultural deposits, artifacts, and features.

The archaeologist will record spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock for each unit on a standard form. They will complete test excavation unit level forms, which will include plan maps for each excavation level and artifact counts and material types, number, and vertical provenience (depth below surface and

stratum association where applicable) for all recovered artifacts. They will draw a stratigraphic profile for at least one wall of each test excavation unit.

The archaeologist will screen sediments excavated for purposes of cultural resources investigation through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.

The archaeologist will analyze, catalogue, and temporarily curate all prehistoric and historic artifacts collected from the surface and from probes and excavation units. The ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, Ecology, and the affected tribe(s).

Within 90 days of concluding fieldwork, the archaeologist will provide a technical report describing any and all monitoring and resultant archaeological excavations to the Project Lead/Organization, who will forward the report to Ecology, the federal agencies (if any), DAHP, and the affected tribe(s) for review and comment.

If assessment activities expose human remains (burials, isolated teeth, or bones), the archaeologist and Project Lead/Organization will follow the process described in **Section 6**.

8. PROCEEDING WITH WORK

The Project Lead/Organization shall work with the archaeologist, DAHP, and affected tribe(s) to determine the appropriate discovery boundary and where work can continue.

Work may continue at the discovery location only after the process outlined in this plan is followed and the Project Lead/Organization, DAHP, any affected tribe(s), Ecology, and the federal agencies (if any) determine that compliance with state and federal laws is complete.

9. ORGANIZATION RESPONSIBILITY

The Project Lead/Organization is responsible for ensuring:

- This IDP has complete and accurate information.
- This IDP is immediately available to all field staff at the site and available by request to any party.
- This IDP is implemented to address any discovery at the site.
- That all field staff, contractors, and volunteers are instructed on how to implement this IDP.

10. ADDITIONAL RESOURCES

Informative Video

Ecology recommends that all project staff, contractors, and volunteers view this informative video explaining the value of IDP protocol and what to do in the event of a discovery. The target audience is anyone working on the project who could unexpectedly find cultural resources or human remains while excavating or digging. The video is also posted on DAHP's inadvertent discovery language website.

[Ecology's IDP Video](https://www.youtube.com/watch?v=ioX-4cXfbDY) (<https://www.youtube.com/watch?v=ioX-4cXfbDY>)

Informational Resources

[DAHP](https://dahp.wa.gov) (<https://dahp.wa.gov>)

[Washington State Archeology \(DAHP 2003\)](https://dahp.wa.gov/sites/default/files/Field%20Guide%20to%20WA%20Arch_0.pdf)

(https://dahp.wa.gov/sites/default/files/Field%20Guide%20to%20WA%20Arch_0.pdf)

[Association of Washington Archaeologists](https://www.archaeologyinwashington.com) (<https://www.archaeologyinwashington.com>)

Potentially Interested Tribes

[Tribal Contacts: Interactive Map of Tribes by Area](https://dahp.wa.gov/archaeology/tribal-consultation-information)

(<https://dahp.wa.gov/archaeology/tribal-consultation-information>)

[Tribal Contacts - WSDOT Tribal Contact Website](https://wsdot.wa.gov/tribal/TribalContacts.htm)

(<https://wsdot.wa.gov/tribal/TribalContacts.htm>)

11. ADDITIONAL INFORMATION

Please add any additional contact information or other information needed within this IDP.

Implement the IDP if you see...

Chipped stone artifacts.

Examples are:

- Glass-like material.
- Angular material.
- “Unusual” material or shape for the area.
- Regularity of flaking.
- Variability of size.



Stone artifacts from Oregon.



Stone artifacts from Washington.



Biface-knife, scraper, or pre-form found in NE Washington. Thought to be a well knapped object of great antiquity. Courtesy of Methow Salmon Rec. Foundation.

Implement the IDP if you see...

Ground stone artifacts.

Examples are:

- Unusual or unnatural shapes or unusual stone.
- Striations or scratching.
- Etching, perforations, or pecking.
- Regularity in modifications.
- Variability of size, function, or complexity.



Above: Fishing Weight - credit [CRITFC Treaty Fishing Rights website](#).



Artifacts from unknown locations (left and right images).



Implement the IDP if you see...

Bone or shell artifacts, tools, or beads.

Examples are:

- Smooth or carved materials.
- Unusual shape.
- Pointed as if used as a tool.
- Wedge shaped like a “shoehorn”.
- Variability of size.
- Beads from shell (dentalium) or tusk.



Upper Left: *Bone Awls from Oregon.*

Upper Center: *Bone Wedge from California.*

Upper Right: *Plateau dentalium choker and bracelet, from [Nez Perce National Historical Park](#), 19th century, made using [Antalis pretiosa](#) shells*
Credit: Nez Perce - Nez Perce National Historical Park, NEPE 8762, [Public Domain](#).

Above: *Tooth Pendants.*

Right: *Bone Pendants. Both from Oregon and Washington.*



Implement the IDP if you see...

Culturally modified trees, fiber, or wood artifacts.

Examples are:

- Trees with bark stripped or peeled, carvings, axe cuts, de-limbing, wood removal, and other human modifications.
- Fiber or wood artifacts in a wet environment.
- Variability of size, function, and complexity.



Left and Below: *Culturally modified tree and an old carving on an aspen (Courtesy of DAHP). These are examples of above ground cultural resources.*

Right, Top to Bottom: *Artifacts from Mud Bay, Olympia: Toy war club, two strand cedar rope, wet basketry.*



Implement the IDP if you see...

Strange, different, or interesting looking dirt, rocks, or shells.

Human activities leave traces in the ground that may or may not have artifacts associated with them. Examples are:

- “Unusual” accumulations of rock (especially fire-cracked rock).
- “Unusual” shaped accumulations of rock (such as a shape similar to a fire ring).
- Charcoal or charcoal-stained soils, burnt-looking soils, or soil that has a “layer cake” appearance.
- Accumulations of shell, bones, or artifacts. Shells may be crushed.
- Look for the “unusual” or out of place (for example, rock piles in areas with otherwise few rocks).



Shell Midden pocket in modern fill discovered in sewer trench.



Underground oven. Courtesy of DAHP.

Shell Midden with fire cracked rock.



Hearth excavated near Hamilton, WA.

Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Agricultural or logging equipment. May include equipment, fencing, canals, spillways, chutes, derelict sawmills, tools, etc.
- Domestic items including square or wire nails, amethyst colored glass, or painted stoneware.



Left: Top to Bottom: Willow pattern serving bowl and slip joint pocket knife discovered during Seattle Smith Cove shantytown (45-KI-1200) excavation.

Right: Collections of historic artifacts discovered during excavations in eastern Washington cities.



Implement the IDP if you see...

Historic period artifacts (historic archaeology considered older than 50 years).

Examples are:

- Railway tokens, coins, and buttons.
- Spectacles, toys, clothing, and personal items.
- Items helping to understand a culture or identity.
- Food containers and dishware.



Main Image: Dishes, bottles, work boot found at the North Shore Japanese bath house (ofuro) site, Courtesy Bob Muckle, Archaeologist, Capilano University, B.C. This is an example of an above ground resource.



Right, from Top to Bottom:
Coins, token, spectacles and
Montgomery Ward pitchfork
toy discovered during
Seattle Smith Cove
shantytown (45-KI-1200)
excavation.



Implement the IDP if you see...

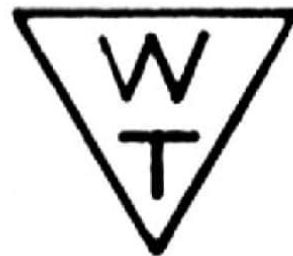
- Old munition casings – if you see ammunition of any type – ***always assume they are live and never touch or move!***
- Tin cans or glass bottles with an older manufacturer's technique – maker's mark, distinct colors such as turquoise, or an older method of opening the container.



Far Left: .303 British cartridge found by a WCC planting crew on Skagit River. ***Don't ever touch something like this!***

Left: Maker's mark on bottom of old bottle.

Right: Old beer can found in Oregon. ACME was owned by Olympia Brewery. Courtesy of Heather Simmons.



Logo employed by Whithall Tatum & Co. between 1924 to 1938 (Lockhart et al. 2016).



Can opening dates, courtesy of W.M. Schroeder.

Implement the IDP if you see...

Historic foundations or buried structures.

Examples are:

- Foundations.
- Railroad and trolley tracks.
- Remnants of structures.



Counter Clockwise, Left to Right: *Historic structure 45KI924, in WSDOT right of way for SR99 tunnel. Remnants of Smith Cove shantytown (45-KI-1200) discovered during Ecology CSO excavation, City of Spokane historic trolley tracks (above ground historic resources) uncovered during stormwater project, intact foundation of historic home that survived the Great Ellensburg Fire of July 4, 1889, uncovered beneath parking lot in Ellensburg.*

Implement the IDP if you see...

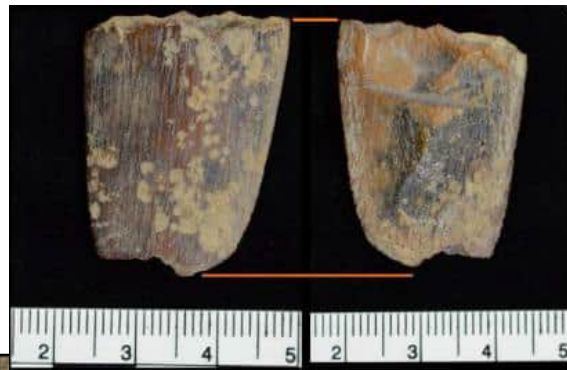
Potential human remains.

Examples are:

- Grave headstones that appear to be older than 50 years.
- Bones or bone tools--intact or in small pieces. It can be difficult to differentiate animal from human so they must be identified by an expert.
- These are all examples of animal bones and are not human.

Center: *Bone wedge tool, courtesy of Smith Cove Shantytown excavation (45KI1200).*

Other images (Top Right, Bottom Left, and Bottom) Center: Courtesy of DAHP.



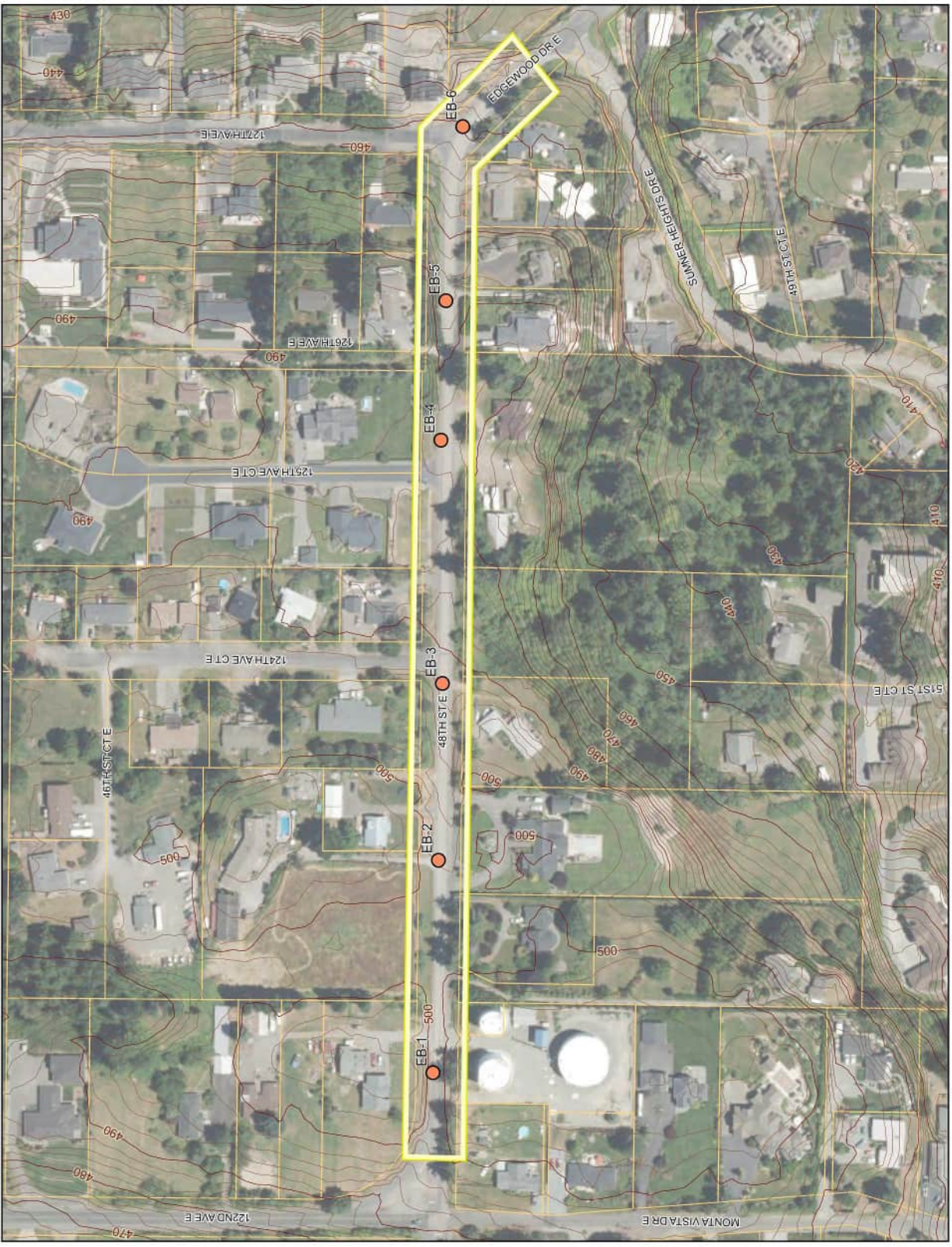
Directly Above: *This is a real discovery at an Ecology sewer project site.*

What would you do if you found these items at a site? Who would be the first person you would call?

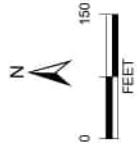
Hint: Read the plan!

APPENDIX D

SOIL LOGS



- LEGEND**
- SITE**
 - VACUUM ASSISTED BORING**
 - CONTOUR 10 FT**
 - CONTOUR 2 FT**
 - PARCEL**



DATA SOURCE REFERENCES:
 PARCELS: COUNTY RECORDS (2023), PARCELS (2023), AERIAL IMAGE (2020)
 WA DNR LIDAR: PIERCE 2020 ACQUIRED APRIL AND JUNE 2020, CELL SIZE 1'. CONTOURS DERIVED FROM LIDAR
 BLACK AND WHITE REPRESENTATION OF THIS DATA ORIGINALLY MAY REDUCE ITS EFFECTIVENESS AND LEAD TO INCORRECT INTERPRETATION. LOCATION AND DISTANCES SHOWN ARE APPROXIMATE.



**EXISTING SITE AND
 EXPLORATION PLAN**
 48TH STREET EAST PAVEMENT REPLACEMENT
 EDGEWOOD, WASHINGTON

PROJECT NO.	DATE	FIGURE
20230305E001	2/24	2

- (1) Percentage by dry weight
- (2) Combined USCS symbols used for fines between 5% and 12%
- (3) (SPT) Standard Penetration Test (ASTM D-1586)
- (4) In General Accordance with Standard Practice for Description and Identification of Soils (ASTM D-2488)



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Exploration Boring

EB-1

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

▼ Groundwater Depth ATD (ft): 0.5

Total Depth (ft): 3.5

Ground Surface Elevation (ft): ≈500

Datum: NAVD 88

∇ Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 6 inches of concrete; fractured; no base course; groundwater directly under roadway.	▼	41						
1					Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble (SM).								
2													
3													
4					Minor seepage at 0.5 feet. Vac rate slowed at 0.5 feet.								
5													
6													
7													

3/1/2024

20230305E001

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EB-2

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

▼ Groundwater Depth ATD (ft): 2.5

Total Depth (ft): 4.5

Ground Surface Elevation (ft): ≈500

Datum: NAVD 88

▼ Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot	Other Tests
0					Cement Concrete Pavement 6 inches of concrete; not fractured.			10 20 30 40 50+	
					Base Course 6 inches of crushed concrete.				
1	1	1			Fill Loose, moist, reddish brown to grayish brown, silty, fine SAND to fine sandy, SILT, some gravel; unsorted; contains broken concrete and other deleterious materials (SM-ML).		9		
2									
	2	2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble; unsorted (SM).	▼	49		
3									
4									
					Minor seepage at 2.5 feet. Vac rate slowed at 2.5 feet.				
5									
6									
7									

3/1/2024

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EB-3

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

Groundwater Depth ATD (ft): 1, 2.5

Total Depth (ft): 4.5

Ground Surface Elevation (ft): ≈490

Datum: NAVD 88

Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot	Other Tests
0					Cement Concrete Pavement 6 inches of concrete; fractured; groundwater perched under roadway.			10 20 30 40 50+	
					Base Course 6 inches of crushed concrete.				
1	1	1			Fill Loose, moist, reddish brown to grayish brown, silty, fine SAND to fine sandy, SILT, some gravel; unsorted; contains broken concrete and other deleterious materials (SM-ML).	▼	16		
2									
	2	2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble; unsorted (SM).	▼	40		
3									
4									
5					Minor seepage at 1 and 2.5 feet. Vac rate slowed at 2.5 feet.				
6									
7									

3/1/2024

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EB-4

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

▼ Groundwater Depth ATD (ft): 5.5

Total Depth (ft): 6

Ground Surface Elevation (ft): ≈480

Datum: NAVD 88

▼ Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 5 inches of crushed concrete roadway; fractured.								
					Base Course 7 inches of crushed concrete.								
1	1	1			Fill Loose, moist, reddish brown to brownish gray, silty, fine SAND to fine sandy, SILT, some gravel; contains broken concrete and other deleterious materials (SM-ML).		11						
2													
3													
4													
5													
		2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel; unsorted (SM).	▼	52						
6					Minor seepage at 5.5 feet. Vac rate slowed at 5.5 feet.								
7													

3/1/2024

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Exploration Boring

EB-5

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

Groundwater Depth ATD (ft): Not encountered

Total Depth (ft): 3.5

Ground Surface Elevation (ft): ≈470

Datum: NAVD 88

Groundwater Depth Post Drilling (ft) (Date): ()

Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 6 inches of concrete roadway; fractured.								
					Base Course 6 inches of crushed concrete.								
1		1			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel, trace cobble; unsorted (SM).		46						
2													
3													
4					No seepage. Vac rate slowed at 1 foot.								
5													
6													
7													

3/1/2024

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Exploration Boring

EB-6

48th Street East Pavement Replacement

Sheet: 1 of 1

Edgewood, WA

Start Date: 1/25/24

Logged By: ART

20230305E001

Ending Date: 1/25/24

Approved By: JHS

Driller/Equipment: APS/Airknife/DCP

Hammer Weight/Drop: 15#/20"

Hole Diameter (in): 12

Groundwater Depth ATD (ft): Not encountered

Total Depth (ft): 4.5

Ground Surface Elevation (ft): ≈460

Datum: NAVD 88

Groundwater Depth Post Drilling (ft) (Date): ()

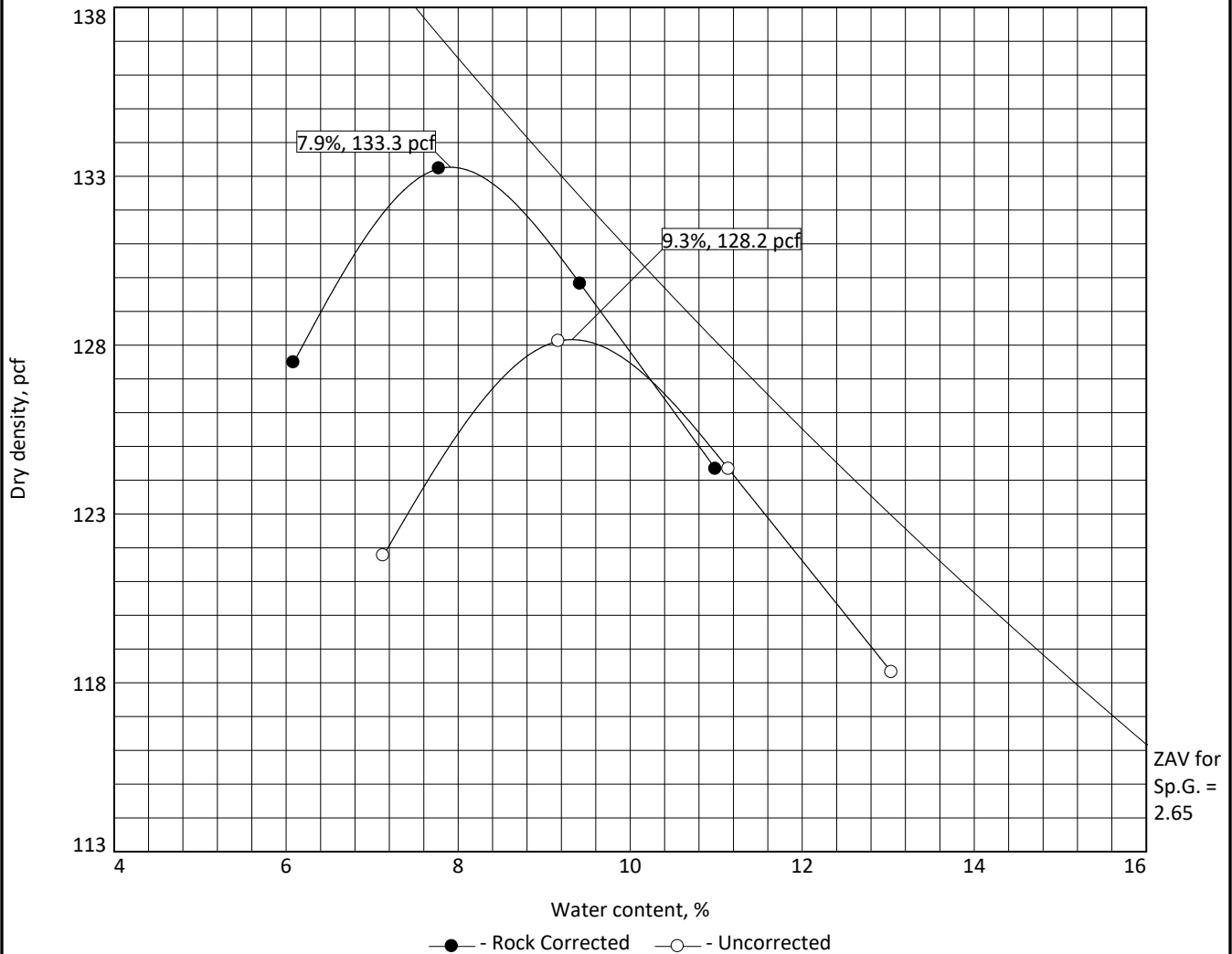
Depth (ft)	Sample Type	Sample	% Recovery	Graphic Symbol	Description	Water Level	Blows/1.75"	Blows/Foot					Other Tests
								10	20	30	40	50+	
0					Cement Concrete Pavement 6 inches of concrete; fractured; no base course.								
1		1			Fill Loose, moist, dark brown to reddish brown, fine sandy, SILT to silty, fine SAND, some gravel; trace organics; unsorted; light gray silt observed (ML-SM).		10						
2													
3													
4		2			Vashon Lodgement Till Very dense, moist, brownish gray, silty, fine SAND, some gravel; unsorted (SM).		56						
5					No seepage. Vac rate slowed at 4 feet.								
6													
7													

3/1/2024

20230305E001

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Moisture-Density Relationship Report



Test specification: ASTM D 1557-12 Method C Modified
ASTM D4718-15 Oversize Corr. Applied to Each Test Point

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/4 in.	% < No.200
	USCS	AASHTO						
0-5ft			13.0	2.65			17	

ROCK CORRECTED TEST RESULTS		UNCORRECTED	MATERIAL DESCRIPTION
Maximum dry density = 133.3 pcf		128.2 pcf	Light olive brown, silty SAND with gravel
Optimum moisture = 7.9 %		9.3 %	
Project No. 2012-038 T33000 Client: AES Project: MLT for AES- 48th St E Date: 1/30/24 Source of Sample: EB1-6 Sample Number: S-1			Remarks: Specific Gravity Assumed
 			

Figure 1

Figure 1

Tested By: TS Checked By: CM

CBR (California Bearing Ratio) OF LAB COMPACTED SOILS

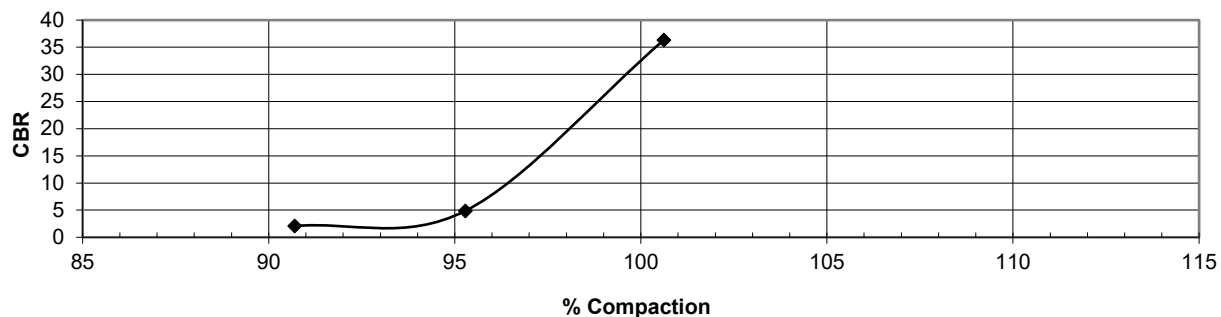
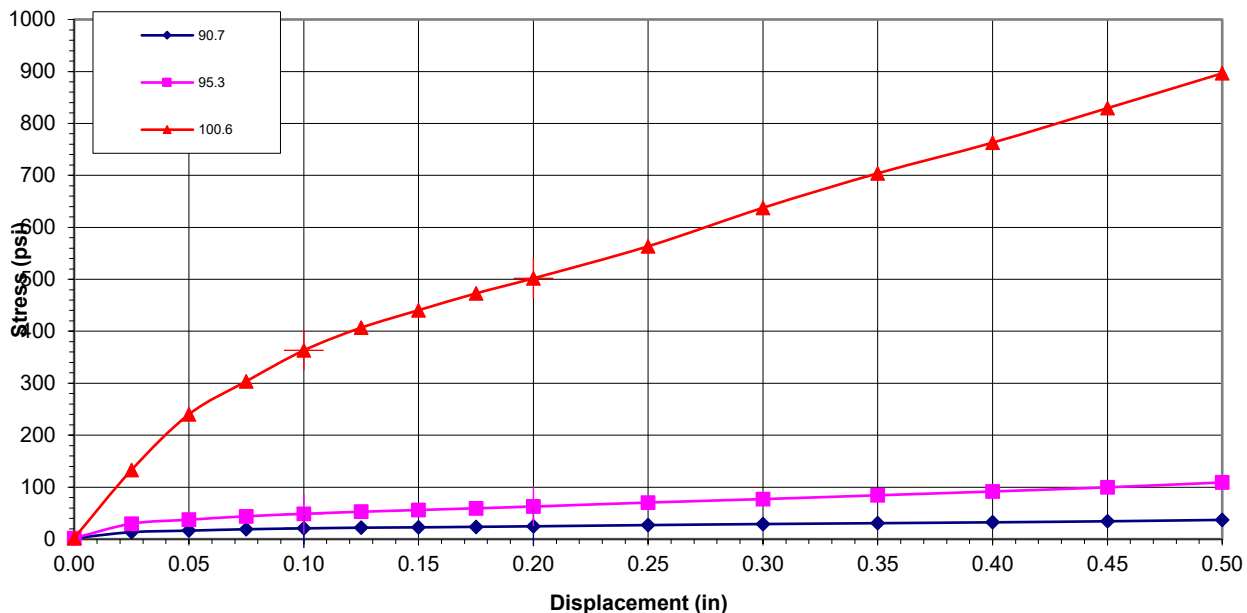
(ASTM D 1883)

CLIENT: **AES**PROJECT: **48th St E Pavement Rehab**PROJECT NO: **2012-038 T3300**Date Sampled: **1/25/2024**

HWA GEOSCIENCES INC.

SAMPLE ID: **S-1**Sampled By: **Client**Tested By: **TS**Date Received: **1/30/2024**Date Tested: **2/2/2024**Material Description: **Light olive brown, silty SAND with gravel**Sample Location: **EB1-6**Compaction Standard: ☐ D698 ☒ D1557 Condition: ☒ Soaked for 96 hrs ☐ UnsoakedMax. Dry Density: **128.2** pcf @ **9.3** % M.C. with **17** % scalped-off on the 3/4" sieve

	Trial 1	Trial 2	Trial 3
Dry Density (pcf)	116.3	122.2	129.0
Percent Compaction	90.7	95.3	100.6
Moisture before Compaction (%)	8.3	8.9	8.5
Moisture after Compaction (%)	8.3	8.9	8.5
Percent Swell (initial ht = 7")	0.1	0.2	0.0
Moisture, after Soaking (%)	14.1	12.9	10.5
Moisture, Top 1", after Soak (%)	13.6	13.2	11.6
Surcharge Weight (lbs)	10	10	10
CBR at 0.1" Penetration	2.1	4.9	36.3
CBR at 0.2" Penetration	1.6	4.2	33.5
CBR Value	2.1	4.9	36.3

REVIEWED BY: **CM**FIGURE: **2**

CBR (California Bearing Ratio) OF LAB COMPACTED SOILS

(ASTM D 1883)

CLIENT: **AES**

PROJECT: **48th St E Pavement Rehab**

PROJECT NO: **2012-038 T3300**

Date Sampled: **1/25/2024**



HWA GEOSCIENCES INC.

SAMPLE ID: **S-1**

Sampled By: **Client**

Tested By: **TS**

Date Received: **1/30/2024**

Date Tested: **2/2/2024**

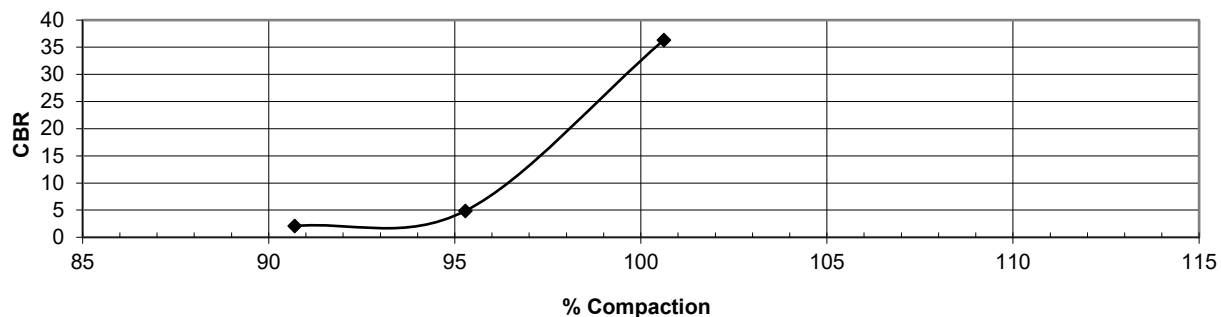
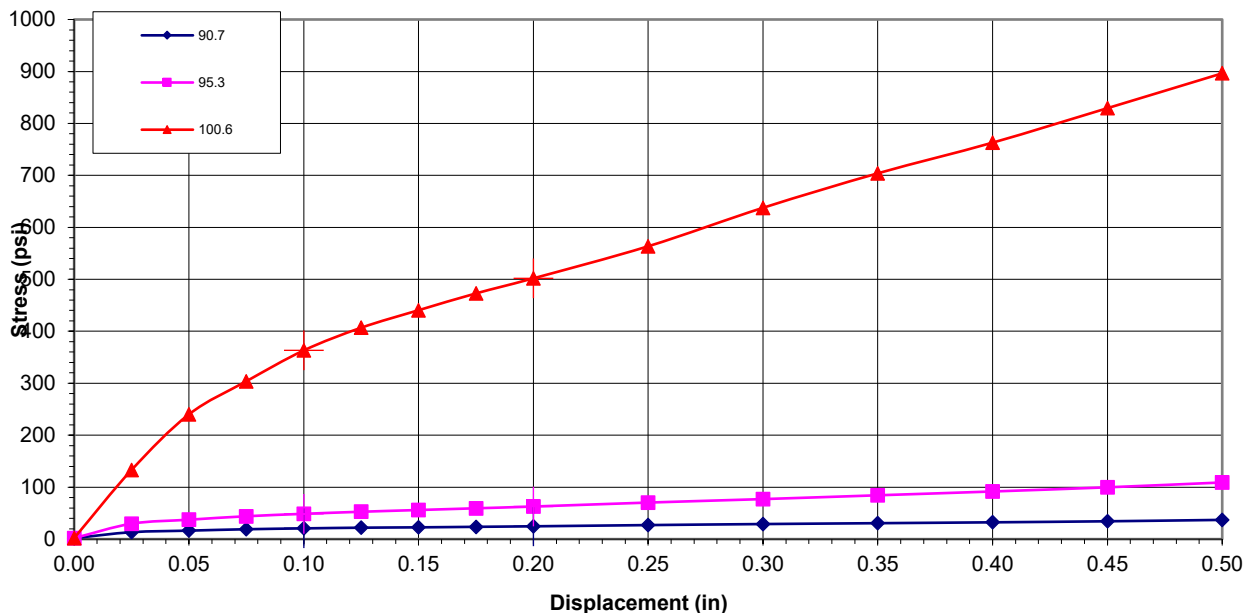
Material Description: **Light olive brown, silty SAND with gravel**

Sample Location: **EB1-6**

Compaction Standard: ☐ D698 ☒ D1557 Condition: ☒ Soaked for 96 hrs ☐ Unsoaked

Max. Dry Density: **128.2** pcf @ **9.3** % M.C. with **17** % scalped-off on the 3/4" sieve

	Trial 1	Trial 2	Trial 3
Dry Density (pcf)	116.3	122.2	129.0
Percent Compaction	90.7	95.3	100.6
Moisture before Compaction (%)	8.3	8.9	8.5
Moisture after Compaction (%)	8.3	8.9	8.5
Percent Swell (initial ht = 7")	0.1	0.2	0.0
Moisture, after Soaking (%)	14.1	12.9	10.5
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Surcharge Weight (lbs)	10	10	10
CBR at 0.1" Penetration	2.1	4.9	36.3
CBR at 0.2" Penetration	1.6	4.2	33.5
CBR Value	2.1	4.9	36.3



REVIEWED BY: **CM**

FIGURE: **2**

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's): Gray & Osborne, Inc.		
Address 1130 Rainier Ave S, Suite 300, Seattle, WA 98144	Federal Aid Number STBGUL-3225(001)	
UBI Number 600-087-932	Federal TIN 91-0890718	
Execution Date	Completion Date 12/31/2026	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☒ Yes ☐ No	
Project Title 48th Street East Preservation		
Description of Work Construction Management for the following: Replace the existing concrete and asphalt surfaces.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: 95,500.00

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Edgewood, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name:	Mr. Chuck Hendricksen	Name:	Mike Johnson, PE
Agency:	City of Edgewood	Agency:	Gray & Osborne, Inc.
Address:	10440 Dom Calata Way East	Address:	1130 Rainier Ave S, Suite 300
City:	Edgewood	City:	Seattle
State:	WA	State:	WA
Zip:	98372	Zip:	98144
Email:	chuck@cityofedgewood.org	Email:	mjohnson@g-o.com
Phone:	(253) 302-0069	Phone:	206-284-0860
Facsimile:	(253) 952-3537	Facsimile:	206-283-3206

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Chuck Hendricksen, PE
Agency: City of Edgewood
Address: 10440 Dom Calata Way East
City: Edgewood State: WA Zip: 98372
Email: chuck@cityofedgewood.org
Phone: (253) 302-0069
Facsimile: (253) 952-3537

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

See Exhibit A

EXHIBIT A

SCOPE OF WORK

CITY OF EDGEWOOD 48TH STREET EAST PRESERVATION CONSTRUCTION MANAGEMENT

Gray and Osborne (Consultant) shall provide construction management services to the City of Edgewood (Agency) for the 48th Street East Preservation (122nd Avenue East to Sumner Heights Drive East).

CONSTRUCTION MANAGEMENT SERVICES

It is the intent of this scope to provide sufficient services for the duration of the contract (60 working days). The Consultant will provide the following tasks:

- | <u>Task No.</u> | <u>Task</u> |
|-----------------|---|
| 1. | Project Management – Construction Management |
| a. | Provide overall project management to include resource allocation management, client contact, and coordination with various project stakeholders including, but not limited to, Agency, Contractor, WSDOT Local Programs, during the construction phase of project. Coordinate with Agency through emails, virtual meetings and in-person meetings. |
| b. | Manage consultant team, comprised of Consultant's staff and testing service. Organize and layout work for Consultant Team. |
| c. | Review monthly expenditures and Consultant Team scope activities. Prepare and submit to the Agency monthly Agency-Provided Progress Reports to be included in invoicing. |
| d. | Prepare and submit reporting required by funding source(s). The Consultant will submit monthly reports on the State's Diversity Management and Compliance System (DMCS). |

Deliverables:

- Monthly invoice and Agency-Provided Progress Report spreadsheet(s) (one hard copy to be mailed to the Agency each month).

- Prepare meeting agendas and meeting notes. Agenda will be submitted to Agency two days before meeting and meeting notes will be submitted two days after meeting.

2. Preconstruction Services

- a. Prepare a Record of Materials (ROM) and a Non Materials Submittal List from the Contract Documents.
- b. Organize and lead the preconstruction conference (prepare and distribute notices, prepare agenda, send out invitations, conduct meeting, and prepare/distribute meeting minutes).
- c. Review Contractor's schedule, and provide comments to the Contractor and Agency.

Deliverables:

- Non Material Submittal list and ROM. Deliver to the Agency within 2 weeks from the bid opening date.
- Preconstruction Conference notice, agenda, minutes, and Contractor's schedule comments. Deliver to Agency the notice and agenda at least 2 days before the preconstruction conference meeting and deliver the minutes and schedule comments no later than 2 days after the preconstruction conference meeting.

3. Contract Administration

- a. Interpret Contract Documents.
- b. Review contractor's schedules for compliance with Contract Documents. Monitor contractor's conformance to schedule and require revised schedules when needed. Advise Agency of any schedule changes.
- c. Monitor and track contractor's notification to the public relative to construction activities and the occupants of property fronting the construction for compliance with Contract Documents. Provide updates to Agency in weekly meetings.
- d. Manage and track submittal process. Provide review for submittal/Request of Material (RAM)/Qualified Product List (QPL)/Certificate of Material Origin (CMO) and other required documentation from funding sources. Update and manage the

Record of Materials (ROM) with submittal information and highlight any known deficiencies. Update Non Material Submittal list and log. Provide updates to Agency in weekly meetings.

- e. Evaluate Contractor's Schedule of Values for lump sum items. Review Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
- f. Track, review, and evaluate Request for Information (RFI) from Contractor. Manage responses to RFIs.
- g. Review and track subcontractor's Request to Sublets and Federal-Aid Project Certifications. Collect, record, and check Contractor's and subcontractor's weekly certified payrolls; review and track statements of intent to pay prevailing wages; conduct wage rate interviews, submit FHWA 1391 and FHWA 1392 forms to Agency, and monitor prevailing wage, and collect Affidavits of Wages Paid at project end for compliance.
- h. DBE Tracking: monitor, via the State's DMCS, and confirm Contractor and DBE subcontractors meet Contract requirements, and conduct DBE on-site review surveys. Notify Agency if Contractor is at risk of not achieving the Condition of Award DBE goal.
- i. Review Daily Inspector's reports (IDR) and check Field Note Records per Agency and WSDOT requirements as well as verify proper signatures are obtained.
- j. Collect Contractor's Traffic Control Supervisor (TCS) certificate prior to TCS working on job site. Review and collect Contractor's daily traffic control diary as prepared per WSDOT requirements.
- k. Prepare monthly progress (pay) payment forms and review with Contractor and Agency. Prepare and review field note records as prepared for quantities paid each month and signatures are obtained from the Inspector and the Contractor. Review payment requests by Contractor and recommend approval, as appropriate.
- l. Lead weekly, in-office or virtual construction meetings with the Contractor, Agency's representative, inspector, various regulatory or funding personnel, utility companies, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: the contract identifies a 60-work day period

for physical completion which equates to 12 weeks, or approximately 12 weekly meetings/site visits by the Project Manager. Prepare weekly meeting agenda and meeting notes. Track outstanding issues on weekly basis. Provide the Agency with brief weekly construction progress reports, highlighting process and advising of issues which are likely to impact cost, schedule, or quality/scope.

- m. Spend up to 8 hours preparing change orders. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Estimate and/or record quality measurements of material, equipment and manpower for determining costs for change orders. Facilitate resolution and represent the Agency's interest in negotiation of change order with the Contractor. Coordinate with WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders and change order documentation in accordance with the LAG Manual. Track force account records and verify appropriate signatures are obtained. Prepare change orders for execution by the Agency and Contractor subject to approval of the Agency and WSDOT.
- n. Material Testing – Review material testing results and arrange for additional testing as needed. Inform Agency and Contractor of failing tests and deficiencies. Hard copy of test reports will be delivered to the Agency at the end of project.
- o. Assist Agency in the investigation of malfunctions or failures during construction.
- p. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized by date. Photographs will be submitted via email or USB.
- q. Conduct punch list walk through and provide punch list to Contractor. Coordinate final inspection with agencies.
- r. Document control – establish and maintain document filing and tracking systems, following Agency guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project. One hard copy of files including records from hard copy originals and electronic records will be kept in the office. Electronic documentation will be stored by consultant and electronic records of files will be submitted to Agency via email or Consultant's FTP if exceed maximum file limits.

Deliverables:

- Weekly construction progress reports.
- Schedule review comments.
- Meeting agenda and notes. Agenda will be submitted to Agency at least 2 days before meeting and notes will be submitted to Agency within 2 days after meeting.
- DBE reviews. Deliver to Agency 2 days upon completion.
- ROM log and supporting documentation. RFI log with review and comments and supporting documentation.
- Request to Sublets, Federal-Aid Project Certifications, Statement of Intent, wage rate interviews, checked weekly certified payrolls, DBE onsite survey, TCS certificates, affidavits of wage paid at project end, monthly progress payment forms, digital photos.
- Force Account Records, including review of labor and equipment rates and proper signatures are obtained.
- Change order(s) and supporting documentation.
- Monthly progress payment forms, signed field note records and supporting documentation.

4. Field Inspection

- a. On-site day-to-day observation services for a total of 20 hours a week by 12 working days to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site.
- b. Prepare and submit Inspector's Daily Report, recording the contractor's operations as actually observed by the Consultant, including quantities of work place that day, contractor's equipment and crew, other pertinent information, and supporting project photos. The number of photos taken for the work in the IDRs shall

not be limited by Consultant. IDRs will be submitted on a daily basis to the Agency.

- c. Prepare Weekly Statement of Working Days Reports.
 - d. Prepare and submit, Weekly Quantity Reports, and Daily Report of Force Account Worked (signed by Inspector and Contractor), wage rate interviews, DBE on-site reviews, and other pertinent documentation per funding requirements. Send consultant information and data needed to prepare field note records.
 - e. Monitor, collect, and document all TCS reports. Monitor certified TCS onsite.
 - f. Establish communication with adjacent property owners and utility companies. Respond to questions from various stakeholders during the course of the project, particularly those visiting the construction site.
 - g. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized by date and include location.
 - h. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor.
 - i. At substantial completion, coordinate with the Agency and prepare a punch list of items to be completed or corrected.
 - j. Coordinate final walk-thru of the project with the Agency, WSDOT Local Programs, Contractor, and Project Manager prior to recommending project acceptance.
 - k. Coordinate material and compaction testing.
5. Material Testing (Krazen & Associates, Inc.)

Krazen & Associates, Inc. will perform material and compaction testing services for the project including the following:

Soil Compaction Testing – The inspector will periodically observe and monitor placement and compaction of all structural fills during mass grading of site/in building pad/pavement areas and in utility trenches. In-place soil densities and moisture contents

will be measured using a nuclear densometer to check for compliance with the compaction specifications. Representative samples of the fill soils will be collected for laboratory testing. Samples of on-site and import fill soils will be tested in accordance with ASTM D1557 (Modified Proctor) to determine the maximum compacted unit weight and optimum soil moisture content for use in compaction testing. Additional testing of the soils samples to confirm compliance with the required physical properties may include: Sieve Analysis (coarse and fine); Atterberg Limits; Hydrometer; Sand Equivalent; CBR; Organic Content. Specific tests that are anticipated to be performed are listed in the Budget Estimate.

Asphalt Compaction Testing – The inspector will continuously witness placement of hot mixed asphaltic concrete to verify adherence to project specifications for each type of asphalt used. The inspector will record ambient and asphalt temperature and results of in place compaction testing using a nuclear densometer. Samples of the asphaltic concrete will be taken every 400 tons of asphalt placed or at least one sample per day for laboratory testing. Laboratory testing will include maximum theoretical density (rice value) and extraction/gradation. Additional laboratory services are available upon request. If request, three cores will be taken after final pavement for pavement thickness evaluation.

Report Preparation – Krazan will process both field and laboratory data. A copy of each report will be emailed on a weekly basis, as a minimum. As required by the ICC, reports will be distributed to the client, the project architect or engineer and to the building official or as directed by the client. Our inspectors will provide immediate verbal notification of field tests and inspection results to your designated on-site representative and the contractor. The inspector will prepare a written report after each inspection prior to leaving the site. Final reports of field inspections and laboratory analysis will be reviewed by the Krazan project manager before subsequent submittal to the project team members.

Project Management – The project manager assigned to this project will track inspection data and costs and provide the project design team with status reports when requested. The project manager will oversee and direct all phases of inspections and supervise and direct all Krazan personnel associated with this project.

6. Project Closeout Services

- a. Prepare final payment form for Agency approving and processing.
- b. Prepare letters of substantial, physical, and final completion.
- c. Assist the Agency in closing out the project, prepare Notice of Completion Form and Final Contract Voucher.
- d. Participate in up to two WSDOT project documentation reviews.
- e. Prepare and sign materials certification form per LAG requirements.
- f. Provide project files to the Agency. Compile and convey final project records, transferring to Agency for archiving at final acceptance of the Project. Records will consist of hard copy originals and electronic records USB drive.

Deliverables:

- Final process payment form.
- Letters of substantial, physical, and final completion will be submitted to Agency within 5 days of completion.
- Project materials Certification Checklist LAG Appendix 52.104 with the completion letter.
- Final records – hard copy and electronic – deliver to Agency within 2 weeks of project completion.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The project has a mandatory DBE goal of 0%.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Edgewood Approved datum:
Horizontal Datum NAD83/2011, WSPCS S Zone, Grid North
Vertical Datum NAVD88

Format: Autodesk, AutoCAD Civil 3D 2020

B. Roadway Design Files

Standard: Washington State Department of Transportation Local Agency Guidelines, June 2021

Format: Autodesk, AutoCAD Civil 3D 2020

C. Computer Aided Drafting Files

Standard: G&O Cad Standards November 2020

Format: Autodesk, AutoCAD Civil 3D 2020

D. Specify the Agency's Right to Review Product with the Consultant

The Agency retains the right to review all deliverables in the Scope of Work shown in Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Exhibit A

II. Any Other Electronic Files to Be Provided

See Exhibit A

III. Methods to Electronically Exchange Data

Transmission: Flash Drive, email or FTP Site

A. Agency Software Suite

Microsoft Office 2016

B. Electronic Messaging System

Microsoft Office Outlook
2016

C. File Transfers Format

Adobe pdf, ZIP files, Microsoft Office: Word (2016), Excel (2016), Project (2016), PowerPoint (2016) Publisher (2016)

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D: Prime Consultant Cost Computation

Project Name: 48th Street E Preservation

Contract Name: Fed. Aid # STBGUL-3225(001)

Consultant: Gray & Osborne, Inc.

Date: September 18, 2025

Employee Function/Title	Principal/PM		Civil Engr		Field Inspector		Engineer in Training		AutoCAD Tech		Tech Specialist		Total
Employee Rate	\$78.00		\$52.50		\$43.00		\$38.50		\$41.00		\$33.00		
Project Rate	\$242.87		\$163.47		\$133.89		\$119.88		\$127.66		\$102.75		
Task	hrs		hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	
1. Project Management - CM	10	\$2,428.70		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,428.70
2. Preconstruction Services	4	\$971.48	8	\$1,307.76	4	\$535.56		\$0.00		\$0.00		\$0.00	\$2,814.80
3. Construction Administration	60	\$14,572.20	90	\$14,712.30		\$0.00	60	\$7,192.80	4	\$510.64	12	\$1,233.00	\$38,220.94
4. Field Inspection		\$0.00		\$0.00	240	\$32,133.60		\$0.00		\$0.00		\$0.00	\$32,133.60
5. Materials Testing (See Exhibit E)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6. Project Closeout	8	\$1,942.96	6	\$980.82	8	\$1,071.12		\$0.00		\$0.00	4	\$411.00	\$4,405.90
Hourly Subtotals	82	\$19,915.34	104	\$17,000.88	252	\$33,740.28	60	\$7,192.80	4	\$510.64	16	\$1,644.00	\$80,003.94
Mgt Res		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Hourly Totals	82	\$19,915.34	104	\$17,000.88	252	\$33,740.28	60	\$7,192.80	4	\$510.64	16	\$1,644.00	\$80,003.94

Fee based on direct labor cost	0.250	\$6,423.54
Overhead	1.8637	\$47,886.23

Actuals not to exceed Table

Labor (Direct Labor plus OH plus Fee)		\$80,003.94	\$25,694.17
Subconsultants			
Krazan & Associates, Inc.		\$12,763.00	
Direct Expenses for mileage 62 miles per trip x 63 trips x \$0.70/mile		\$2,733.06	
Total		\$95,500.00	

Exhibit D: Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:				
Company's Name: Gray & Osborne, Inc.				
Address: 1130 Rainier Ave S, STE 300				
Seattle, WA 98144				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		186.37%	25.00%	
AutoCAD/GIS Tech./Engineering Intern	\$58.00	\$108.09	\$14.50	\$180.59
Electrical Engineer	\$75.00	\$139.78	\$18.75	\$233.53
Structural Engineer	\$75.00	\$139.78	\$18.75	\$233.53
Environmental Tech./Specialist	\$58.00	\$108.09	\$14.50	\$180.59
Engineer-In-Training	\$55.00	\$102.50	\$13.75	\$171.25
Civil Engineer	\$58.00	\$108.09	\$14.50	\$180.59
Project Engineer	\$64.00	\$119.28	\$16.00	\$199.28
Project Manager	\$82.00	\$152.82	\$20.50	\$255.32
Principal-in-Charge	\$82.00	\$152.82	\$20.50	\$255.32
Field Inspector	\$61.00	\$113.69	\$15.25	\$189.94
Field Survey Crew Member	\$49.00	\$91.32	\$12.25	\$152.57
Professional Land Surveyor	\$67.00	\$124.87	\$16.75	\$208.62
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.70 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

EXHIBIT D



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 1, 2025

Gray & Osborne, Inc.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144

Subject: Acceptance FYE 2024 ICR - Risk Assessment Review - Local Agency ONLY

Dear Tory Tanouye:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 186.37%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Jul 1, 2025 08:59 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Attached Exhibit E

Exhibit E: Subconsultant Cost Computation

Project Name: 48th Street East Preservation
Contract Name Fed. Aid # STPGUL-3225(001)
Subconsultant: Krazan and Associates, Inc.
Date: August 29, 2025

Employee					Totals
Function/Title	Project Manager		Soils/Asphalt/Concrete Tech		
Employee Rate	\$35.33		\$30.03		
Project Rate	\$98.25		\$83.51		
Task	hrs		hrs	\$	
Materials Testing	10	\$982.46	80	\$6,680.59	\$7,663.05
Hourly Subtotals	10	\$982.46	80	\$6,680.59	\$7,663.05
					\$0.00
Hourly Totals	10	\$982.46	80	\$6,680.59	\$7,663.05

Fee	0.250
Overhead	1.5308

Actuals not to exceed Table

Labor	\$7,663.05
Direct Expenses (Lab Tests and Mileage)	\$5,100.00
Total	\$12,763.05

EXHIBIT E

Actuals Not To Exceed Table (ANTE) - September 23, 2025

(Using FYE 2023 ICR WSDOT approved on September 11, 2024)

CITY OF EDGEWOOD - 48th STREET PRESERVATION

Krazan and Associates
825 Center Street, Suite A
Tacoma, WA 98409

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		153.08%	25.00%	
Field Technician	\$30.57	\$46.80	\$7.64	\$85.01
Project Manager	\$39.56	\$60.56	\$9.89	\$110.01

EXHIBIT E



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 11, 2024

Krazan & Associates, Inc.
215 W Dakota Ave.
Clovis, CA 93612

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Jodi Ragsdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 153.08%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey
Schatzie Harvey (Sep 12, 2024 06:17 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Edgewood
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Gray & Osborne, Inc.

whose address is

1130 Rainier Ave S, Suite 300, Seattle, WA 98144

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the

City of Edgewood

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Gray & Osborne, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Edgewood

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Edgewood, and Gray & Osborne, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Edgewood

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. 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 (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Gray & Osborne, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant) Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

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 any 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 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 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such 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 sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Gray & Osborne, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of the 48th Street E Preservation Project* are accurate, complete, and current as of **. .

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Gray & Osborne, Inc.

Signature

Title

Date of Execution***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A .

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: certsdesignpro@assuredpartners.com	
License#: 6003745	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A: The Travelers Indemnity Company of Connecticut	25682
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Travelers Casualty and Surety Co of America	31194
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1774236648**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ OCP/XCU/BFPD ☒ Speration Instds GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6808N74449A	9/10/2025	9/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BA8P536892	9/10/2025	9/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP8N747012	9/10/2025	9/10/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6808N74449A	9/10/2025	9/10/2026	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2025	9/10/2026	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
48th St East Preservation CM

CERTIFICATE HOLDER**CANCELLATION**

City of Edgewood
10440 Dom Calata Way E
Edgewood WA 98372

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

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-5) |
| b. | Certification for Federal Aid Contracts | (Page P-6) |
| c. | Non-Collusion Declaration | (Page P-7) |
| d. | Disadvantaged Business Enterprise Utilization
Certification | (Pages P-8 – P-10) |
| e. | DBE Written Confirmation Document | (Page P-11) |
| f. | DBE Bid Item Breakdown Form | (Page P-12 – P-13) |
| g. | DBE Trucking Credit Form | (Page P-14 – P-15) |
| h. | Bidder Questionnaire | (Page P-16) |
| i. | Certification of Compliance with Wage Payment Statutes | (Page P-18) |
| j. | Proposal Signature Page | (Page P-19) |
| k. | Delinquent State Taxes | (Page P-20) |
| l. | Local Agency Proposal Bond | (Page P-21) |

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 C-1 - C-3) |
| b. | Performance Bond | (Page B-1) |
| c. | Public Works Payment Bond | (Page B-2) |
| d. | Certificate of Insurance | |

48TH STREET EAST PRESERVATION

PROPOSAL

City of Edgewood
10440 Dom Calata Way 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**ADDENDUM 1**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Roadway Surveying (1-05.4)	1 LS	\$ <u>15,025.00</u>	\$ <u>15,025.00</u>
2.	SPCC Plan (1-07.15(1))	1 LS	\$ <u>285.00</u>	\$ <u>285.00</u>
3.	Mobilization (1-09.7)	1 LS	\$ <u>45,250.00</u>	\$ <u>45,250.00</u>
4.	Flaggers (1-10.5(2))	1,000 HR	\$ <u>89.50</u>	\$ <u>89,500.00</u>
5.	Other Traffic Control Labor (1-10.5(2))	100 HR	\$ <u>101.00</u>	\$ <u>10,100.00</u>
6.	Construction Signs Class A (1-10.5(2))	340 SF	\$ <u>1.15</u>	\$ <u>391.00</u>
7.	Other Temporary Traffic Control Devices (1-10.5(2))	1 LS	\$ <u>4,485.00</u>	\$ <u>4,485.00</u>
8.	Traffic Control Supervisor (1-10.5(2))	1 LS	\$ <u>26,700.00</u>	\$ <u>26,700.00</u>
9.	Portable Changeable Message Sign (1-10.5(2))	5,040 HR	\$ <u>0.85</u>	\$ <u>4,284.00</u>
10.	Work Zone Safety Contingency (1-10.5(2))	1 EST	\$8,500.00	\$8,500.00
11.	Roadway Excavation, Incl. Haul (2-03.5)	1,600 CY	\$ <u>62.00</u>	\$ <u>99,200.00</u>
12.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	150 CY	\$ <u>43.50</u>	\$ <u>6,525.00</u>
13.	Pothole (2-09.5)	7 EA	\$ <u>925.00</u>	\$ <u>6,475.00</u>
14.	Construction Geogrid for Separation (2-12.5)	6,300 SY	\$ <u>10.15</u>	\$ <u>63,945.00</u>
15.	Crushed Surfacing Base Course (4-04.5)	1,300 TN	\$ <u>44.85</u>	\$ <u>58,305.00</u>
16.	Crushed Surfacing Top Course (4-04.5)	200 TN	\$ <u>94.00</u>	\$ <u>18,800.00</u>
17.	Temporary HMA (5-04.5)	85 TN	\$ <u>87.00</u>	\$ <u>7,395.00</u>

P-2R

PROPOSAL – Continued**ADDENDUM 1**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	1,800 TN	\$ <u>102.00</u>	\$ <u>183,600.00</u>
19.	Job Mix Compliance Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
20.	Compaction Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
21.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ <u>14,360.00</u>	\$ <u>14,360.00</u>
22.	Raised Pavement Marker, Type 2 (8-09.5)	0.5 HD	\$ <u>676.85</u>	\$ <u>338.43</u>
23.	Monument Case and Cover (8-21.5)	3 EA	\$ <u>1,695.00</u>	\$ <u>5,085.00</u>
24.	Paint Line (8-22.5)	5,500 LF	\$ <u>0.60</u>	\$ <u>3,300.00</u>
25.	Plastic Stop Line (8-22.5)	20 LF	\$ <u>16.00</u>	\$ <u>320.00</u>
Subtotal:				\$ <u>472,168.43</u>
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....				\$ <u>0.00</u>
TOTAL CONSTRUCTION COST:				\$ <u>472,168.43</u>

Note: A bid must be received on all items.

STATEMENT OF BIDDER'S QUALIFICATIONSName of Firm: Miles Resources, LLCAddress: 400 Valley Ave NE Puyallup, WA 98372Telephone No. 253.383.3585 Fax No. 253.572.8648Contact Person for this Project: Joseph HarrisonE-mail: Joe.Harrison@milesresources.com

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

16 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
Roadway Excavation, Incl. Haul	\$99,200.00
Pothole	\$6,475.00
Geogrid	\$63,945.00
CSBC	\$58,305.00
CSTC	\$18,800.00
HMA	\$190,995.00
Erosion Control	\$14,360.00
Monuments	\$5,085.00

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 183,696-00;
Unified Business Identifier Number is 602 870 349;
Excise Tax Registration Number is 602 870 349; and
Employment Security Account Number is 000596637000.

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.

SR

DOT Form 272-040A EF
07/2011

P-6R

**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.



**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: **Miles Resources, LLC** 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: **48th Street East Preservation**

[illegible]

Disadvantaged Business Enterprise \$100,825.26 (15%) Total DBE Commitment Dollar Amount \$101,280.00

Condition of Award Contract Goal

Box 3

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

P-8R

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

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

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

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

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal.

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee \%}) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

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

DOT Form 272-056
Revised 03/2018



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

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

[illegible]

Disadvantaged Business Enterprise 356,968.16

Total DBE Commitment Dollar Amount 1,295,250

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



**Washington State
Department of Transportation**

***Disadvantaged Business Enterprise (DBE)
Written Confirmation Document***

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

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

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

PART A: To be completed by the bidder

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

Contract Title: 48th Street East Preservation

Bidder's Business Name: Miles Resources, LLC

DBE's Business Name: TO BE SUBMITTED IN 48 HRS PER WSDOT
SPEC SECTION 1-02.9

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

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

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____



**Washington State
Department of Transportation**

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

1. Contract Number Federal Aid # STPGUL-3225(0001)		2. Contract Name 48th Street East Preservation	
3. Prime Contractor Miles Resources, LLC		4. Prime Contractor Representative Name Joseph Harrison	
5. Prime Contractor Representative Phone Number 253.383.3585		6. Prime Contractor Representative Email Joe.Harrison@milesresources.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)
TO BE SUBMITTED IN 48 HRS PER WSDOT SPEC SECTION 1-02.9							
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

DOT Form 272-054
Revised 09/2020

P-12R



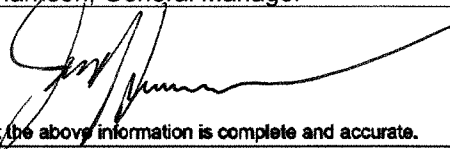
Disadvantaged Business Enterprise (DBE) Trucking Credit Form

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 # STPGUL-3225(0001)	Contract #	Project Name 48th Street East Preservation
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	
	N/A	

Use additional sheets as necessary.

Bidder Miles Resources, LLC		Name/Title (please print) Joseph Harrison, General Manager	
Phone 253.383.3585	Fax 253.572.8648	Signature 	
Address 400 Valley Ave NE Puyallup, WA 98372			
Email Joe.Harrison@milesresources.com		I certify that the above information is complete and accurate.	
		Date 09.10.2025	

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

DBE Firm Name <i>None used</i>		Name/Title (please print)	
Certification Number		Signature	
Phone	Fax		
Address			
Email		I certify that the above information is complete and accurate.	
		Date	

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

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

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

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

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

PROPOSAL - Continued



**Washington State
Department of Transportation**

Bidder Questionnaire

Agency Name City of Edgewood						Federal Aid Number STPGUL-3225(0001)		
Prime Contractor Name Miles Resources, LLC						Contract Number		
Contract Name 48th Street East Preservation								
Firm/ Subcontractor Name	Address (Incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
ACF West Inc	2505 Frank Albert Rd. Fife, WA 98424	Non-DBE	White	Male	423390	Supplier of Erosion & Geosynthetic Materials	30+ Years	\$20-30.72 MM
Advanced Gov. Serv. Traffic Company (AGS)	8644 Pacific Ave Tacoma, WA 98444	Non-DBE	Asian - Pacific American	Female	561990	Traffic Control Service	21 Years	\$10-20 MM
Pavement Surface Control	8203 W Quinault Ave Blvd. A Suite 500, Kennewick, WA 99336	Non-DBE	White	Male	237310	Temporary / Permanent Striping	33 Years	\$20-30.72 MM
T&T Traffic Control LLC	11417 231st St Ave Ct E Buckley, WA 98321	DBE	Black American	Female	561990	Traffic Control	9 Years	\$1-3 MM
The Brothers Tree Service LLC	213 SW Verona Ct Port Orchard, WA 98376	DBE	Black American	Male	561730	Tree Removal Services	4.5 Years	Less Than \$1 MM
Specialized Pavement Marking	11095 SW Industrial Way Tualatin OR 97062	Non-DBE	White	Male	237310	Pavement Marking Remove Pavement	27 Years	Greater than \$30.72 MM
Northwest Linings & Geotextile Products Inc.	20824 77th Ave S Kent, WA 98032	Non-DBE	White	Male	237110	Supply	52 Years	Greater than \$30.72 MM
American Surveying & Environmental LLC	1495 NW Gilman Blvd. 14 Issaquah, WA 98027	Non-DBE	White	Male	541360	Construction Surveying	12 Years	\$1-3 MM
Highway Specialties	PO Box 9094 Brooks, OR 97035	Non-DBE	White	Male	532310	Traffic Control	32 Years	\$10-20 MM
Northwest Traffic Inc.	PO Box 1915 Milton WA 98354	Non-DBE	White	Female	237310	Pavement Marking & Signs	23 Years	\$6-10 MM

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Representative

Joseph Harrison

General Manager

Title

09.10.2025

Date

DOT Form 272-022 Revised 06/2024
• Previous Versions Obsolete •

P-16

PROPOSAL - Continued

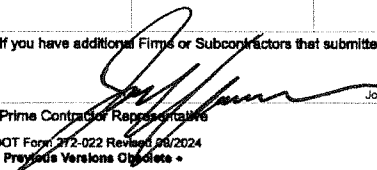


**Washington State
Department of Transportation**

Bidder Questionnaire

Agency Name City of Edgewood						Federal Aid Number STPGUL-3225(0001)		
Prime Contractor Name Miles Resources, LLC						Contract Number		
Contract Name 48th Street East Preservation								
Firm/ Subcontractor Name	Address (Incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
Northline Surveying	1580 Port Dr Burlington, WA 98233	Non-DBE	White	Male	5413701	Roadway Surveying	6 Years	\$1-2 MM
Woodland Industries	10715 66th Ave E Puyallup, WA 98373	Non-DBE	White	Male	561730	Clearing & Grubbing	29 Years	\$1-3 MM
KT Contracting Company Inc	PO Box 9180 Salem, OR 97305	Non-DBE	White	Female	237310	Signage	32 Years	\$3-6 MM

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.


Joseph Harrison
Prime Contractor Representative

General Manager
Title

09.10.2025
Date

DOT Form 312-022 Revised 06/2024
• Previous Versions Obsolete •

Form Instructions

The following information on each firm that submitted a bid is required as part of 49 CFR 26.11(c)(2):

Firm/Subcontractor Name: Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

Address: Enter the date the main address of the firm/subcontractor. Include the zip code.

DBE Status: Enter the DBE status. Options are *DBE* and *Non-DBE*.

Race: Enter the race of the majority Owner. Options are *"Black American"*, *"Hispanic American"*, *"Native American"*, *"Asian-Paci ic American"*, *"Subcontinent Asian American"*, and *"White"*. N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

Gender: Enter the gender of the majority Owner. Options are *"Female"* and *"Male"*. N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

NAICS Codes: Enter the appropriate NAICS Codes for the work the bid was submitted.

Scope of Work: Enter the scope of the work the bid was submitted for.

Firm Age: Enter the age of the Firm.

Firm Gross Receipts: Enter the annual gross receipts. Options are *"Less than \$1 million"*, *"\$1-\$3 million"*, *"\$3-\$6 million"*, *"\$6-\$10 million"*, *"\$10-\$20 million"*, *"\$20-\$30.72 million"*, *"Greater than \$30.72 million"*.

Prime Contractor Representative: The name of the person who filled out the form.

DOT Form 272-022 Revised 09/2024
• Previous Versions Obsolete •

P-17R

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: Miles Resources, LLC

Name of Contractor/Bidder - Print full legal entity name of firm

By:

Signature of authorized person

Joseph Harrison

Print Name of person making certifications for firm

Title:

General Manager

Title of person signing certificate

Place: Puyallup, WA

Print city and state where signed

Date: 09.10.2025

**Local Agency Proposal –
Signature Page**

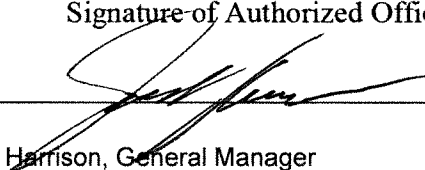
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contain herein.
A proposed guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices 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) 01, _____ & _____

Signature of Authorized Official(s)

Proposal Must Be Signed →



Joseph Harrison, General Manager

Firm Name Miles Resources, LLC

Address 400 Valley Ave NE

Puyallup, WA 98372

State of Washington Contractor's License No. MILESRL897RK

Federal ID No 27-0929518

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

P-19R

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
48TH STREET EAST PRESERVATION**

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.

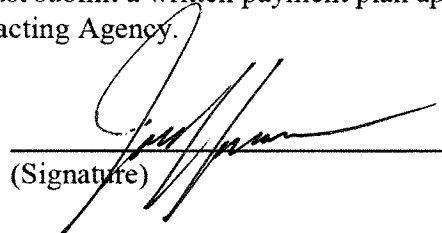
Instructions to Bidders: Check the appropriate box

- ☒ 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.

09.10.2025

(Date)


(Signature)

Joseph Harrison

(Print Name)

General Manager

(Title)

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we, Miles Resources, LLC

of Puyallup, Washington as principal, and the Liberty Mutual Insurance Company 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:

*Massachusetts

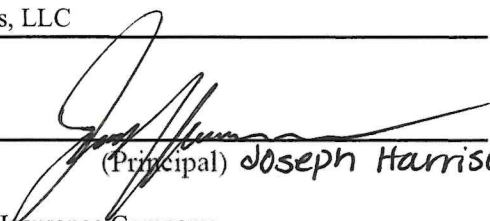
48TH STREET EAST PRESERVATION

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

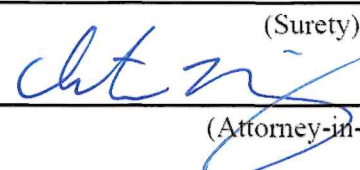
NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by City of Edgewood the within a period of twenty (20) days from and 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 10th day of September, 2025.

Miles Resources, LLC


(Principal) Joseph Harrison

Liberty Mutual Insurance Company

(Surety)

(Attorney-in-fact) Christopher Kinyon

DOT Form 272-001A EF
07/2011



POWER OF ATTORNEY

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

Certificate No: **8214128-023049**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James B. Binder; Charla M. Boadle; Amelia G. Burrill; Brandon K. Bush; Julie A. Craker; Carley Espiritu; Jacob T. Haddock; Brent E. Heilesen; Lindsey Elaine Jorgensen; Aliceon A. Keltner; Christopher Kinyon; Holli Lagerquist; Michael Mansfield; Jamie L. Marques; Kari Michelle Motley; Justin Dean Price; Annelies M. Richie; Tamara A. Ringeisen; Travis J. Robles; Donald Percell Shanklin, Jr.; Edward Sims; Katharine J. Snider; Lois F. Weathers; Sarah Whitaker; Eric A. Zimmerman

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of June, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AUTHORIZATION TO ACT ON BEHALF OF
MILES RESOURCES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

WHEREAS, Miles Resources, LLC (the "Company") is a Washington limited liability company organized for purposes of (among other things) managing and operating business assets used in connection with the Company's construction, paving and related activities;

WHEREAS, all authority to operate the business and affairs of the Company is vested in one or more managers, and the managers of the company are Walt Miles, Lisa Kittilsby, and Tim Kittilsby (hereinafter the "Managers");

WHEREAS, the Managers of the company intend to delegate certain authority relating to the day-to-day operations of the company to the individuals identified below;

NOW THEREFORE, be it resolved as follows:

RESOLVED, that the Managers hereby delegate a portion of their authority to the "Operations Managers: of the Company named below;

RESOLVED, that each of the Operations Managers, acting individually, shall have the power and authority to manage the day-to-day business of the company. Without limiting the generality of the foregoing, the Operations Managers shall have the power and authority to negotiate and enter into contracts on behalf of the Company, sign documents relating to such contracts, and to engage in any other acts related to the Company's day-to-day operations;

For the purpose of execution of the Authorization, a facsimile or electronically scanned signature shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement.

SIGNED and EFFECTIVE this 1st day of June, 2023

MILES RESOURCES, LLC



By: Walt Miles
Its: Manager and Member



By: Lisa Kittilsby
Its: Manager and Member



By: Tim Kittilsby
Its: Manager

OPERATIONS MANAGERS



Joseph Harrison
General Manager



Cheryl Ratfield
Controller/Operations Manager

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

251
MILES RESOURCES LLC
400 VALLEY AVE NE
PUYALLUP WA 98372

MILES RESOURCES LLC

Reg: CC MILESRL897RK
UBI: 602-870-349

Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL

Effective Date: 12/12/2011
Expiration Date: 12/12/2025

	BIDDER			ENGINEER'S ESTIMATE		MILES RESOURCES, LLC		PUGET PAVING & CONSTRUCTION, INC.		TUCCI & SONS, LLC		MIKE MCCLUNG CONSTRUCTION CO.	
	BIDDER ADDRESS					400 Valley Avenue NE Puyallup, WA 98372		10910 26th Avenue South Lakewood, WA 98499		4224 Waller Road Tacoma, WA 98443		P.O. Box 1189 Buckley, WA 98321	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					183,696-00		390,225-00		700,260-00		032,783-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					MILESRL897RK		PUGETPC191LS		TUCCIS*379N0		MIKEMCC981KB	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Roadway Surveying	1	LS	\$8,000.00	\$8,000.00	\$15,025.00	\$15,025.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	SPCC Plan	1	LS	\$500.00	\$500.00	\$285.00	\$285.00	\$300.00	\$300.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
3	Mobilization	1	LS	\$25,100.00	\$25,100.00	\$45,250.00	\$45,250.00	\$100,000.00	\$100,000.00	\$60,350.00	\$60,350.00	\$80,000.00	\$80,000.00
4	Flaggers	1,000	HR	\$75.00	\$75,000.00	\$89.50	\$89,500.00	\$75.00	\$75,000.00	\$90.00	\$90,000.00	\$75.00	\$75,000.00
5	Other Traffic Control Labor	100	HR	\$75.00	\$7,500.00	\$101.00	\$10,100.00	\$79.00	\$7,900.00	\$96.00	\$9,600.00	\$75.00	\$7,500.00
6	Construction Signs Class A	340	SF	\$15.00	\$5,100.00	\$1.15	\$391.00	\$25.00	\$8,500.00	\$50.00	\$17,000.00	\$35.00	\$11,900.00
7	Other Temporary Traffic Control Devices	1	LS	\$3,500.00	\$3,500.00	\$4,485.00	\$4,485.00	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$12,000.00	\$12,000.00
8	Traffic Control Supervisor	1	LS	\$7,000.00	\$7,000.00	\$26,700.00	\$26,700.00	\$31,500.00	\$31,500.00	\$22,000.00	\$22,000.00	\$45,000.00	\$45,000.00
9	Portable Changeable Message Sign	5,040	HR	\$2.00	\$10,080.00	\$0.85	\$4,284.00	\$5.00	\$25,200.00	\$5.00	\$25,200.00	\$3.00	\$15,120.00
10	Work Zone Safety Contingency	1	EST	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
11	Roadway Excavation, Incl. Haul	1,600	CY	\$40.00	\$64,000.00	\$62.00	\$99,200.00	\$56.00	\$89,600.00	\$55.00	\$88,000.00	\$60.00	\$96,000.00
12	Unsuitable Foundation Excavation, Incl. Haul	150	CY	\$65.00	\$9,750.00	\$43.50	\$6,525.00	\$56.00	\$8,400.00	\$85.00	\$12,750.00	\$65.00	\$9,750.00
13	Pothole	7	EA	\$700.00	\$4,900.00	\$925.00	\$6,475.00	\$800.00	\$5,600.00	\$250.00	\$1,750.00	\$800.00	\$5,600.00
14	Construction Geogrid for Separation	6,300	SY	\$4.00	\$25,200.00	\$10.15	\$63,945.00	\$7.75	\$48,825.00	\$7.00	\$44,100.00	\$8.00	\$50,400.00
15	Crushed Surfacing Base Course	1,300	TN	\$37.00	\$48,100.00	\$44.85	\$58,305.00	\$36.00	\$46,800.00	\$52.00	\$67,600.00	\$65.00	\$84,500.00
16	Crushed Surfacing Top Course	200	TN	\$37.00	\$7,400.00	\$94.00	\$18,800.00	\$88.00	\$17,600.00	\$135.00	\$27,000.00	\$75.00	\$15,000.00
17	Temporary HMA	85	TN	\$130.00	\$11,050.00	\$87.00	\$7,395.00	\$100.00	\$8,500.00	\$135.00	\$11,475.00	\$200.00	\$17,000.00
18	HMA Cl. 1/2" PG 58H-22	1,800	TN	\$112.00	\$201,600.00	\$102.00	\$183,600.00	\$105.00	\$189,000.00	\$119.00	\$214,200.00	\$140.00	\$252,000.00
19	Job Mix Compliance Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Compaction Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	Erosion Control and Water Pollution Prevention	1	LS	\$10,000.00	\$10,000.00	\$14,360.00	\$14,360.00	\$6,000.00	\$6,000.00	\$8,200.00	\$8,200.00	\$2,500.00	\$2,500.00
22	Raised Pavement Marker, Type 2	0.5	HD	\$1,800.00	\$900.00	\$676.85	\$338.43	\$3,400.00	\$1,700.00	\$670.00	\$335.00	\$800.00	\$400.00
23	Monument Case and Cover	3	EA	\$1,000.00	\$3,000.00	\$1,695.00	\$5,085.00	\$1,140.00	\$3,420.00	\$1,800.00	\$5,400.00	\$800.00	\$2,400.00
24	Paint Line	5,500	LF	\$0.55	\$3,025.00	\$0.60	\$3,300.00	\$1.25	\$6,875.00	\$0.60	\$3,300.00	\$2.00	\$11,000.00
25	Plastic Stop Line	20	LF	\$20.00	\$400.00	\$16.00	\$320.00	\$85.00	\$1,700.00	\$15.00	\$300.00	\$25.00	\$500.00
	Subtotal				\$536,105.00		\$672,168.43		\$698,420.00		\$772,310.00		\$813,070.00
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$536,105.00		\$672,168.43		\$698,420.00		\$772,310.00		\$813,070.00

	BIDDER			SASCON, LLC		SOUND PACIFIC CONSTRUCTION, LLC		NORTHWEST CASCADE, INC.		CMP DEVELOPMENT CORP. DBA ICON MATERIALS			
	BIDDER ADDRESS			20211 SE 210th Street Maple Valley, WA 98038		6708 144th Street NW, Suite A Gig Harbor, WA 98332		P.O. Box 73399 Puyallup, WA 98373		1508 Valentine Avenue SE Pacific, WA 98047			
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.			236,904-01		626,238-00		265,081-00		700,174-00			
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER			SASCOL*801KF		SOUNDPC842J8		NORTHCI148BG		ICONM**982CF			
	BID BOND OR OTHER GOOD FAITH TOKEN			5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND			
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	Roadway Surveying	1	LS	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00		
2	SPCC Plan	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00		
3	Mobilization	1	LS	\$84,000.00	\$84,000.00	\$83,000.00	\$83,000.00	\$90,000.00	\$90,000.00	\$87,000.00	\$87,000.00		
4	Flaggers	1,000	HR	\$85.00	\$85,000.00	\$100.00	\$100,000.00	\$88.00	\$88,000.00	\$104.00	\$104,000.00		
5	Other Traffic Control Labor	100	HR	\$175.00	\$17,500.00	\$105.00	\$10,500.00	\$93.00	\$9,300.00	\$112.00	\$11,200.00		
6	Construction Signs Class A	340	SF	\$65.00	\$22,100.00	\$60.00	\$20,400.00	\$55.00	\$18,700.00	\$70.00	\$23,800.00		
7	Other Temporary Traffic Control Devices	1	LS	\$60,000.00	\$60,000.00	\$55,000.00	\$55,000.00	\$52,000.00	\$52,000.00	\$60,000.00	\$60,000.00		
8	Traffic Control Supervisor	1	LS	\$10,000.00	\$10,000.00	\$65,000.00	\$65,000.00	\$30,000.00	\$30,000.00	\$48,000.00	\$48,000.00		
9	Portable Changeable Message Sign	5,040	HR	\$5.50	\$27,720.00	\$5.00	\$25,200.00	\$5.00	\$25,200.00	\$5.50	\$27,720.00		
10	Work Zone Safety Contingency	1	EST	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00		
11	Roadway Excavation, Incl. Haul	1,600	CY	\$80.00	\$128,000.00	\$65.00	\$104,000.00	\$80.00	\$128,000.00	\$84.00	\$134,400.00		
12	Unsuitable Foundation Excavation, Incl. Haul	150	CY	\$30.00	\$4,500.00	\$55.00	\$8,250.00	\$50.00	\$7,500.00	\$108.00	\$16,200.00		
13	Pothole	7	EA	\$600.00	\$4,200.00	\$500.00	\$3,500.00	\$550.00	\$3,850.00	\$825.00	\$5,775.00		
14	Construction Geogrid for Separation	6,300	SY	\$3.00	\$18,900.00	\$2.50	\$15,750.00	\$8.25	\$51,975.00	\$11.00	\$69,300.00		
15	Crushed Surfacing Base Course	1,300	TN	\$50.00	\$65,000.00	\$50.00	\$65,000.00	\$51.00	\$66,300.00	\$65.00	\$84,500.00		
16	Crushed Surfacing Top Course	200	TN	\$50.00	\$10,000.00	\$60.00	\$12,000.00	\$51.00	\$10,200.00	\$175.00	\$35,000.00		
17	Temporary HMA	85	TN	\$155.00	\$13,175.00	\$260.00	\$22,100.00	\$195.00	\$16,575.00	\$221.00	\$18,785.00		
18	HMA Cl. 1/2" PG 58H-22	1,800	TN	\$140.00	\$252,000.00	\$120.00	\$216,000.00	\$146.00	\$262,800.00	\$133.00	\$239,400.00		
19	Job Mix Compliance Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
20	Compaction Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
21	Erosion Control and Water Pollution Prevention	1	LS	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00	\$12,600.00	\$12,600.00	\$18,000.00	\$18,000.00		
22	Raised Pavement Marker, Type 2	0.5	HD	\$650.00	\$325.00	\$700.00	\$350.00	\$660.00	\$330.00	\$780.00	\$390.00		
23	Monument Case and Cover	3	EA	\$3,000.00	\$9,000.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$975.00	\$2,925.00		
24	Paint Line	5,500	LF	\$0.70	\$3,850.00	\$1.00	\$5,500.00	\$0.60	\$3,300.00	\$0.70	\$3,850.00		
25	Plastic Stop Line	20	LF	\$18.00	\$360.00	\$15.00	\$300.00	\$15.50	\$310.00	\$18.00	\$360.00		
	Subtotal				\$843,130.00		\$848,950.00		\$905,640.00		\$1,017,905.00		
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		
	TOTAL CONSTRUCTION COST				\$843,130.00		\$848,950.00		\$905,640.00		\$1,017,905.00		
	Sealed bids were opened at the City of Edgewood City Hall, 10440 Dom Calata Way East, Edgewood, Washington 98372 on Wednesday, September 10, 2025, at 11:00 a.m. (local time).												
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.												
	TANI STAFFORD, P.E.												

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

48TH STREET EAST PRESERVATION
FEDERAL AID NO. STPGUL-3225(001)

G&O #24596.01
JULY 2025



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

48TH STREET EAST PRESERVATION
FEDERAL AID NO. STPGUL-3225(001)



7-18-2025

G&O #24596.01
JULY 2025

Approved for Construction:

City of Edgewood

7-18-2025

Date



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CALL FOR BIDS

CITY OF EDGEWOOD

48TH STREET EAST PRESERVATION ENGINEER'S ESTIMATE \$638,345

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 Wednesday, September 10, 2025, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the 48th Street East Preservation.

The project includes pavement preservation improvements on 48th Street East between 122nd Avenue East and Sumner Heights Drive East, including excavation, concrete panel removal, pavement reconstruction, construction geotextile, permanent signing, pavement marking, surface restoration, traffic control and other related work items.

The Work shall be physically complete within 60 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" 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 for this project are available free-of-charge at the following website: <https://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 15%. 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 City.

(Signed) **JILL SCHWERZLER-HERRERA**
CITY CLERK

Daily Journal of Commerce Publish: August 15, 2025 and August 22, 2025

Tacoma News Tribune Publish: August 20, 2025 and August 27, 2025

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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-5)
- b. Certification for Federal Aid Contracts (Page P-6)
- c. Non-Collusion Declaration (Page P-7)
- d. Disadvantaged Business Enterprise Utilization Certification (Pages P-8 – P-10)
- e. DBE Written Confirmation Document (Page P-11)
- f. DBE Bid Item Breakdown Form (Page P-12 – P-13)
- g. DBE Trucking Credit Form (Page P-14 – P-15)
- h. Bidder Questionnaire (Page P-16)
- i. Certification of Compliance with Wage Payment Statutes (Page P-18)
- j. Proposal Signature Page (Page P-19)
- k. Delinquent State Taxes (Page P-20)
- l. Local Agency Proposal Bond (Page P-21)

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 C-1 - C-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance

48TH STREET EAST PRESERVATION

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.	Roadway Surveying (1-05.4)	1	LS	\$ _____	\$ _____
2.	SPCC Plan (1-07.15(1))	1	LS	\$ _____	\$ _____
3.	Mobilization (1-09.7)	1	LS	\$ _____	\$ _____
4.	Flaggers (1-10.5(2))	1,000	HR	\$ _____	\$ _____
5.	Other Traffic Control Labor (1-10.5(2))	100	HR	\$ _____	\$ _____
6.	Construction Signs Class A (1-10.5(2))	340	SF	\$ _____	\$ _____
7.	Other Temporary Traffic Control Devices (1-10.5(2))	1	LS	\$ _____	\$ _____
8.	Traffic Control Supervisor (1-10.5(2))	1	LS	\$ _____	\$ _____
9.	Portable Changeable Message Sign (1-10.5(2))	5,040	HR	\$ _____	\$ _____
10.	Work Zone Safety Contingency (1-10.5(2))	1	EST	\$8,500.00	\$8,500.00
11.	Roadway Excavation, Incl. Haul (2-03.5)	2,140	CY	\$ _____	\$ _____
12.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	150	CY	\$ _____	\$ _____
13.	Pothole (2-09.5)	7	EA	\$ _____	\$ _____
14.	Construction Geogrid for Separation (2-12.5)	6,300	SY	\$ _____	\$ _____
15.	Crushed Surfacing Base Course (4-04.5)	1,300	TN	\$ _____	\$ _____
16.	Crushed Surfacing Top Course (4-04.5)	200	TN	\$ _____	\$ _____
17.	Temporary HMA (5-04.5)	85	TN	\$ _____	\$ _____

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	2,520 TN	\$ _____	\$ _____
19.	Job Mix Compliance Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
20.	Compaction Price Adjustment (5-04.5)	1 CALC	\$0.00	\$0.00
21.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ _____	\$ _____
22.	Raised Pavement Marker, Type 2 (8-09.5)	0.5 HD	\$ _____	\$ _____
23.	Monument Case and Cover (8-21.5)	3 EA	\$ _____	\$ _____
24.	Paint Line (8-22.5)	5,500 LF	\$ _____	\$ _____
25.	Plastic Stop Line (8-22.5)	20 LF	\$ _____	\$ _____
Subtotal:				\$ _____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....				\$ _____ 0.00
TOTAL CONSTRUCTION COST:				\$ _____

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

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

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

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 _____;
Unified Business Identifier Number is _____;
Excise Tax Registration Number is _____; and
Employment Security Account Number is _____.

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



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: _____ 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:

[illegible]

Disadvantaged Business Enterprise _____
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount _____

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

PROPOSAL - Continued

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

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

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

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

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal.

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee } \%) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

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

PROPOSAL - Continued



Disadvantaged Business Enterprise Utilization Certification

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

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

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

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

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

Total DBE Commitment Dollar Amount 1,295,250
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

PROPOSAL - Continued



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

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

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

PROPOSAL - Continued



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

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

Column 1 Name of UDBE (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)
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

PROPOSAL - Continued

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

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.



Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

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

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

Use additional sheets as necessary.

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

PROPOSAL - Continued

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

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

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

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

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

PROPOSAL - Continued



**Washington State
Department of Transportation**

Bidder Questionnaire

Agency Name						Federal Aid Number		
Prime Contractor Name						Contract Number		
Contract Name								
Firm/ Subcontractor Name	Address (Incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Representative

Title

Date

DOT Form 272-022 Revised 09/2024

• Previous Versions Obsolete •

PROPOSAL - Continued

Form Instructions

The following information on each firm that submitted a bid is required as part of part of 49 CFR 26.11(c)(2):

Firm/Subcontractor Name: Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

Address: Enter the date the main address of the firm/subcontractor. Include the zip code.

DBE Status: Enter the DBE status. *Options are DBE and Non-DBE.*

Race: Enter the race of the majority Owner. *Options are "Black American", "Hispanic American", "Native American", "Asian-Pacific American", "Subcontinent Asian American", and "White".* N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

Gender: Enter the gender of the majority Owner. *Options are "Female" and "Male".* N/A should only be used if there is not a majority owner such as when the Firm is a corporation.

NAICS Codes: Enter the appropriate NAICS Codes for the work the bid was submitted.

Scope of Work: Enter the scope of the work the bid was submitted for.

Firm Age: Enter the age of the Firm.

Firm Gross Receipts: Enter the annual gross receipts. *Options are "Less than \$1 million", "\$1-\$3 million", "\$3-\$6 million", "\$6-\$10 million", "\$10-\$20 million", "\$20-\$30.72 million", "Greater than \$30.72 million".*

Prime Contractor Representative: The name of the person who filled out the form.

PROPOSAL - Continued



**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: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

PROPOSAL - 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) _____, _____ & _____

Signature of Authorized Official(s)

Proposal Must Be Signed →

Firm Name

Address

State of Washington Contractor's License No. _____

Federal ID No _____

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.

PROPOSAL - Continued

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
48TH STREET EAST PRESERVATION**

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.

(Date)

(Signature)

(Print Name)

(Title)

PROPOSAL - Continued

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the
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:

48TH STREET EAST PRESERVATION

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 _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

DOT Form 272-001A EF
07/2011

PART 2

AGREEMENT AND BONDS

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 48th Street East Preservation 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 48th Street East Preservation 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 EDGEWOOD, WA

Bond No. _____

CITY OF EDGEWOOD, Washington, (City) has awarded to _____ (Principal), a Contract for the construction of the project designated as 48th Street East Preservation 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 _____

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
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- 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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

PART 4

SPECIAL PROVISIONS

DIVISION 1

GENERAL REQUIREMENTS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 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 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 WSDOTGSP)

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

1. *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
2. *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, 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 pavement preservation improvements on 48th Street East between 122nd Avenue East and Sumner Heights Drive East, including the installation of storm system improvements, excavation, concrete panel removal, pavement reconstruction, construction geotextile, permanent signing, pavement marking, 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

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

(November 25, 2024 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, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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

(November 20, 2023 WSDOT GSP, Opt 2)

The fourth and fifth paragraphs of this Section are deleted.

(September 3, 2024 WSDOT GSP, OPT3.GR1)

The Bidder shall submit the following supplemental documents with the Bid in accordance with Section 1-02.9:

1. Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056).
2. DBE Written Confirmation Form (WSDOT Form 422-031) - For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.
3. Good Faith Effort Documentation - Bidder must submit good faith effort documentation with the Disadvantaged Business Enterprise Utilization Certification only in the event the Bidder's efforts to solicit sufficient DBE participation have been unsuccessful.
4. DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

SPECIAL PROVISIONS - Continued

1 (September 3, 2024 WSDOT GSP, OPT7.GR1)

2 **Bidder Questionnaire**

3

4 The Bidder shall submit with their Bid a completed Bidder Questionnaire
5 form (WSDOT Form #272-022). This shall be filled out for each firm who
6 submitted a bid or quote in attempt to participate in the project whether they
7 were successful or not and include the following information:

8

9 1. Firm name;

10

11 2. Firm address including ZIP code;

12

13 3. Firm's status as a DBE or non-DBE;

14

15 4. Race and gender information for the firm's majority owner;

16

17 5. NAICS code applicable to each scope of work the firm sought to
18 perform in its bid;

19

20 6. Age of the firm; and

21

22 7. The annual gross receipts of the firm. The Bidder may obtain this
23 information by asking each firm to indicate into what gross receipts
24 bracket they fit (less than \$1 million; \$1-3 million; \$3-6 million;
25 \$6-10 million; etc.) rather than requesting an exact figure from the
26 firm.

27

28 Failure to return this completed form as part of the Bid Proposal package
29 will cause this Bid to be considered irregular in accordance with
30 Section 1-02.13. A copy of this form is included in the Proposal Forms.

31

32 **1-02.7 Bid Deposit**

33 *(March 8, 2013 APWA GSP)*

34

35 Supplement this Section with the following:

36

37 Bid bonds shall contain the following:

38

39 1. Contracting Agency-assigned number for the project;

40

41 2. Name of the project;

42

43 3. The Contracting Agency named as obligee;

44

SPECIAL PROVISIONS - Continued

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

(April 22, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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

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

- DBE Utilization Certification
- DBE Written Confirmation Document (from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation (if applicable)
- DBE Bid Item Breakdown

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

SPECIAL PROVISIONS - Continued

1 specified, or received in a location other than that specified in the Call for
2 Bids.

3
4 If an emergency or unanticipated event interrupts normal work processes
5 of the Contracting Agency so that Proposals cannot be received at the office
6 designated for receipt of bids as specified in Section 1-02.12 the time
7 specified for receipt of the Proposal will be deemed to be extended to the
8 same time of day specified in the solicitation on the first work day on which
9 the normal work processes of the Contracting Agency resume.

10
11 Supplemental bid information submitted after the Proposal submittal but
12 within 48 hours of the time specified for receipt of Proposals, shall be
13 submitted in a sealed envelope labeled the same as for the Proposal, with
14 "Supplemental Information" added.

DBE DOCUMENT SUBMITTAL REQUIREMENTS

DBE Utilization Certification (WSDOT Form 272-056)

15
16
17
18 The DBE Utilization Certification shall be received at the same
19 location and no later than the time required for delivery of the
20 Proposal. The Contracting Agency will not open or consider any
21 Proposal when the DBE Utilization Certification is received after the
22 time specified for receipt of Proposals or received in a location other
23 than that specified for receipt of Proposals. The DBE Utilization
24 Certification may be submitted in the same envelope as the Bid
25 deposit.
26

DBE Written Confirmation Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

27
28
29
30
31 The DBE Written Confirmation Documents and/or GFE
32 Documentation are not required to be submitted with the Proposal.
33 The DBE Written Confirmation Document(s) and/or GFE
34 Documentation (if applicable) shall be received either with the Bid
35 Proposal or as a Supplement to the Bid. Written Confirmation and/or
36 GFE Documentation shall be received no later than 48 hours (not
37 including Saturdays, Sundays and Holidays) after the time for
38 delivery of the Proposal. To be considered responsive, Bidders shall
39 submit a Written Confirmation Document from each DBE firm listed
40 on the Bidder's completed DBE Utilization Certification and/or the
41 GFE Documentation as required by Section 1-02.6.
42
43

DBE Bid Item Breakdown Form (WSDOT Form 272-054)

The DBE Bid Item Breakdown 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, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

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

Delete this Section, and replace it with the following:

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

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

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

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

SPECIAL PROVISIONS - Continued

1-02.13 Irregular Proposals

(September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

- A Proposal will be considered irregular and will be rejected if:
 1. The Bidder is not prequalified when so required;
 2. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 3. A price per unit cannot be determined from the Bid Proposal;
 4. The Proposal form is not properly executed;
 5. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 6. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 7. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 8. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 9. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

SPECIAL PROVISIONS - Continued

10. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

• A Proposal may be considered irregular and may be rejected if:

1. The Proposal does not include a unit price for every Bid item;
 2. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 3. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 4. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 5. Receipt of Addenda is not acknowledged;
 6. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

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

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.

SPECIAL PROVISIONS - Continued

1. **Delinquent State Taxes**

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

2. **Federal Debarment**

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

3. **Subcontractor Responsibility**

- A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

1 4. **Claims Against Retainage and Bonds**

2
3 A Criterion: The Bidder shall not have a record of excessive
4 claims filed against the retainage or payment bonds for public
5 works projects in the three years prior to the bid submittal
6 date, that demonstrate a lack of effective management by the
7 Bidder of making timely and appropriate payments to its
8 subcontractors, suppliers, and workers, unless there are
9 extenuating circumstances and such circumstances are
10 deemed acceptable to the Contracting Agency.

11
12 B. Documentation: The Bidder, if and when required as detailed
13 below, shall submit a list of the public works projects
14 completed in the three years prior to the bid submittal date
15 that have had claims against retainage and bonds and include
16 for each project the following information:

- 17
18 a. Name of project
19 b. The owner and contact information for the owner;
20 c. A list of claims filed against the retainage and/or
21 payment bond for any of the projects listed;
22 d. A written explanation of the circumstances surrounding
23 each claim and the ultimate resolution of the claim.

24
25 5. **Public Bidding Crime**

26
27 A Criterion: The Bidder and/or its owners shall not have been
28 convicted of a crime involving bidding on a public works
29 contract in the five years prior to the bid submittal date.

30
31 B. Documentation: The Bidder, if and when required as detailed
32 below, shall sign a statement (on a form to be provided by the
33 Contracting Agency) that the Bidder and/or its owners have
34 not been convicted of a crime involving bidding on a public
35 works contract.

36
37 6. **Termination for Cause / Termination for Default**

38
39 A Criterion: The Bidder shall not have had any public works
40 contract terminated for cause or terminated for default by a
41 government agency in the five years prior to the bid submittal
42 date, unless there are extenuating circumstances and such
43 circumstances are deemed acceptable to the Contracting
44 Agency.

SPECIAL PROVISIONS - Continued

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

8
9 7. **Lawsuits**

- 10
11 A Criterion: The Bidder shall not have lawsuits with judgments
12 entered against the Bidder in the five years prior to the bid
13 submittal date that demonstrate a pattern of failing to meet the
14 terms of contracts, unless there are extenuating
15 circumstances and such circumstances are deemed
16 acceptable to the Contracting Agency

- 17
18 B. Documentation: The Bidder, if and when required as detailed
19 below, shall sign a statement (on a form to be provided by the
20 Contracting Agency) that the Bidder has not had any lawsuits
21 with judgments entered against the Bidder in the five years
22 prior to the bid submittal date that demonstrate a pattern of
23 failing to meet the terms of contracts, or shall submit a list of
24 all lawsuits with judgments entered against the Bidder in the
25 five years prior to the bid submittal date, along with a written
26 explanation of the circumstances surrounding each such
27 lawsuit. The Contracting Agency shall evaluate these
28 explanations to determine whether the lawsuits demonstrate
29 a pattern of failing to meet of terms of construction related
30 contracts

31
32 As evidence that the Bidder meets the Supplemental Criteria stated above,
33 the apparent low Bidder must submit to the Contracting Agency by 12:00
34 P.M. (noon) of the second business day following the bid submittal deadline,
35 a written statement verifying that the Bidder meets the supplemental criteria
36 together with supporting documentation (sufficient in the sole judgment of
37 the Contracting Agency) demonstrating compliance with the Supplemental
38 Criteria. The Contracting Agency reserves the right to request further
39 documentation as needed from the low Bidder and documentation from
40 other Bidders as well to assess Bidder responsibility and compliance with
41 all bidder responsibility criteria. The Contracting Agency also reserves the
42 right to obtain information from third-parties and independent sources of
43 information concerning a Bidder's compliance with the mandatory and
44 supplemental criteria, and to use that information in their evaluation. The

SPECIAL PROVISIONS - Continued

Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount

SPECIAL PROVISIONS - Continued

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

1-03.3 Execution of Contract

(July 8, 2024 APWA GSP Option B)

This section is supplemented with the following:

No later than 5 calendar days after the Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included as part of the executed Contract.

DBE Trucking Credit Forms shall be submitted to ORegionOEO@wsdot.gov and in one of the following ways:

1. By Email: chuck@cityofedgewood.org
2. By Mail to: Attn: Chuck Hendricksen, Public Works Director, City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, or
3. By: Hand delivery to the front desk at the City Hall, City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 before 5:00 p.m.

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

SPECIAL PROVISIONS - Continued

performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

SPECIAL PROVISIONS - Continued

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
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SPECIAL PROVISIONS - Continued

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

1-05.1 Authority of the Engineer

1-05.1(2) Requests for Information (RFI)

The fourth paragraph of Section 1-05.1(2) is revised to read:

(November 4, 2024, WSDOT GSP, 1-05.1(2).Opt1.2026.GR1)

The Contractor may submit a RFI for one of the following reasons:

1. The Contractor believes there is information missing from the Contract Documents (Missing Information).
2. The Contractor believes a clarification of one or more of the Contract requirements is necessary (Clarification).
3. The Contractor needs to substitute a material that provides an equal or better level of performance as the one specified in the Contract (RFC - Material Substitution). Requests shall indicate the location(s), quantity, and shall describe how the material provides an equal or better level of performance as the material originally specified.
4. The Contractor requests a change to the Contract requirements for a reason other than one listed in items 1-3 of this Section (RFC - Other). To be considered, the request must not meet the requirements of a Value Engineering Change Proposal. To be considered, the request

shall qualify as a Minor Change in accordance with Section 1-04.4(1)
and shall describe how the change is beneficial to the project.

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.

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.

SPECIAL PROVISIONS - Continued

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

SPECIAL PROVISIONS - Continued

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

SPECIAL PROVISIONS - Continued

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

5
6 Contract work to be performed using contractor-provided stakes shall not
7 begin until the stakes are approved by the Contracting Agency. Such
8 approval shall not relieve the Contractor of responsibility for the accuracy of
9 the stakes.

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

Payment

15
16
17 Payment will be made for the following bid item when included in the
18 proposal:

19
20 "Roadway Surveying," lump sum.

21
22 The lump sum contract price for "Roadway Surveying" shall be full pay for
23 all labor, equipment, materials, and supervision utilized to perform the Work
24 specified, including any resurveying, checking, correction of errors,
25 replacement of missing or damaged stakes, and coordination efforts.

1-05.7 Removal of Defective and Unauthorized Work

26
27
28 *(October 1, 2005 APWA GSP)*

29
30 Supplement this Section with the following:

31
32 If the Contractor fails to remedy defective or unauthorized work within the
33 time specified in a written notice from the Engineer, or fails to perform any
34 part of the work required by the Contract Documents, the Engineer may
35 correct and remedy such work as may be identified in the written notice,
36 with Contracting Agency forces or by such other means as the Contracting
37 Agency may deem necessary.

38
39 If the Contractor fails to comply with a written order to remedy what the
40 Engineer determines to be an emergency situation, the Engineer may have
41 the defective and unauthorized work corrected immediately, have the
42 rejected work removed and replaced, or have work the Contractor refuses
43 to perform completed by using Contracting Agency or other forces. An
44 emergency situation is any situation when, in the opinion of the Engineer, a

SPECIAL PROVISIONS - Continued

1 delay in its remedy could be potentially unsafe, or might cause serious risk
2 of loss or damage to the public.

3
4 Direct or indirect costs incurred by the Contracting Agency attributable to
5 correcting and remedying defective or unauthorized work, or work the
6 Contractor failed or refused to perform, shall be paid by the Contractor.
7 Payment will be deducted by the Engineer from monies due, or to become
8 due, the Contractor. Such direct and indirect costs shall include in
9 particular, but without limitation, compensation for additional professional
10 services required, and costs for repair and replacement of work of others
11 destroyed or damaged by correction, removal, or replacement of the
12 Contractor's unauthorized work.

13
14 No adjustment in contract time or compensation will be allowed because of
15 the delay in the performance of the work attributable to the exercise of the
16 Contracting Agency's rights provided by this Section.

17
18 The rights exercised under the provisions of this Section shall not diminish
19 the Contracting Agency's right to pursue any other avenue for additional
20 remedy or damages with respect to the Contractor's failure to perform the
21 work as required.

22 23 **1-05.11 Final Inspection**

24
25 Delete this Section and replace it with the following:

26 27 **1-05.11 Final Inspections and Operational Testing** 28 *(October 1, 2005 APWA GSP)*

29 30 **1-05.11(1) Substantial Completion Date**

31
32 When the Contractor considers the work to be substantially complete, the
33 Contractor shall so notify the Engineer and request the Engineer establish
34 the Substantial Completion Date. The Contractor's request shall list the
35 specific items of work that remain to be completed in order to reach physical
36 completion. The Engineer will schedule an inspection of the work with the
37 Contractor to determine the status of completion. The Engineer may also
38 establish the Substantial Completion Date unilaterally.

39
40 If, after this inspection, the Engineer concurs with the Contractor that the
41 work is substantially complete and ready for its intended use, the Engineer,
42 by written notice to the Contractor, will set the Substantial Completion Date.
43 If, after this inspection the Engineer does not consider the work substantially
44 complete and ready for its intended use, the Engineer will, by written notice,
45 so notify the Contractor giving the reasons therefor.

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

1-05.11(3) Operational Testing

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this Section.

1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery

SPECIAL PROVISIONS - Continued

1 service with return receipt requested to the Engineer's office. Electronic
2 copies such as emails or electronically delivered copies of correspondence
3 will not constitute such notice and will not comply with the requirements of
4 the Contract.

5
6 Add the following new section:

7
8 **1-05.16 Water and Power**
9 *(October 1, 2005 APWA GSP)*

10
11 The Contractor shall make necessary arrangements, and shall bear the
12 costs for power and water necessary for the performance of the work,
13 unless the contract includes power and water as a pay item.

14
15 **1-06 CONTROL OF MATERIAL**

16
17 This Section is supplemented with the following:

18
19 **Build America/Buy America**

20
21 *(March 30, 2025 WSDOT GSP, OPT2(A).GR1)*

22 **General Requirements**

23
24 In accordance with Buy America requirements contained in 23 CFR 635.410
25 and 2 CFR 184, the following materials must be produced in the United
26 States:

- 27
- 28 1. All Iron or Steel Products used in the project. This means all
29 manufacturing processes, from the initial melting stage through the
30 application of coatings, occurred in the United States.
 - 31
 - 32 2. All Manufactured Products used in the project. This means the
33 manufactured product was manufactured in the United States.
 - 34
 - 35 3. All Construction Materials used in the project. This means that all
36 manufacturing processes for the construction material occurred in
37 the United States.
 - 38

39 An article, material, or supply will be classified in one of four categories: 1)
40 Iron or Steel Product, 2) Manufactured Product, 3) Construction Material, or
41 4) Excluded Material. Only a single category will apply to an item except as
42 follows:

- 43
- 44 1. With respect to precast concrete products that are classified as
45 Manufactured Products, the components of precast concrete

SPECIAL PROVISIONS - Continued

products that consist wholly or predominantly of iron, steel, or combination of both shall meet the requirements for and be tracked as an Iron or Steel Product. The item shall also meet the requirements for a Manufactured Product, and the cost of the iron or steel components shall be included in determining if the Manufactured Product was produced in the United States.

2. With respect to intelligent transportation systems and other electronic hardware systems that are classified as Manufactured Products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron, steel, or a combination of both, shall meet the requirements for and be tracked as an Iron or Steel Products. The item shall also meet the requirements for a Manufactured Product and the cost of the iron or steel components shall be included in determining if the manufactured product was produced in the United States.

Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a Construction Material, a Manufactured Product, an Iron or Steel Product, or an excluded material based on their composition when they arrive at the staging area or work site.

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 including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
 - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
 - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);

SPECIAL PROVISIONS - Continued

- d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
- e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, though the completion of the draw;
- f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
- g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or
- h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

- 2. Excluded Material: A material where Buy America requirements do not apply. This includes the following:
 - a. Materials excluded by Section 70917(c) of the Buy America, Build America Act with respect to aggregates this includes cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives. These materials shall be classified as excluded materials based on the composition when brought to the work site. It also includes combinations of these excluded materials when mixtures of Excluded Materials are delivered to the work site without final form for incorporation into the project (i.e. wet concrete and HMA). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.
 - b. Temporary materials that are not being permanently incorporated into the project.
 - c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel Product, or a Construction Material and when these materials are

SPECIAL PROVISIONS - Continued

delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.

3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.

4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

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.

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America 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.

SPECIAL PROVISIONS - Continued

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

8
9 Manufacturing begins with the initial melting and mixing and continues
10 through the coating stage. Any process which modifies the chemical
11 content, the physical size or shape, or the final finish is considered a
12 manufacturing process. The processes include rolling, extruding,
13 machining, bending, grinding, drilling, welding, and coating. The action of
14 applying a coating to steel or iron is deemed a manufacturing process.
15 Coating includes epoxy coating, galvanizing, aluminizing, painting, and any
16 other coating that protects or enhances the value of steel or iron. Any
17 process from the original reduction from ore to the finished product
18 constitutes a manufacturing process for iron.

19
20 Due to a nationwide waiver, Buy America requirements do not apply to raw
21 materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron
22 ore processed, pelletized, and reduced iron ore.

23
24 The following are considered to be steel manufacturing processes:

- 25
26 1. Production of steel by any of the following processes:
27
28 a. Open hearth furnace.
29
30 b. Basic oxygen.
31
32 c. Electric furnace.
33
34 d. Direct reduction.
35
36 2. Rolling, heat treating, and any other similar processing.
37
38 3. Fabrication of the products:
39
40 a. Spinning wire into cable or strand.
41
42 b. Corrugating and rolling into culverts.
43
44 c. Shop fabrication.
45

A certification of materials origin will be required for all iron or steel products 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, Buy America requirements do not apply to Manufactured Products except as follows:

1. When a precast concrete product is classified as a Manufactured Product, the components that are an Iron or Steel Product shall follow the "Iron and Steel Requirements" of this Specification.
2. When an electronic hardware system such as an intelligent transportation system is classified as a Manufactured Product, the cabinets and the other enclosures of such systems that are an Iron or Steel Product shall follow the "Iron and Steel 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 meet the Buy America requirements. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\text{Total cost of Foreign Construction Materials}}{\text{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Iron or Steel Products, and all Manufactured

SPECIAL PROVISIONS - Continued

1 Products. Total applicable material costs does not include Excluded
2 Materials.

3
4 (March 20, 2025 WSDOT GSP, 1-06.OPT2(B).FR1)

5 The following items of work containing steel, iron or other construction
6 materials are considered to be temporary and are excluded from the Buy
7 America requirements:

8
9 Straw Wattle components

10 Storm Inlet Protection components

11 12 **1-06.2(2)B Financial Incentive**

13 (January 4, 2024 AWPB GSP)

14
15 Replace the first sentence of this Section with the following:

16
17 The maximum Composite Pay Factor shall be 1.00.

18 19 **1-06.6 Recycled Materials**

20 (January 4, 2016 APWA GSP)

21
22 Delete this Section, including its subsections, and replace it with the following:

23
24 The Contractor shall make their best effort to utilize recycled materials in
25 the construction of the project. Approval of such material use shall be as
26 detailed elsewhere in the Standard Specifications.

27
28 Prior to Physical Completion the Contractor shall report the quantity of
29 recycled materials that were utilized in the construction of the project for
30 each of the items listed in Section 9-03.21. The report shall include hot mix
31 asphalt, recycled concrete aggregate, recycled glass, steel furnace slag
32 and other recycled materials (e.g., utilization of on-site material and
33 aggregates from concrete returned to the supplier). The Contractor's report
34 shall be provided on DOT form 350-075 Recycled Materials Reporting.

35 36 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

37 38 **1-07.1 Laws to be Observed**

39 (October 1, 2005 APWA GSP)

40
41 Supplement this Section with the following:

42
43 In cases of conflict between different safety regulations, the more stringent
44 regulation shall apply.

SPECIAL PROVISIONS - Continued

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax *(June 27, 2011 APWA GSP)*

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

SPECIAL PROVISIONS - Continued

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

6

7 **1-07.2(3) Services**

8

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

12

13 **1-07.5 Environmental Regulations**

14

15 This Section is supplemented with the following:

16

17 (September 20, 2010 WSDOT GSP, OPT1.GR1)

18 **Environmental Commitments**

19

20 The following Provisions summarize the requirements, in addition to those
21 required elsewhere in the Contract, imposed upon the Contracting Agency
22 by the various documents referenced in the Special Provision **Permits and**
23 **Licenses**. Throughout the work, the Contractor shall comply with the
24 following requirements:

25

26 (August 3, 2009 WSDOT GSP, OPT2.GR1)

27 **Payment**

28

29 All costs to comply with this special provision for the environmental
30 commitments and requirements are incidental to the contract and are the
31 responsibility of the Contractor. The Contractor shall include all related
32 costs in the associated bid prices of the contract.

33

34

35 **1-07.6 Permits and Licenses**

36

37 This Section is supplemented with the following:

38

39 (January 2, 2018 WSDOT GSP, OPT1.FR1)

40 The Contracting Agency has obtained the below-listed permit(s) for this
41 project. A copy of the permit(s) is attached as an appendix for informational
42 purposes. Copies of these permits, including a copy of the Transfer of
43 Coverage form, when applicable, are required to be onsite at all times.

44

SPECIAL PROVISIONS - Continued

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g., Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

Ecology Construction Stormwater General Permit No. WAR314486

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.

1-07.8 High-Visibility Apparel

The third and fourth paragraphs of this Section are revised to read:

(November 4, 2024 WSDOT GSP, OPT1.2026.GR1)

High-visibility garments shall always be the outermost garments worn in a manner to ensure 360 degrees of uninterrupted background and retroreflective material encircling the torso.

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107-2015 publication entitled "American National Standard for High-Visibility Safety Apparel and Accessories," or equivalent revisions.

1-07.8(1) Traffic Control Personnel

This Section is revised to read:

(November 4, 2024 WSDOT GSP, OPT1.2026.GR1)

All personnel performing the Work described in Section 1-10 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

SPECIAL PROVISIONS - Continued

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and
2. During hours of darkness ($\frac{1}{2}$ hour before sunset to $\frac{1}{2}$ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

1-07.9 Wages

1-07.9(1) General

This Section is supplemented with the following:

(January 6, 2025 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. WA20250001.

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

1-07.9(5)A Required Documents

(July 8, 2024 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. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

1-07.11 Requirements for Nondiscrimination

This Section is Supplement with the following:

(May 5, 2025 WSDOT GSP, OPT1.GR1)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity

In accordance with 41 CFR § 60-4.2, the clauses contained in 1-4 below are required to be included in this Contract. Nothing in this contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

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

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
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.	

SPECIAL PROVISIONS - Continued

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

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-

SPECIAL PROVISIONS - Continued

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 goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

In accordance with 41 CFR § 60-4.3, the clauses contained in 1-15 below are required to be included in this Contract. Nothing in this Contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

SPECIAL PROVISIONS - Continued

Standard Federal Equal Employment Opportunity Construction Contract Specifications

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 (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.)
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

SPECIAL PROVISIONS - Continued

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 efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

SPECIAL PROVISIONS - Continued

1 7. The Contractor shall take specific affirmative actions to ensure equal
2 employment opportunity. The evaluation of the Contractor's
3 compliance with these specifications shall be based upon its effort to
4 achieve maximum results from its actions. The Contractor shall
5 document these efforts fully, and shall implement affirmative action
6 steps at least as extensive as the following:

7
8 a. Ensure and maintain a working environment free of
9 harassment, intimidation, and coercion at all sites, and
10 in all facilities at which the Contractor's employees are
11 assigned to work. The Contractor, where possible, will
12 assign two or more women to each construction
13 project. The Contractor shall specifically ensure that
14 all foremen, superintendents, and other on-site
15 supervisory personnel are aware of and carry out the
16 Contractor's obligation to maintain such a working
17 environment, with specific attention to minority or
18 female individuals working at such sites or in such
19 facilities.

20
21 b. Establish and maintain a current list of minority and
22 female recruitment sources, provide written notification
23 to minority and female recruitment sources and to
24 community organizations when the Contractor or its
25 unions have employment opportunities available, and
26 maintain a record of the organizations' responses.

27
28 c. Maintain a current file of the names, addresses and
29 telephone numbers of each minority and female off-
30 the-street applicant and minority or female referral from
31 a union, a recruitment source or community
32 organization and of what action was taken with respect
33 to each such individual. If such individual was sent to
34 the union hiring hall for referral and was not referred
35 back to the Contractor by the union or, if referred, not
36 employed by the Contractor, this shall be documented
37 in the file with the reason therefor, along with whatever
38 additional actions the Contractor may have taken.

39
40 d. Provide immediate written notification to the Director
41 when the union or unions with which the Contractor has
42 a collective bargaining agreement has not referred to
43 the Contractor a minority person or woman sent by the
44 Contractor, or when the Contractor has other

SPECIAL PROVISIONS - Continued

1 information that the union referral process has
2 impeded the Contractor's efforts to meet its obligations.
3

4 e. Develop on-the-job training opportunity and/or
5 participate in training programs for the area which
6 expressly include minorities and women, including
7 upgrading programs and apprenticeship and trainee
8 programs relevant to the Contractor's employment
9 needs, especially those programs funded or approved
10 by the U.S. Department of Labor. The Contractor shall
11 provide notice of these programs to the sources
12 compiled under 7b above.
13

14 f. Disseminate the Contractor's EEO policy by providing
15 notice of the policy to unions and training programs and
16 requesting their cooperation in assisting the Contractor
17 in meeting its EEO obligations; by including it in any
18 policy manual and collective bargaining agreement; by
19 publicizing it in the company newspaper, annual report,
20 etc.; by specific review of the policy with all
21 management personnel and with all minority and
22 female employees at least once a year; and by posting
23 the company EEO policy on bulletin boards accessible
24 to all employees at each location where construction
25 work is performed.
26

27 g. Review, at least annually, the company's EEO policy
28 and affirmative action obligations under these
29 specifications with all employees having any
30 responsibility for hiring, assignment, layoff, termination
31 or other employment decisions including specific
32 review of these items with on-site supervisory
33 personnel such as Superintendents, General
34 Foremen, etc., prior to the initiation of construction
35 work at any job site. A written record shall be made and
36 maintained identifying the time and place of these
37 meetings, persons attending, subject matter
38 discussed, and disposition of the subject matter.
39

40 h. Disseminate the Contractor's EEO policy externally by
41 including it in any advertising in the news media,
42 specifically including minority and female news media,
43 and providing written notification to and discussing the
44 Contractor's EEO policy with other Contractors and

SPECIAL PROVISIONS - Continued

Subcontractors with whom the Contractor does or anticipates doing business.

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

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

SPECIAL PROVISIONS - Continued

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

SPECIAL PROVISIONS - Continued

- 1 11. The Contractor shall not enter into any subcontract with any person
2 or firm debarred from Government contracts pursuant to Executive
3 Order 11246.
4
- 5 12. The Contractor shall carry out such sanctions and penalties for
6 violation of these specifications and of the Equal Opportunity Clause,
7 including suspensions, terminations and cancellations of existing
8 subcontracts as may be imposed or ordered pursuant to Executive
9 Order 11246, as amended, and its implementing regulations, by the
10 Office of Federal Contract Compliance Programs. Any Contractor
11 who fails to carry out such sanctions and penalties shall be in
12 violation of these specifications and Executive Order 11246, as
13 amended.
14
- 15 13. The Contractor, in fulfilling its obligations under these specifications,
16 shall implement specific affirmative action steps, at least as
17 extensive as those standards prescribed in paragraph 7 of this
18 Special Provision, so as to achieve maximum results from its efforts
19 to ensure equal employment opportunity. If the Contractor fails to
20 comply with the requirements of the Executive Order, the
21 implementing regulations, or these specifications, the Director shall
22 proceed in accordance with 41 CFR 60-4.8.
23
- 24 14. The Contractor shall designate a responsible official to monitor all
25 employment related activity to ensure that the company EEO policy
26 is being carried out, to submit reports relating to the provisions hereof
27 as may be required by the government and to keep records. Records
28 shall at least include, for each employee, their name, address,
29 telephone numbers, construction trade, union affiliation if any,
30 employee identification number when assigned, social security
31 number, race, sex, status (e.g., mechanic, apprentice, trainee,
32 helper, or laborer), dates of changes in status, hours worked per
33 week in the indicated trade, rate of pay, and locations at which the
34 work was performed. Records shall be maintained in an easily
35 understandable and retrievable form; however, to the degree that
36 existing records satisfy this requirement, the Contractors will not be
37 required to maintain separate records.
38
- 39 15. Nothing herein provided shall be construed as a limitation upon the
40 application of other laws which establish different standards of
41 compliance or upon the application of requirements for the hiring of
42 local or other area residents (e.g., those under the Public Works
43 Employment Act of 1977 and the Community Development Block
44 Grant Program).
45

SPECIAL PROVISIONS - Continued

Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

Washington State Dept. of Transportation
Office of Equity and Civil Rights
PO Box 47314
310 Maple Park Ave. SE
Olympia WA
98504-7314
Ph: 360-705-7090
Fax: 360-705-6801
<http://www.wsdot.wa.gov/equalopportunity/default.htm>

This Section is Supplement with the following:

(September 3, 2024, APWA GSP Option B)

This Section is supplemented with the following:

Disadvantaged Business Enterprise Participation

General

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be irregular in accordance with Section 1-02.13 resulting in rejection or other sanctions as provided by the Contract.

DBE Abbreviations and Definitions

Certified Business Description – The approved business description that supplements the North American Industry Classification System (NAICS) code listed in OMWBE's directory of certified firms.

Certified Business Directory – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and

Compliance System web page at:
<https://omwbe.diversitycompliance.com>.

Commercially Useful Function (CUF) –

A firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved as defined in 49 CFR 26.55(c)(1). To perform a commercially useful function, the firm must also be responsible, with respect to materials and supplies used on the contract, for ordering, negotiating price, paying for, determining quality and quantity, and installing (where applicable) for the material itself.

The DBE firm 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 to obtain the appearance of DBE participation.

Consultant, DBE – An individual, partnership, firm, or corporation who meet the definition of a DBE which has been retained under a contract to provide technical or professional services.

DBE Commitment – The dollar amount and scope of work the Bidder indicates on each line of their DBE Utilization Certification (DOT Form 272-056) for each DBE firm. These Commitments will be incorporated into the Contract and shall be considered Contract requirements.

DBE Condition of Award (COA) Goal – An assigned numerical amount specified as a percentage of the Contract. At Bid, this is the minimum amount that the Bidder must commit to by submission of the DBE Utilization Certification form and, if necessary, by GFE Documentation.

Disadvantaged Business Enterprise (DBE) – A business that is owned and operated independently from other businesses and is 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 (GFE)– Efforts to achieve the DBE COA Goal or other requirements of this Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Good Faith Efforts (GFE) Documentation - The documentation of the Good Faith Effort. GFE Documentation is only required in the event that the Contractor is unable to fulfill the program requirements and shall follow the guidance of 49 CFR Part 26 Appendix A.

Subcontractor, DBE – An individual, partnership, firm, corporation, or joint venture who meet the definition of a DBE and who is sublet part of the Contract.

Supplier, DBE – A Manufacturer, Regular Dealer, Distributor, or Transaction Facilitator who provides supplies or materials for the Contract. The role a Supplier performs is determined on a contract-by contract basis.

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

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

1 regarded as Regular Dealers within the meaning of this
2 definition.

3
4 **Distributor, DBE** –An established DBE firm that engages in
5 the regular sale or lease of the items specified by the contract.
6 A DBE Distributor assumes responsibility for the items it
7 purchases once they leave the point of origin, making it liable
8 for any loss or damage not covered by the carrier's insurance.
9 The Distributor must demonstrate ownership of the items in
10 question and assure all risk for loss or damage during
11 transportation, evidenced by the terms of the purchase order
12 or bill of lading from a third party, indicating Free on Board
13 (FOB) at the point of origin or similar terms that transfer
14 responsibility of the items in question to the DBE distributors.

15
16 **Transaction Facilitator, DBE** – A DBE firm (packagers,
17 brokers, manufacturer's representatives, etc.) who provides a
18 bona fide service arranging, facilitating, or expediting
19 transactions but does not qualify as a Manufacturer, a Regular
20 Dealer, or a Distributor

21
22 **DBE COA Goal**

23 The Contracting Agency has established a DBE COA Goal for this
24 Contract in the amount of: 15% which applies to the final Contract
25 amount.

26
27 If the Contractor cannot meet the DBE COA Goal, GFE
28 Documentation is required.

29
30 Demonstrating compliance with the DBE COA Goal is a Condition of
31 Award of this Contract.

32
33 **Procedures Prior to Award**

34
35 **Approval of Regular Dealer and Distributors**

36 DBE firms proposed to be used as either a Regular Dealer or
37 a Distributor must be approved before being listed as a
38 COA/used on a project. The Approved Regular Dealer list
39 published on WSDOT's Office of Equity and Civil Rights
40 (OECR) web site must include the specific project for which
41 approval is being requested. For purposes of the DBE COA
42 Goal participation, the Regular Dealer/Distributor must submit
43 the DBE Regular Dealer/Distributor Affirmation Form (USDOT
44 OMB Control 508v3)a minimum of five calendar days prior to

bid opening. The DBE Regular Dealer/Distributor Affirmation Form is located at:

<https://www.transportation.gov/mission/civil-rights/dbe-regular-dealer-distributor-affirmation>

Requests to be listed as a Regular Dealer/Distributor 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.

1. Force account at 50% of the total amount to be subcontracted
2. Regular dealer at 60% of the cost of the materials or supplies
3. Distributor at 40% of the cost of the materials or supplies
4. Transaction Facilitator not more than 5% of the goods or services

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.

Bid Proposals submitted that do not contain a DBE Utilization Certification Form that demonstrates how the Bidder intends to meet the DBE COA Goal will be considered irregular in

1 accordance with Section make the Proposal considered to be
2 irregular in accordance with Section 1-02.13 and will be
3 rejected.

4
5 **Disadvantaged Business Enterprise Written**
6 **Confirmation Document(s)**

7 The Bidder shall submit a Disadvantaged Business Enterprise
8 (DBE) Written Confirmation Document (completed and signed
9 by the DBE) for each DBE firm listed in the Bidder's completed
10 DBE Utilization Certification. Failure to do so will result in the
11 associated participation being disallowed, which will cause
12 the Bid to be considered irregular in accordance with Section
13 1-02.13 and will be rejected.

14
15 The Confirmation Documents provide confirmation from the
16 DBEs that they are participating in the Contract as provided in
17 the Bidder's Commitment. The Confirmation Documents must
18 be consistent with the Utilization Certification.

19
20 A DBE Written Confirmation Document (WSDOT Form 422-
21 031) is included in the Proposal package for this purpose. The
22 form(s) shall be received as specified in the special provisions
23 for Section 1-02.9 Delivery of Proposal.

24
25 It is prohibited for the Bidder to require a DBE to submit a
26 Written Confirmation Document with any part of the form left
27 blank. Should the Contracting Agency determine that an
28 incomplete Written Confirmation Document was signed by a
29 DBE, the associated DBE participation may not be allowed.

30
31 **DBE Bid Item Breakdown**

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

35
36 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

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

SPECIAL PROVISIONS - Continued

GFE to achieve the DBE COA Goal may be accomplished in one of two ways:

1. By meeting the DBE COA Goal

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

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

The Bidder may demonstrate a GFE in whole or part through GFE Documentation only in the event a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE Documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) and the DBE Bid Item Breakdown form.

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

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

Procedures between Award and Execution

DBE Trucking Credit Form

The successful Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-03.3, Execution of Contract.

The DBE Trucking Credit Form is required for all DBE Firms performing as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is

required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

Procedures after Execution

Commercially Useful Function (CUF)

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

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

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

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

1. 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

SPECIAL PROVISIONS - Continued

business related knowledge, shows up on site and is determined to be actively running the business.

2. 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.
3. 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.
4. Leased trucks shall display the name and identification number of the DBE.

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 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted in an electronic format 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 Truck Unit Listing Log and any Updated Primary 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 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) for each day that the DBE performs trucking services for DBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses.

chuck@cityofedgewood.org

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

SPECIAL PROVISIONS - Continued

1 jointly for items to be incorporated into the project. The DBE must
2 release the check to the supplier, while the Contractor acts solely as
3 the guarantor.
4

5 A joint check agreement must be approved by the Engineer and
6 requested by the DBE involved using the DBE Joint Check Request
7 Form (WSDOT Form 272-053) prior to its use. The form must
8 accompany the DBE Joint Check Agreement between the parties
9 involved, including the conditions of the arrangement and expected
10 use of the joint checks.
11

12 The approval to use joint checks and the use will be closely
13 monitored by the Engineer. To receive DBE credit for performing a
14 CUF with respect to obtaining materials and supplies, a DBE must
15 "be responsible for negotiating price, determining quality and
16 quantity, ordering the material, installing and paying for the material
17 itself." The Contractor shall submit DBE Joint Check Request Form
18 to the Engineer and be in receipt of written approval prior to using a
19 joint check.
20

21 Material costs paid by the Contractor directly to the material supplier
22 are not allowed. If proper procedures are not followed or the
23 Engineer determines that the arrangement results in lack of
24 independence for the DBE involved, no DBE credit will be given for
25 the DBE's participation as it relates to the material cost.
26

Prompt Payment

27
28 Prompt payment to all subcontractors shall be in accordance with
29 Section 1-08.1. Prompt payment requirements apply to progress
30 payments as well as return of retainage.
31

Reporting

32 The Contractor and all subcontractors of any tier, suppliers, service
33 providers, and professional services that utilize DBEs to perform
34 work on the project, shall maintain appropriate records that will
35 enable the Engineer to verify DBE participation throughout the life of
36 the project.
37

38
39 Refer to Section 1-08.1 for additional reporting requirements
40 associated with this Contract.
41

Crediting DBE Participation

General

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.

DBE Prime Contractor and Subcontractor Participation

Only take credit for the Work that the DBE contractor performs with its own forces and is certified to perform.

If the Prime Contractor, subcontractor, or lower tier subcontractor 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 Commitments only if the lower-tier subcontractor is also a DBE.

Work subcontracted to a lower-tier subcontractor that is a DBE may be counted toward the DBE Commitments only if the lower-tier subcontractor self performs a minimum of 30 percent of the Work subcontracted to them.

Work subcontracted by a DBE contractor to a non-DBE does not count towards the DBE COA Goal.

DBE Subcontract and Lower Tier Subcontract Documents

DBE Consultants

A DBE firm providing a bona fide service, such as professional, technical, or managerial services, specifically required for the performance of the contract will be credited as DBE participation

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 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 Participation

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

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

Trucking Participation

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 Supplier

The credit of a DBE Supplier is decided on a contract-by-contract basis based on what the role the proposed DBE Supplier will be performing. OECR will make determinations on whether a Supplier

SPECIAL PROVISIONS - Continued

qualifies as a Regular Dealer, Distributor, or Transaction Facilitator based on their role for the Contract.

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

Regular Dealer - Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward the DBE Goal.

Distributor – Forty percent (40%) of the cost of materials or supplies purchased from a DBE Distributor may be credited toward the DBE Goal.

Transaction Facilitator - 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 toward the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. The reasonable fee shall not exceed 5 percent of the total cost of the goods or 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 Goal.

Changes in COA Work Committed to DBE

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

Changes

In the event a change results in a reduction to Work committed to a COA DBE, the Contractor shall substitute other remaining Work to that COA DBE if possible, to avoid a change to the total dollar amount to be applied towards the goal committed to that COA DBE. If there is a reduction to the total dollar amount to be applied towards the goal for a COA DBE Commitment, regardless of the reason, it shall be viewed as DBE termination, and subject to the termination procedures below. A notification to the DBE shall occur as soon as possible but no later than two weeks after the Contractor is aware of the upcoming change.

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 changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall be certified prior to the bid opening on the Contract.

DBE Termination

Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part for good cause and with prior written approval of the Contracting Agency. If the Contractor terminates a COA DBE without the prior written approval of the Contracting Agency, 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 days to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

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

As mentioned above, the Contractor must have good cause to terminate a COA DBE.

SPECIAL PROVISIONS - Continued

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

- 4
5 1. The DBE fails or refuses to execute a written contract.
6
- 7 2. The DBE fails or refuses to perform the Work of its
8 subcontract in a way consistent with normal industry
9 standards.
10
- 11 3. The DBE fails or refuses to meet the Contractor's reasonable
12 nondiscriminatory bond requirements.
13
- 14 4. The DBE becomes bankrupt, insolvent, or exhibits credit
15 unworthiness.
16
- 17 5. The DBE is ineligible to work on public works projects
18 because of suspension and debarment proceedings pursuant
19 to federal law or applicable State law.
20
- 21 6. The DBE is ineligible to receive DBE credit for the type of work
22 involved.
23
- 24 7. The DBE voluntarily withdraws from the project and provides
25 written notice of its withdrawal.
26
- 27 8. The DBE's work is deemed unsatisfactory by the Engineer
28 and not in compliance with the Contract.
29
- 30 9. The DBE's owner dies or becomes disabled with the result
31 that the DBE is unable to complete its Work on the Contract.
32

33 Good cause does not exist if:

- 34
35 1. The Contractor seeks to terminate a COA DBE so that the
36 Contractor can self-perform the Work.
37
- 38 2. The Contractor seeks to terminate a COA DBE so the
39 Contractor can substitute another DBE contractor or non-DBE
40 contractor after Contract Award.
41
- 42 3. The failure or refusal of the COA DBE to perform its Work on
43 the subcontract results from the bad faith or discriminatory
44 action of the Contractor (e.g., the failure of the Contractor to

1 make timely payments or the unnecessary placing of
2 obstacles in the path of the DBE's Work).

3
4 **Decertification**

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

11
12 **Good Faith Effort (GFE) Documentation**

13 GFE Documentation is required and will be evaluated whenever the
14 Contractor is unable to fulfill the program requirement. This evaluation may
15 need to be repeated when:

- 16
17 1. Determining award of a Contract that has COA goal,
18
19 2. When a COA DBE is terminated and substitution is required, and
20
21 3. Prior to Physical Completion when determining whether the
22 Contractor has satisfied its DBE commitments.

23
24 49 CFR Part 26, Appendix A is intended as general guidance and does not,
25 in itself, demonstrate adequate good faith efforts. The following is a list of
26 types of actions, which would be considered as part of the Bidder's GFE
27 Documentation to achieve DBE participation. It is not intended to be a
28 mandatory checklist, nor is it intended to be exclusive or exhaustive. Other
29 factors or types of efforts may be relevant in appropriate cases.

- 30
31 1. Soliciting through all reasonable and available means (e.g.
32 attendance at pre-bid meetings, advertising and/or written notices)
33 the interest of all certified DBEs who have the capability to perform
34 the Work of the Contract. The Bidder must solicit this interest within
35 sufficient time to allow the DBEs to respond to the solicitation. The
36 Bidder must determine with certainty if the DBEs are interested by
37 taking appropriate steps to follow up initial solicitations.
38
39 2. Selecting portions of the Work to be performed by DBEs in order to
40 increase the likelihood that the DBE COA Goal will be achieved. This
41 includes, where appropriate, breaking out contract Work items into
42 economically feasible units to facilitate DBE participation, even when
43 the Bidder might otherwise prefer to perform these Work items with
44 its own forces.
45

SPECIAL PROVISIONS - Continued

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

SPECIAL PROVISIONS - Continued

7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. GFE Documentation must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

A Bidder has the right to request reconsideration if the GFE Documentation submitted with their Bid was determined to be inadequate or without merit. If, during the life of the Contract, the Contractor submits an additional GFE Documentation and the Contracting Agency's GFE Documentation review determines a GFE Documentation is inadequate or has no merit, the Contractor has the right to request reconsideration of the Contracting Agency's determination.

1. The Bidder must request reconsideration within 48 hours of notification of GFE Documentation being inadequate or without merit, or the Bidder forfeits the right to reconsideration.
2. The reconsideration decision on the adequacy or merit of the Bidder's GFE Documentation shall be made by an official who did not take part in the original determination.
3. Only original GFE Documentation submitted as a supplement to the Bid will be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
4. The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE Documentation demonstrates a sufficient effort.
5. The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

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.

If the Contractor or any subcontractor of any tier, supplier, service providers, or professional services is deemed to be in non-compliance, the Contractor will be informed in writing 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).

1 **Payment**

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

6

7 **1-07.12 Federal Agency Inspection**

8

9 This Section is supplemented with the following:

10

11 (October 3, 2023 WSDOT GSP, OPT1.GR1)

12 **Required Federal Aid Provisions**

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

19

20 The provisions of FHWA 1273, as amended, included in this Contract
21 require that the Contractor insert the FHWA 1273 and amendments thereto
22 in each subcontract, together with the wage rates which are part of the
23 FHWA 1273, as amended. Also, a clause shall be included in each
24 subcontract requiring the subcontractors to insert the FHWA 1273 and
25 amendments thereto in any lower tier subcontracts, together with the wage
26 rates. The Contractor shall also ensure that this section, REQUIRED
27 FEDERAL AID PROVISIONS, is inserted in each subcontract for
28 subcontractors and lower tier subcontractors. For this purpose, upon
29 request to the Engineer, the Contractor will be provided with extra copies of
30 the FHWA 1273, the amendments thereto, the applicable wage rates, and
31 this Special Provision.

32

33 **1-07.17 Utilities and Similar Facilities**

34

35 This Section is supplemented with the following:

36

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

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

41

42 Public and private utilities, or their Contractors, will furnish all work
43 necessary to adjust, relocate, replace, or construct their facilities unless
44 otherwise provided for in the Plans or these Special Provisions. Such
45 adjustment, relocation, replacement, or construction will be done during the

SPECIAL PROVISIONS - Continued

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 road construction

Mountain View Edgewood Water Company will replace eight water services crossings to avoid conflicts with road reconstruction.

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.

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

Telephone Lumen Thinh Pham (Ryan) 7850B Trafton Street, Bldg. B Lakewood, WA 98409 Office: (253)458-6567 Cell: (206) 979-3659 thinh.pham@CenturyLink.com	Water Mountain View Edgewood Water District Michael Craig (253) 863-7348 MikeC@mtvewater.com
Storm City of Edgewood Chuck Hendricksen (253) 392-2560 chuck@cityofedgewood.org	Power Puget Sound Energy Luanne Yu (253) 204-5669 Luanne.Yu@pse.com
Gas PSE Tony Fay 3130 South 38 th Street Tacoma, WA 98409 Cell (253) 213-2514 Tony.Fay@pse.com	Cable Comcast Tera PineSolomon (253) 999-0692 Tera_PineSolomon@comcast.com

SPECIAL PROVISIONS - Continued

The Contractor shall provide with Mountain View Edgewood Water Company a two-week work window for their water service replacement work, with a two-week advanced notice prior to the work window. The utility contact is noted in the table above.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 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.

SPECIAL PROVISIONS - Continued

- 1 D. The Contractor's Automobile Liability, Commercial General Liability
2 and Excess or Umbrella Liability insurance policies shall be primary
3 and non-contributory insurance as respects the Contracting
4 Agency's insurance, self-insurance, or self-insured pool coverage.
5 Any insurance, self-insurance, or self-insured pool coverage
6 maintained by the Contracting Agency shall be excess of the
7 Contractor's insurance and shall not contribute with it.
8
9 E. The Contractor shall provide the Contracting Agency and all
10 additional insureds with written notice of any policy cancellation,
11 within two business days of their receipt of such notice.
12
13 F. The Contractor shall not begin work under the Contract until the
14 required insurance has been obtained and approved by the
15 Contracting Agency
16
17 G. Failure on the part of the Contractor to maintain the insurance as
18 required shall constitute a material breach of contract, upon which
19 the Contracting Agency may, after giving five business days' notice
20 to the Contractor to correct the breach, immediately terminate the
21 Contract or, at its discretion, procure or renew such insurance and
22 pay any and all premiums in connection therewith, with any sums so
23 expended to be repaid to the Contracting Agency on demand, or at
24 the sole discretion of the Contracting Agency, offset against funds
25 due the Contractor from the Contracting Agency.
26
27 H. All costs for insurance shall be incidental to and included in the unit
28 or lump sum prices of the Contract and no additional payment will be
29 made.
30
31 a. Under no circumstances shall a wrap up policy be obtained, for either
32 initiating or maintaining coverage, to satisfy insurance requirements
33 for any policy required under this Section. A "wrap up policy" is
34 defined as an insurance agreement or arrangement under which all
35 the parties working on a specified or designated project are insured
36 under one policy for liability arising out of that specified or designated
37 project.
38
39

SPECIAL PROVISIONS - Continued

1-07.18(2) Additional Insured

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

- a. the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

8

9

1-07.18(5)A Commercial General Liability

10

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

18

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

22

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

26

27 Such policy must provide the following minimum limits:

28

29	\$2,000,000	Each Occurrence
30	\$3,000,000	General Aggregate
31	\$3,000,000	Products & Completed Operations Aggregate
32	\$2,000,000	Personal & Advertising Injury each offence
33	\$2,000,000	Stop Gap / Employers' Liability each accident

34

1-07.18(5)B Automobile Liability

35

36
37 Automobile Liability shall cover owned, non-owned, hired, and leased
38 vehicles; and shall be written on a coverage form at least as broad as ISO
39 form CA 00 01. If the work involves the transport of pollutants, the
40 automobile liability policy shall include MCS 90 and CA 99 48
41 endorsements.

42

43 Such policy must provide the following minimum limit:

44

45 \$1,000,000 Combined single limit each accident

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1-07.18(5)C Workers' Compensation

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

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 1 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:

(November 4, 2024 WSDOT GSP, OPT5.FR1)
Lane, ramp, shoulder, and roadway closures are only permitted as follows:

- 48th Street East (122nd to 127th Avenue East)
- 48th Street East (127th Avenue East to Sumner Heights Drive East)

The road segments above 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 closures.

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

SPECIAL PROVISIONS - Continued

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. on the day prior to a holiday or holiday weekend, and
4. Before 7:00 a.m. on the day after the holiday or holiday weekend.
5. The two-hour period prior to and the two-hour period after the following special events:

None.

It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 3 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than 3 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 3-minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet the 3-minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

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

General Restrictions

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

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

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

Controlled Access

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

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

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

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

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

Advance Notification

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

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

SPECIAL PROVISIONS - Continued

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

3

4 **1-07.24 Rights of Way**

5 *(April 22, 2025 APWA GSP)*

6

7 Delete this section and replace it with the following:

8

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

13

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

18

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

26

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

36

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

40

41 The Contractor shall be responsible for providing, without expense or
42 liability to the Contracting Agency, any additional land and access thereto
43 that the Contractor may desire for temporary construction facilities, storage
44 of materials, or other Contractor needs. However, before using any private
45 property, whether adjoining the work or not, the Contractor shall file with the

SPECIAL PROVISIONS - Continued

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

(July 8, 2024 APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable;
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and

SPECIAL PROVISIONS - Continued

7. 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 necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab;

SPECIAL PROVISIONS - Continued

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

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

1-08.1(8)B Clauses Required in Subcontracts of All Tiers (November 25, 2024 APWA GSP)

13 Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.1(9) Submittal of Executed DBE Subcontracts

(April 22, 2025 APWA GSP, Option A)

19 This Section content and title are deleted and replaced with the following:

Submittal of Executed DBE Subcontracts

22 Prior to a DBE performing Work on the Contract, an executed subcontract
23 between the DBE and the Contractor shall be submitted to the Engineer.
24 The executed subcontracts shall be submitted to the following email
25 addresses:

26 WSDOT OECR Representative: Olympic Region –

27 ORegionOEO@wsdot.wa.gov

28 Agency OEO Representative: chuck@cityofedgewood.org

29 Other: N/A

1-08.3 Progress Schedule

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

36 Revise this section to read:

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

1-08.5 Time for Completion

This Section is supplemented with the following:

(March 13, 1995 WSDOT GSP, OPT7.FR1)

This project shall be physically completed within 60 working days.

(November 25, 2024 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

SPECIAL PROVISIONS - Continued

1 granted and all the authorized working days have been used, charging of
2 working days will cease. Each week the Engineer will provide the Contractor
3 a statement that shows the number of working days: (1) charged to the
4 contract the week before; (2) specified for the physical completion of the
5 contract; and (3) remaining for the physical completion of the contract. The
6 statement will also show the nonworking days and all partial or whole days
7 the Engineer declares as unworkable. The statement will be identified as a
8 Written Determination by the Engineer. If the Contractor does not agree with
9 the Written Determination of working days, the Contractor shall pursue the
10 protest procedures in accordance with Section 1-04.5. By failing to follow
11 the procedures of Section 1-04.5, the Contractor shall be deemed as having
12 accepted the statement as correct. If the Contractor is approved to work 10
13 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the
14 week in which a 4-10 shift is worked would ordinarily be charged as a
15 working day then the fifth day of that week will be charged as a working day
16 whether or not the Contractor works on that day.

17
18 Revise the sixth paragraph to read:

19
20 The Engineer will give the Contractor written notice of the completion date of
21 the contract after all the Contractor's obligations under the contract have been
22 performed by the Contractor. The following events must occur before the
23 Completion Date can be established:

- 24
25 1. The physical work on the project must be complete; and
- 26
27 2. The Contractor must furnish all documentation required by the
28 contract and required by law, to allow the Contracting Agency to
29 process final acceptance of the contract. The following documents
30 must be received by the Project Engineer prior to establishing a
31 completion date:
 - 32
33 a. Certified Payrolls (per Section 1-07.9(5)).
 - 34
35 b. Material Acceptance Certification Documents.
 - 36
37 c. Monthly Reports in DMCS of the amounts paid including the
38 final payment confirmation to all firms required by
39 Section 1-08.1(7)A if applicable.
 - 40
41 d. Final Contract Voucher Certification.
 - 42
43 e. Copies of the approved "Affidavit of Prevailing Wages Paid"
44 for the Contractor and all Subcontractors.
 - 45

SPECIAL PROVISIONS - Continued

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 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 \$1,850 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.

SPECIAL PROVISIONS - Continued

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

5

6 **1-09 MEASUREMENT AND PAYMENT**

7

8 **1-09.2(1) General Requirements for Weighing Equipment**

9 (November 25, 2024 APWA GSP, Option B)

10

11 Revise item 4 of the fifth paragraph to read:

12

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

19

20 (July 8, 2024 APWA GSP, Option C)

21 Revise the sixth and seventh paragraph to read:

22

23 **Trucks and Tickets** – Each truck to be weighed shall bear a unique
24 identification number. This number shall be legible and in plain view of the
25 scale operator. The Contractor shall provide Electronic tickets or Physical
26 tickets for all weighed materials. All Tickets shall, regardless of medium, at
27 a minimum, contain the following information:

28

29 1. Date of haul;

30

31 2. Contract number;

32

33 3. Contract unit Bid item;

34

35 4. Unit of measure;

36

37 5. Identification number of hauling vehicle; and

38

39 6. Weight delivered:

40

41 a. Net weight in the case of batch and hopper scales.

42

43 b. Gross weight, tare (a.m. and p.m. minimum) and net weight in
44 the case of platform scales (tare may be omitted if a tare beam
45 is used).

SPECIAL PROVISIONS - Continued

- 1
2 c. Approximate load out weight in the case of belt conveyor
3 scales.
4

5 Electronic-tickets shall be uploaded to the designated site so that they can
6 be accessed by the material receiver at the material delivery point. Physical
7 tickets shall be handed to the inspector at the delivery point at the time
8 materials are delivered. The material delivery point is defined as the location
9 where the material is incorporated into the permanent Work. The
10 Contractor's representative shall make report summaries available to the
11 Engineer's designated receiver, not later than the end of shift, for
12 reconciliation. Tickets for loads not verified as delivered will receive no pay.
13

14 **1-09.2(5) Measurement**

15 *(December 30, 2022 APWA GSP)*
16

17 Revise the first paragraph to read:
18

19 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
20 may perform verification checks on the accuracy of each batch, hopper, or
21 platform scale used in weighing contract items of Work.
22

23 **1-09.6 Force Account**

24 *(December 30, 2022 APWA GSP)*
25

26 Supplement this section with the following:
27

28 The Contracting Agency has estimated and included in the Proposal, dollar
29 amounts for all items to be paid per force account, only to provide a common
30 proposal for Bidders. All such dollar amounts are to become a part of
31 Contractor's total bid. However, the Contracting Agency does not warrant
32 expressly or by implication, that the actual amount of work will correspond
33 with those estimates. Payment will be made on the basis of the amount of
34 work actually authorized by the Engineer.
35

36 **1-09.9 Payments**

37
38 *(July 8, 2024 APWA GSP, Option A)*
39

40 Supplement this section with the following:
41

42 Lump sum item breakdowns are not required when the bid price for the lump
43 sum item is less than \$20,000.
44

SPECIAL PROVISIONS - Continued

(July 8, 2024, APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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 payment. 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:

- Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
- 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.
- Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
- 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.

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.

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.kndservices.net>

SPECIAL PROVISIONS - Continued

1-10.5 Payment

1-10.5(2) Item Bids with Lump Sum for Incidentals

Supplement this Section with the following:

(November 2, 2022 WSDOT GSP, OPT7.GR1)
“Work Zone Safety Contingency,” by force account.

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

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

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

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 48th Street East from 122nd Avenue East to Sumner-Heights Drive 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. It shall also include tree removal shown on the plans and grubbing out the existing ditches within the project limits. 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.

SPECIAL PROVISIONS - Continued

1 If the Contractor removes or damages any existing vegetation,
2 landscaping item or private irrigation system not designated for removal
3 because of any act, omission, neglect or misconduct in the execution of
4 the work, such items shall be restored or replaced in kind by the
5 Contractor to a condition similar or equal to that existing before such
6 damage or removal occurred.

7

8 **Property Release Forms**

9

10 The Contractor shall be held responsible for acquiring signed property
11 release forms in the format provided in the Appendix, for all properties
12 which have been disturbed or damaged by the Contractor's operations, or
13 utilized by the Contractor for staging, storing, or stock piling of materials or
14 equipment.

15

16 This work shall include submitting the form(s), as further shown herein, by
17 certified mail to each property owner effected and further including therein
18 a self addressed stamped envelope for the property owner's use. The
19 enclosed self addressed envelope shall be addressed to: Chuck
20 Hendricksen, Public Works Director, City of Edgewood, 2224 104th
21 Avenue, Edgewood, Washington 98372. Contractor shall provide a copy
22 of all certified mailings to the Contracting Agency.

23

24 **2-01.2 Disposal of Usable Material and Debris**

25 (*****)

26

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

28

29 Refuse and debris shall be loaded and hauled to a waste site secured by
30 the Contractor and shall be disposed of in such a manner as to meet all
31 requirements of state, county, and municipal regulations regarding health,
32 safety and public welfare.

33

34 **2-01.5 Payment**

35 (*****)

36

37 This Section is supplemented with the following:

38

39 All costs for the work in this Section shall be included in the unit contract
40 price for Roadway Excavation, Incl. Haul.

41

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(*****)

This Section is supplemented with the following:

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

2-02.3 Construction Requirements

(*****)

This Section is supplemented with the following:

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

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

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

SPECIAL PROVISIONS - Continued

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

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

(*****)

This Section is supplemented with the following:

Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and gutters shall be removed at the nearest construction joint where possible, and removed and wastehauled as required for the construction of this Project. Where directed by the Engineer, cement concrete curbs or curb and gutter shall be saw-cut prior to removal. Existing pavement shall be pre-cut before commencing excavation and shall be removed as required for the construction.

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

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

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

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

All water and slurry material resulting from sawcutting operations shall not be allowed to enter the storm drainage or sanitary sewer system and shall

SPECIAL PROVISIONS - Continued

be removed from the site and disposed of in accordance with the Washington State Department of Ecology regulations.

2-02.5 Payment

(*****)

This Section is supplemented with the following:

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

The costs for Work in this section shall be included in the unit contract price for Roadway Excavation, Incl. Haul.

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

SPECIAL PROVISIONS - Continued

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.

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."

SPECIAL PROVISIONS - Continued

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

2
3 There will be not additional payment for hauling, handling and stockpiling
4 selected materials.

6 **2-03.3(12) Overbreak**

7
8 Delete the last sentence in this Section.

10 **2-03.4 Measurement**

11 **(*****)**

12
13 Delete all paragraphs under this Section and replace with the following:

14
15 Only one determination of the original ground elevation will be made on
16 this project. Measurement for Roadway Excavation, Incl. Haul will be
17 based on the original ground elevations recorded previous to the award of
18 this contract.

19
20 If discrepancies are discovered in the ground elevations, which will
21 materially affect the quantities of earthwork, the original computations of
22 earthwork quantities will be adjusted accordingly.

23
24 Earthwork quantities will be computed, either manually or by means of
25 electronic data processing equipment, by use of the average end area
26 method or by the finite element analysis method utilizing digital terrain
27 modeling techniques.

28
29 Copies of the original survey notes will be made available for the
30 successful bidder's inspection if the Contract is awarded.

31
32 Measurement for Roadway Excavation, Incl. Haul will be per cubic yard of
33 excavation to the "neat lines" shown on the Plans.

34
35 Measurement of Unsuitable Foundation Excavation, Incl. Haul will be per
36 cubic yard, as field measured in the excavated area (not truck
37 measurement).

SPECIAL PROVISIONS - Continued

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, stockpiling, embankment construction with suitable excavated material, placing, shaping, and grading per Section 2-03, Clearing and Grubbing per Section 2-02, Subgrade Preparation per Section 2-06, Watering per Section 2-07, Sign Removal and Relocation per Section 8-21, compacting, loading, hauling to waste and disposing of all excess or unsuitable material, including logs, rocks, cobbles, etc. The unit contract price shall also include all costs required to uniformly grade and clean existing and/or new ditches to drain to existing and/or proposed drainage structures and the earthwork required for construction of driveways.

The unit contract price for “Roadway Excavation, Incl. Haul” shall also include all costs required to remove and wastehaul existing asphalt and/or concrete pavement, sidewalks, curbs and gutters, pipes and foundation as shown on the Plans and as described in Section 2-02.

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

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

“Unsuitable Foundation Excavation, Incl. Haul,” per cubic yard.

In the event that the Engineer directs and authorizes the Contractor to excavate unsuitable material below design subgrade, then this additional excavation, to include excavating, loading, wastehauling and disposal of

SPECIAL PROVISIONS - Continued

1 the material shall be measured and paid at the unit contract price per
2 cubic yard for "Unsuitable Foundation Excavation, Incl. Haul."
3

4 **2-04 HAUL**

5

6 **2-04.1 Description**

7 (*****)

8

9 This Section is supplemented with the following:

10

11 If the sources of materials provided by the Contractor necessitates hauling
12 over any public roads, the Contractor shall, at the Contractor's expense,
13 make all arrangements for the use of the haul routes. No separate monies
14 will be due the Contractor for this work.
15

16

16 **2-06 SUBGRADE PREPARATION**

17

18 **2-06.3(1) Subgrade for Surfacing**

19 (*****)

20

21 This Section is supplemented with the following:

22

23 9. The grading shall be completed at least 300 feet ahead of the
24 placing of gravel borrow or crushed surfacing base material.
25

26

26 **2-07 WATERING**

27

28 **2-07.3 Construction Requirements**

29 (*****)

30

31 This Section is supplemented with the following:

32

33 During construction, the Contractor shall have dedicated to the Project a
34 suitable water truck that shall be operated as necessary to control dust.
35 Failure to have a water truck immediately accessible to the job and failure
36 to use a water truck for dust control shall be adequate reason for the
37 Engineer to issue a suspension of work.
38

39

39 Water for this Project may be obtained from the Mountain View Water
40 District (District). A hydrant permit will be required to be secured by the
41 Contractor for any necessary water.
42

43

43 Water will be provided at the convenience of the District and shall be used
44 sparingly and not wasted. The District reserves the right to control the
45 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

SPECIAL PROVISIONS - Continued

existing utilities to the proposed work will adversely affect production rates 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 to locate more precisely existing underground utilities as to location and depth where shown on the Plans or where directed by the Engineer.

2-09.4 Measurement

(*****)

This Section is supplemented with the following:

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

SPECIAL PROVISIONS - Continued

2-09.5 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.

“Pothole,” per each.

The unit contract price per each for “Pothole” shall be full compensation for all costs incurred by the Contractor in locating existing utilities to include ordering multiple locates, excavating, vactoring, measuring and recording, the depth of cover to utility, recording the utility material type, recording the diameter of utility, transmitting the pothole data to the Contracting Agency, and backfilling pothole locations where shown on the Plans or directed by the Contracting Agency.

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.1 Description

(*****)

This Section is supplemented with the following:

This Work also includes furnishing and installing Geogrid at the subgrade of the new pavement section and furnishing and installing jute mat along the ditches as shown on the Plans.

2-12.2 Materials

(*****)

This Section is supplemented with the following:

Geogrid shall be a coextruded composite polymer sheet which is punched and oriented with the resulting structure consisting of continuous and non-continuous ribs forming three-aperture geometries (hexagon, trapezoid and triangle) and an unimpeded suspended hexagon.

Geogrid shall meet the following property and dimension specifications:

SPECIAL PROVISIONS - Continued

Identification Properties ¹		General
Structure		Coextruded & Integrally Formed
Aperture Shape - A		Hexagonal, Trapezoidal, & Triangular
Rib Shape - B		Rectangular
Continuous Parallel Rib Pitch ² - C, in (mm)		3.2 (80)
Rib Aspect Ratio ³ - D		> 1.0
Node Thickness ² - E, in (mm)		0.18 (4.5)
Color Identification		White/Black/White
Product EPD Certification ⁴		EN 15804 +A2:2019
Durability Properties		
Resistance to Chemical Degradation ⁵		100%
Resistance to Ultraviolet Light and Weathering ⁶		90%

Property	Standard Width Roll		Wide Width Roll	
Roll Width ² , ft (m)	12.5	(3.8)	15.5	(4.7)
Roll Length ² , ft (m)	197	(60)	262	(80)
Roll Area, sy ² (m ²)	274	(229)	451	(377)
Roll Diameter ⁷ , in. (mm)	20	(508)	21.5	(551)
Roll Weight lbs ⁷ . (Kgs)	183	(83)	301	(137)
Approx. Rolls per Full-Truck	Min: 92	Max: 100	Min: 57	Max: 60

Jute Mat shall be a woven geotextile meeting the requirements of Table 4 Ditch Lining in Section 9-33(1) with a roll width of 4 feet.

2-12.4 Measurement

(*****)

This Section is supplemented with the following:

Construction Geogrid for Separation will be measured by the square yard for the ground surface actually covered.

2-12.5 Payment

(*****)

This Section is supplemented with the following:

“Construction Geogrid for Separation,” per square yard.

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

1 shall be required to furnish such materials in the amounts required for the
2 designated mix. Mineral materials include coarse and fine aggregates, and
3 mineral filler.
4

5 The Contractor may choose to utilize recycled asphalt pavement (RAP) in
6 the production of HMA. The RAP may be from pavements removed under
7 the Contract, if any, or pavement material from an existing stockpile.
8

9 The Contractor may use up to 20 percent RAP by total weight of HMA with
10 no additional sampling or testing of the RAP. The RAP shall be sampled
11 and tested at a frequency of one sample for every 1,000 tons produced and
12 not less than ten samples per project. The asphalt content and gradation
13 test data shall be reported to the Contracting Agency when submitting the
14 mix design for approval on the QPL. The Contractor shall include the RAP
15 as part of the mix design as defined in these Specifications.
16

17 The grade of asphalt binder shall be as required by the Contract. Blending
18 of asphalt binder from different sources is not permitted.
19

20 The Contractor may only use warm mix asphalt (WMA) processes in the
21 production of HMA with 20 percent or less RAP by total weight of HMA. The
22 Contractor shall submit to the Engineer for approval the process that is
23 proposed and how it will be used in the manufacture of HMA.
24

25 Production of aggregates shall comply with the requirements of
26 Section 3-01.
27

28 Preparation of stockpile site, the stockpiling of aggregates, and the removal
29 of aggregates from stockpiles shall comply with the requirements of
30 Section 3-02.
31

32 **5-04.2(2) Mix Design – Obtaining Project Approval**

33
34 *ESALs*
35

36 The number of ESALs for the design and acceptance of the HMA shall be
37 0.3 to <3 million.
38

39 Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.
40

41 No paving shall begin prior to the approval of the mix design by the
42 Engineer.
43

44 **Nonstatistical** evaluation will be used for all HMA not designated as
45 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.

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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 wastehauled 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 wastehauled 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 ½ 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

1 and at interior joints within the bridge deck when and where shown in the
2 Plans. Establish the sawcut alignment points in a manner that they remain
3 functional for use in aligning the sawcut after placing the overlay.
4

5 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's
6 application procedure.
7

8 Construct the bridge paving joint seal as specified ion the Plans and in
9 accordance with the detail shown in the Standard Plans. Construct the
10 sawcut in accordance with the detail shown in the Standard Plan. Construct
11 the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's
12 application procedure.
13

5-04.3(12)B2 Paved Panel Joint Seal

14

15
16 Construct the paved panel joint seal in accordance with the requirements
17 specified in section 5-04.3(12)B1 and the following requirement:
18

- 19 1. Clean and seal the existing joint between concrete panels in
20 accordance with Section 5-01.3(8) and the details shown in the
21 Standard Plans.
22

5-04.3(13) Surface Smoothness

23

24
25 The completed surface of all courses shall be of uniform texture, smooth,
26 uniform as to crown and grade, and free from defects of all kinds. The
27 completed surface of the wearing course of the following sections of
28 Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot
29 straightedge placed on the surface parallel to centerline:
30

- 31 1. roads less than 45 mph
32

33 The completed surface of the wearing course of all other sections of
34 Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot
35 straightedge placed on the surface parallel to centerline.
36

37 The transverse slope of the completed surface of the wearing course shall
38 vary not more than 1/4 inch in 10 feet from the rate of transverse slope
39 shown in the Plans.
40
41

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

5-04.3(14)A Vacant

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

5-04.3(14)B1 General

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

1. Intersections

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact

SPECIAL PROVISIONS - Continued

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 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.

SPECIAL PROVISIONS - Continued

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.

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.

SPECIAL PROVISIONS - Continued

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:

SPECIAL PROVISIONS - Continued

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
 - a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are

proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.

- c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

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

5-04.4 Measurement

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

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, catch basins, junction boxes, monuments, and valve boxes to grade unless a specific bid item has been listed in the proposal for this work. It shall also include coordination with other utility representatives for adjustments of valve boxes to grade.

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

“Temporary HMA,” per ton.

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

“Job Mix Compliance Price Adjustment,” by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

SPECIAL PROVISIONS - Continued

- 1 “Compaction Price Adjustment,” by calculation.
- 2
- 3 “Compaction Price Adjustment” will be calculated and paid for as described
- 4 in Section 5-04.3(10)D3.

DIVISION 7

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

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**

2

3 **7-07.4 Measurement**

4 (*****)

5

6 Delete this Section and replace with the following:

7

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

10

11 **7-07.5 Payment**

12 (*****)

13

14 Delete this Section and replace with the following:

15

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

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(*****)

This Section is supplemented with the following:

This work also consists of transfer of coverage of the National Pollution Discharge Elimination System Construction Stormwater General Permit (CSWGP) from the Contracting Agency to the Contractor.

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.

SPECIAL PROVISIONS - Continued

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.

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 by the CSWGP 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

SPECIAL PROVISIONS - Continued

separate contract items in the Proposal, including furnishing, installing, maintaining, removal of erosion/water pollution prevention devices, furnishing and installing hydroseed as a best management practice to all disturbed areas at the end of the project, and CSWGP transfer of coverage permit fees and closeout permit fees.

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.

SPECIAL PROVISIONS - Continued

8-02.3(3)B Chemical Pesticides

(*****)

This Section is supplemented with the following:

No chemical herbicides will be allowed in planting areas.

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:

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.

SPECIAL PROVISIONS - Continued

1 **Final Acceptance**

2

3 Final acceptance by the Contracting Agency for soil preparation will be
4 contingent on the approval of all inspections, and that the soil preparation
5 is consistent with these specifications and with the Plans.

6

7 **8-02.3(10)C Lawn Establishment**

8 (*****)

9

10 This Section is supplemented with the following:

11

12 **Inspection and Substantial Completion**

13

14 After completion of all sodding and seeding, including the post-planting
15 fertilization which follows the first mowing, the Contracting Agency will
16 review the sodded or seeded areas for adequacy. Areas not fully
17 established (sod) or germinated (seeded) with a uniform stand of grass, or
18 areas damaged through any cause prior to this inspection shall be
19 resodded/reseeded, by the Contractor as herein specified and at the
20 Contractor's sole expense as no additional monies will be due the
21 Contractor. "Uniform stand of grass" shall signify complete cover of lush,
22 thriving, green grass with no bare spots.

23

24 **Reseeding**

25

26 Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per
27 1,000 square foot, all areas failing to show a uniform stand of grass after
28 germination of seed, or damage through any cause before physical
29 completion of the Project.

30

31 **8-02.5 Payment**

32 (*****)

33

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

35

36 All costs for furnishing and installing as needed for a BMP shall be
37 included in the lump sum contract price for Erosion Control and Water
38 Pollution Prevention.

39

40 **8-09 RAISED PAVEMENT MARKERS**

41

42 **8-09.3 Construction Requirements**

43 (*****)

44

45 This Section is supplemented with the following:

SPECIAL PROVISIONS - Continued

1
2 One Blue Raised Pavement Marker, Type 2 shall be placed in-line with the
3 lane line that is closest to the hydrant perpendicular to the centerline of the
4 roadway in front of each fire hydrant. On a two-lane roadway, the marker
5 shall be offset from the centerline 4 inches toward the hydrant location.
6

7 **8-13 MONUMENT CASES**

8 9 **8-13.1 Description**

10 (*****)
11

12 This Section is supplemented with the following:
13

14 This work shall also consist of replacing monuments in accordance with
15 the Plans and these Specifications.
16

17 **8-13.3 Construction Requirements**

18 (*****)
19

20 Delete the last sentence in this Section and replace it with the following:
21

22 For all new (replaced) monuments, the Contractor shall furnish and install
23 bronze plug with minimum 2-1/2 inch diameter unless shown otherwise on
24 the Plans. The Contractor's licensed surveyor will survey and stamp the
25 bronze plug.
26

27 **8-13.4 Measurement**

28 (*****)
29

30 This Section is supplemented with the following:
31

32 Measurement of Monument Case and Cover will be per each new
33 monument installed.
34

35 **8-13.5 Payment**

36 (*****)
37

38 This Section is supplemented with the following:
39

40 "Monument Case and Cover," per each.
41

42 The unit contract price per each for "Monument Case and Cover" shall be
43 full pay for all materials, labor, tools and equipment necessary to furnish
44 and to reference the existing monument to be replaced, furnish and install
45 the concrete base, bronze plug, case and cover, and for the Contractor's

SPECIAL PROVISIONS - Continued

1 licensed surveyor to stamp the monument and fill out and obtain the
2 monument destruction and replacement permit, prepare and file the
3 associated record of survey along with any fees.
4

5 **8-21 PERMANENT SIGNING**

6 **8-21.3(4) Sign Removal**

7
8 (*****)
9

10 This Section is supplemented with the following:

11
12 The Contractor shall obtain approval from the Engineer prior to removing
13 existing signs.
14

15 **8-21.3(5) Sign Relocation**

16 (*****)
17

18 This Section is supplemented with the following:

19
20 All existing signs not designated for permanent removal that are damaged
21 or removed shall be replaced by the Contractor at no additional expense
22 to the Contracting Agency.
23

24 Existing signs shall be temporarily relocated by the Contractor, as
25 required, to portable sign stands, subject to the approval of the Engineer.
26 When temporarily installed on posts, the signs shall be located as near as
27 practical to their permanent locations and shall have a minimum vertical
28 clearance above the pavement in accordance with the Manual on Uniform
29 Traffic Control Devices (MUTCD).
30

31 All portable sign stands shall be designed to rigidly support the sign in
32 position without creating a hazard to the motorist. Portable sign stands
33 shall be furnished by the Contractor and upon completion of the work shall
34 remain the property of the Contractor and shall be removed from the
35 Project.
36

37 **8-21.5 Payment**

38 (*****)
39

40 This Section is supplemented with the following:

41
42 All costs for the work in this Section shall be included in the unit contract
43 price for Roadway Excavation, Incl. Haul.
44

8-22 PAVEMENT MARKING

8-22.1 Description

(*****)

This Section is supplemented with the following:

Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material, as outlined in Sections 1-07.23 and 1-10 of the Standard Specifications and these Special Provisions.

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.

SPECIAL PROVISIONS - Continued

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.

Reflectorized beading as stated in Section 8-22.3(3) of the Standard Specifications shall be provided with all pavement markings.

8-22.3(6) Removal of Pavement Markings

(*****)

This Section is supplemented with the following:

All Type D pavement markings and raised pavement markers shall be removed prior to any HMA overlay.

Painting is not an acceptable method for obliteration or removal of pavement markings.

DIVISION 9
MATERIALS

9-03 AGGREGATES

9-03.8(7) HMA Tolerances and Adjustments

(March 18, 2025 G&O GSP)

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-04.3(9), the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

Aggregate, percent passing	Nonstatistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

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 section, except the tolerance limits for sieves designated as 100 percent passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

Appendices

(January 2, 2012 WSDOT GSP, FR9)

The following appendices are attached and made a part of this contract:

APPENDIX A:

Supplemental Bidder Responsibility Criteria.

APPENDIX B:

Stormwater Pollution Prevention Plan.

APPENDIX C:

Inadvertent Discovery of Archeological or Historical Materials Plan.

APPENDIX D:

Soil Logs.

SPECIAL PROVISIONS - Continued

1 **(May 5, 2025)**

2 **Standard Plans**

3
4 The Washington State Department of Transportation *Standard Plans* M21-01,
5 published September 2024, is made a part of this Contract with the following
6 revisions:

7 8 A-10.30

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

11
12 INSTALLATION detail, SECTION A: The "1/4" callout is revised to read
13 "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the
14 Section A view)"

15 16 A-40.20

17 Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

- 18
19 1. Use the ½ inch joint details for bridges with expansion length less
20 than 100 feet and for bridges with L type abutments. Use the 1 inch
21 joint details for other applications.
- 22
23 2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete
24 bridge deck panels.
- 25
26 3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End"
27 shall be used for payment. For details 5 and 6, the item "HMA Joint
28 Seal at Bridge Deck Panel Joint" shall be used for payment. For
29 detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall
30 be used for payment.

31
32 Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

33 34 A-50.40

35 Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31
36 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN
37 C-25.20 OR C-25.30)" is revised to read "BEAM GUARDRAIL TYPE 31
38 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-
39 25.20, C-25.30, OR C-25.32)"

40 41 A-60.40

42 Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

43 44 B-90.40

45 Valve Detail – DELETED

SPECIAL PROVISIONS - Continued

C-20.41

Note 4, First Sentence, "Box Culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read; "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater of separation between the bottom of the guardrail post and top of the culvert"

BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension "41" MIN. 72" MAX." is revised to read; "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

C20-43

Note 4, First Sentence: "Box culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read: "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater separation between the bottom of guardrail post and top of culvert."

BOX CULVERT POST & BASE PLATE ASSEMBLY, ELEVATION VIEW, post assembly length dimension - "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

C-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"

ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

C-60.20

Sheet 1, Plan view, callout - "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8" DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)"

C-70.15

BARRIER CONNECTION DETAIL, callout - "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH TYPE 3 GROUT (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-20.3(20)" is revised to read "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH

SPECIAL PROVISIONS - Continued

GROUT TYPE 3 (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-02.3(20)"

C81.10

Sheet 1, TYPICAL SECTION – TRAFFIC BARRIER the R4 #6 bar on the traffic face may be placed 4" down from the top of the barrier to allow additional room to install BP railing or other attachments. The R4 bar shall be kept tight to the front R2 bar.

Sheet 4, the existing table "IMPACT SHEAR AND IMPACT MOMENT TABLE" is renamed to "IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS" keynote 25 is still applicable.

Sheet 4, NOTES, the following Note is added: "3. Deck overhangs for this use constitute plain reinforced concrete typically around 8" in thickness, non-prestressed moment slabs or approach slabs, or plain reinforced and longitudinally prestressed box girders which employ a topping slab. Other Supporting Structure Systems inclusive of post-tensioned decks, walls, and or Structure segments tied together without a topping slab, with the ties in the barrier resistance load path, shall use the impact shear and moments for other supporting structures."

Sheet 4, the following table is added with a keynote 25.

IMPACT SHEAR AND MOMENT TABLE OTHER SUPPORTING STRUCTURES										
	Interior Segment					End Segment				
Roadway and Fill Height at Curb Line (in)	0	6	12	18	24	0	6	12	18	24
End Segment Length (ft)	-	-	-	-	-	10.00	10.50	11.25	11.75	12.50
Impact Moment (kip*ft/ft)	19.86	24.12	28.55	33.16	37.97	20.80	25.17	29.65	34.27	39.04
Impact Shear (kip/ft)	7.89	8.04	8.23	8.44	8.68	8.27	8.39	8.54	8.72	8.92

C-81.15

Sheet 1, General Notes, Add Note 7, to read;"7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3."

SPECIAL PROVISIONS - Continued

C-85.11

On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)”

D-3.09

Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout – “BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16” is revised to read: “BARRIER ON WALL ~ SEE CONTRACT PLANS”

D-3.10

Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11

Sheet 1, Typical Section, callout – “B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW”.

D-10.15

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW”.

SPECIAL PROVISIONS - Continued

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7".

D-10.45

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8".

F-10.18

Note 1; "Construct curb joints at concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing." is revised to read – "See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing."

F-30.10

All five instances of the "2.0% MAX." are replaced with "2.1% MAX."

F-40.12

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.14

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

SPECIAL PROVISIONS - Continued

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.15

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.16

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 8 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-80.10

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 6 is replaced with the following:

The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.

Section A is amended as follows:

SPECIAL PROVISIONS - Continued

Delete: "15" Max."

J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.01

STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height column – "15'-0" "is revised to read; "14'-0" "

J-20.10

DELETED

J-20.11

DELETED

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

Add General Note 2, to read: "Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown."

Revise View Titles (Both Sheets) to read: "ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY"

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

SPECIAL PROVISIONS - Continued

J-21.10

Sheet 1, Anchor Bolt Template, callout; "9" (IN) BOLT CIRCLE" is revised to read: "9" (IN) DIA.BOLT CIRCLE"

Base Plate Detail, callout; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6" (IN)" IS REVISED TO READ; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16" (IN)"

Flat Foundation Detail – Elevation, 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"

Flat Foundation Detail – Elevation, dimension; 4' – 0" is revised to read; "4' – 0" ROUND OR 3' – 0" SQUARE"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

On both elevation views, the overall standard height dimension "15'-0" " is revised to read; "14'-0" "

J-28.30

General Note 13 – "See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier" is revised to read; "See Standard Plan C-85.15 for steel light standards on traffic barrier."

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-50.15

Sheet 1, SECTION A, the call out "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3 PAIRS" is revised to read "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS"

SPECIAL PROVISIONS - Continued

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note:
"Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

L-5.10

Add new general Note 9 on sheet 1 – "9. The top of wall in Section A on Sheet 1 shall be located as follows: 1) flush with the finished grade when placed within the deflection distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be located at mid height between the top rail and the top of structure."

M-20.30

Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE NOTE 5)"

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00...10/12/07	A-50.10-02.....7/18/24
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-40.50-03....9/12/23	A-60.40-00.....8/31/07
B-5.20-039/9/20	B-30.50-032/27/18	B-75.20-03.....8/17/21
B-5.40-021/26/17	B-30.60-009/9/20	B-75.50-02.....3/15/22
B-5.60-021/26/17	B-30.40-032/27/18	B-70.60-01.....1/26/17

SPECIAL PROVISIONS - Continued

	B-10.20-03.....8/23/23	B-30.70-042/27/18	B-75.60-00.....6/8/06
	B-10.40-02.....8/17/21	B-30.80-012/27/18	B-80.20-00.....6/8/06
	B-10.70-03.....8/23/23	B-30.90-021/26/17	B-80.40-00.....6/1/06
	B-15.20-01.....2/7/12	B-35.20-006/8/06	B-85.10-01.....6/10/08
	B-15.40-01.....2/7/12	B-35.40-018/23/23	B-85.20-00.....6/1/06
	B-15.60-02.....1/26/17	B-40.20-006/1/06	B-85.30-00.....6/1/06
	B-20.20-02.....3/16/12	B-40.40-021/26/17	B-85.40-00.....6/8/06
	B-20.40-04.....2/27/18	B-45.20-017/11/17	B-85.50-01.....6/10/08
	B-20.60-03.....3/15/12	B-45.40-017/21/17	B-90.10-00.....6/8/06
	B-25.20-02.....2/27/18	B-50.20-006/1/06	B-90.20-00.....6/8/06
	B-25.60-03.....8/23/23	B-55.20-038/17/21	B-90.30-00.....6/8/06
	B-30.05-00.....9/9/20	B-60.20-029/9/20	B-90.40-01.....1/26/17
	B-30.10-03.....2/27/18	B-60.40-012/27/18	B-90.50-00.....6/8/06
	B-30.15-00.....2/27/18	B-65.20-014/26/12	B-95.20-02.....8/17/21
	B-30.20-04.....2/27/18	B-65.40-006/1/06	B-95.40-01.....6/28/18
	B-30.30-03.....2/27/18	B-70.20-013/15/22	
1	C-19/8/22	C-23.70-01 ..10/16/23	C-70.10-04 ..10/16/23
	C-1b10/12/23	C-24.10-057/21/24	C-70.15-017/21/24
	C-1d10/31/03	C-24.15-003/15/22	C-75.10-029/16/20
	C-6a9/8/22	C-25.20-078/20/21	C-75.20-038/20/21
	C-79/8/22	C-25.22-068/20/21	C-75.30-038/20/21
	C-7a9/8/22	C-25.26-058/20/21	C-80.10-03 ..10/16/23
	C-20.10-09 ..10/12/23	C-25.30-018/20/21	C-80.20-016/11/14
	C-20.14-059/8/22	C-25.32-007/29/24	C-80.30-028/20/21
	C-20.15-03 ..10/12/23	C-25.80-058/12/19	C-80.40-016/11/14
	C-20.18-049/8/22	C-60.10-047/21/24	C-85.10-004/8/12
	C-20.40-10 ..10/12/23	C-60.15-017/21/24	C-85.11-019/16/20
	C-20.41-057/18/24	C-60.20-019/8/22	C-85.15-03 ..10/17/23
	C-20.43-017/18/24	C-60.30-027/21/24	C-85-18-039/8/22
	C-20.44-008/13/24	C-60.40-017/21/24	C-81.10-009/12/23
	C-20.45-039/8/22	C-60.45-017/21/24	C-81.15-009/12/23
	C-20.55-007/30/24	C-60.50-017/21/24	
	C-22.16-08 ..10/17/23	C-60.60-017/21/24	
	C-22.40-117/21/24	C-60.70-019/8/22	
	C-22.45-077/21/24	C-60.80-027/21/24	
2	D-2.36-036/11/14	D-3.11-036/11/14	D-10.25-018/7/19
	D-2.46-028/13/21	D-412/11/98	D-10.30-007/8/08
	D-2.84-0011/10/05	D-66/19/98	D-10.35-007/8/08
	D-2.92-014/26/22	D-10.10-0112/2/08	D-10.40-0112/2/08
	D-3.09-005/17/12	D-10.15-0112/2/08	D-10.45-0112/2/08
	D-3.10-015/29/13	D-10.20-018/7/19	D-20.10-0010/9/23
3	E-1.....2/21/07	E-4.....8/27/03	E-20.10-00.....9/12/23

SPECIAL PROVISIONS - Continued

1	E-2.....5/29/98	E-4a.....8/27/03	E-20.20-00.....10/4/23
	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-10.18-04.....6/28/24	F-30.10-04.....9/25/20	F-45.10-05.....6/4/24
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
2	G-10.10-009/20/07	G-24.50-058/7/19	G-90.10-037/11/17
	G-20.10-038/20/21	G-24.60-056/28/18	G-90.20-057/11/17
	G-22.10-046/28/18	G-25.10-059/16/20	G-90.30-047/11/17
	G-24.10-0011/8/07	G-26.10-007/31/19	G-95.10-026/28/18
	G-24.20-012/7/12	G-30.10-046/23/15	G-95.20-036/28/18
	G-24.30-026/28/18	G-50.10-036/28/18	G-95.30-036/28/18
	G-24.40-076/28/18		
3	H-10.10-016/2/24	H-30.10-00 ..10/12/07	H-70.10-028/17/21
	H-10.11-006/2/24	H-32.10-009/20/07	H-70.20-028/17/21
	H-10.15-016/2/24	H-60.10-017/3/08	
	H-10.16-006/2/24	H-60.20-017/3/08	
4	I-10.10-018/11/09	I-30.20-009/20/07	I-40.20-009/20/07
	I-30.10-023/22/13	I-30.30-026/12/19	I-50.20-027/6/22
	I-30.15-023/22/13	I-30.40-026/12/19	I-60.10-016/10/13
	I-30.16-017/11/19	I-30.60-026/12/19	I-60.20-016/10/13
	I-30.17-016/12/19	I-40.10-009/20/07	I-80.10-027/15/16
5	J-05.50-008/30/22	J-26.10-037/21/16	J-50.05-007/21/17
	J-107/18/97	J-26.15-015/17/12	J-50.10-017/31/19
	J-10.10-049/16/20	J-26.20-016/28/18	J-50.11-027/31/19
	J-10.12-009/16/20	J-27.10-017/21/16	J-50.12-028/7/19
	J-10.14-009/16/20	J-27.15-003/15/12	J-50.13-018/30/22
	J-10.15-016/11/14	J-28.01-008/30/22	J-50.15-017/21/17
	J-10.16-028/18/21	J-28.10-028/7/19	J-50.16-013/22/13
	J-10.17-028/18/21	J-28.22-008/07/07	J-50.18-008/7/19
	J-10.18-028/18/21	J-28.24-029/16/20	J-50.19-008/7/19
	J-10.20-048/18/21	J-28.26-01 ..12/02/08	J-50.20-006/3/11
	J-10.21-028/18/21	J-28.30-046/18/24	J-50.25-006/3/11
	J-10.22-0310/4/23	J-28.40-026/11/14	J-50.30-006/3/11
	J-10.25-016/21/24	J-28.42-016/11/14	J-60.05-017/21/16
	J-10.26-008/30/22	J-28.43-016/28/18	J-60.11-005/20/13
	J-12.15-006/28/18	J-28.45-037/21/16	J-60.12-005/20/13
	J-12.16-006/28/18	J-28.50-037/21/16	J-60.13-006/16/10
	J-15.10-016/11/14	J-28.60-038/27/21	J-60.14-017/31/19
	J-15.15-027/10/15	J-28.70-048/30/22	J-75.10-027/10/15

SPECIAL PROVISIONS - Continued

	J-20.01-016/21/24	J-29.10-028/26/22	J-75.20-017/10/15
	J-20.05-006/21/24	J-29.15-017/21/16	J-75.30-027/10/15
	J-20.10-0510/4/23	J-29.16-027/21/16	J-75.50-008/30/22
	J-20.11-037/31/19	J-30.10-018/26/22	J-75.55-008/30/22
	J-20.15-046/21/24	J-40.01-008/30/22	J-80.05-008/30/22
	J-20.16-026/30/14	J-40.05-007/21/16	J-80.10-018/18/21
	J-20.20-025/20/13	J-40.10-044/28/16	J-80.12-008/18/21
	J-20.26-017/12/12	J-40.20-034/28/16	J-80.15-006/28/18
	J-21.10-056/21/24	J-40.30-044/28/16	J-81.10-028/18/21
	J-21.15-016/10/13	J-40.35-015/29/13	J-81.12-009/3/21
	J-21.16-026/21/24	J-40.36-027/21/17	J-84.05-008/30/22
	J-21.17-016/10/13	J-40.37-027/21/17	J-86.10-006/28/18
	J-21.20-016/10/13	J-40.38-015/20/13	J-90.10-036/28/18
	J-22.15-036/21/24	J-40.39-005/20/13	J-90.20-036/28/18
	J-22.16-037/10/15	J-40.40-027/31/19	J-90.21-026/28/18
	J-22.17-006/21/24	J-45.36-007/21/17	J-90.50-006/28/18
1	K-70.20-01.....6/1/16	K-80.32-008/17/21	K-80.35-01.....9/16/20
	K-80.10-02.....9/25/20	K-80.34-008/17/21	K-80.37-01.....9/16/20
2	L-5.10-02.....6/5/24	L-20.10-037/14/15	L-40.20-026/21/12
	L-5.15-00.....9/19/22	L-30.10-026/11/14	L-70.10-015/21/08
	L-10.10-026/21/12	L-40.15-016/16/11	L-70.20-015/21/08
3	M-1.20-04.....9/25/20	M-9.60-002/10/09	M-24.66-007/11/17
	M-1.40-03.....9/25/20	M-11.10-04.....8/2/22	M-40.10-04 ..10/17/23
	M-1.60-03.....9/25/20	M-12.10-04....6/28/24	M-40.20-00 ..10/12/07
	M-1.80-03.....6/3/11	M-15.10-027/17/23	M-40.30-017/11/17
	M-2.20-037/10/15	M-17.10-027/3/08	M-40.40-009/20/07
	M-2.21-007/10/15	M-20.10-048/2/22	M-40.50-009/20/07
	M-3.10-049/25/20	M-20.20-024/20/15	M-40.60-009/20/07
	M-3.20-048/2/22	M-20.30-056/28/24	M-60.10-016/3/11
	M-3.30-049/25/20	M-20.40-036/24/14	M-60.20-038/17/21
	M-3.40-049/25/20	M-20.50-026/3/11	M-65.10-038/17/21
	M-3.50-039/25/20	M-24.20-024/20/15	M-80.10-016/3/11
	M-5.10-039/25/20	M-24.40-024/20/15	M-80.20-006/10/08
	M-7.50-011/30/07	M-24.60-046/24/14	M-80.30-006/10/08
	M-9.50-026/24/14	M-24.65-007/11/17	

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: 09/10/2025

Pierce County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	\$67.39	5D	1H	
Boilermakers	Journey Level	\$78.89	5N	1C	
Brick Mason	Journey Level	\$76.07	7E	1N	
Brick Mason	Pointer-Caulker-Cleaner	\$76.07	7E	1N	
Building Service Employees	Janitor	\$24.04	5S	2F	
Building Service Employees	Traveling Waxer / Shampooer	\$24.49	5S	2F	

Building Service Employees	Window Cleaner (High Time)	\$31.99	5S	2F	
Building Service Employees	Window Cleaner (Non-High Time)	\$31.49	5S	2F	
Cabinet Makers (In Shop)	Journey Level	\$28.36		1	
Carpenters	Acoustical Worker	\$83.21	15J	11U	
Carpenters	Bridge Dock and Wharf Carpenter	\$84.81	15J	11U	9L
Carpenters	Floor Layer & Floor Finisher	\$83.21	15J	11U	
Carpenters	General Carpenter	\$83.21	15J	11U	
Carpenters	Scaffold Erector	\$83.21	15J	11U	
Cement Masons	Application of all Composition Mastic	\$81.87	15J	4U	
Cement Masons	Application of all Epoxy Material	\$81.36	15J	4U	
Cement Masons	Application of all Plastic Material	\$81.87	15J	4U	
Cement Masons	Application of Sealing Compound	\$81.36	15J	4U	
Cement Masons	Application of Underlayment	\$81.87	15J	4U	
Cement Masons	Building General	\$81.36	15J	4U	

Cement Masons	Composition or Kalman Floors	\$81.87	15J	4U
Cement Masons	Concrete Paving	\$81.36	15J	4U
Cement Masons	Curb & Gutter Machine	\$81.87	15J	4U
Cement Masons	Curb & Gutter, Sidewalks	\$81.36	15J	4U
Cement Masons	Curing Concrete	\$81.36	15J	4U
Cement Masons	Finish Colored Concrete	\$81.87	15J	4U
Cement Masons	Floor Grinding	\$81.87	15J	4U
Cement Masons	Floor Grinding/Polisher	\$81.36	15J	4U
Cement Masons	Green Concrete Saw, self-powered	\$81.87	15J	4U
Cement Masons	Grouting of all Plates	\$81.36	15J	4U
Cement Masons	Grouting of all Tilt-up Panels	\$81.36	15J	4U
Cement Masons	Guniting Nozzleman	\$81.87	15J	4U
Cement Masons	Hand Powered Grinder	\$81.87	15J	4U
Cement Masons	Journey Level	\$81.36	15J	4U
Cement Masons	Patching Concrete	\$81.36	15J	4U
Cement Masons	Pneumatic Power Tools	\$81.87	15J	4U

Cement Masons	Power Chipping & Brushing	\$81.87	15J	4U	
Cement Masons	Sand Blasting Architectural Finish	\$81.87	15J	4U	
Cement Masons	Screed & Rodding Machine	\$81.87	15J	4U	
Cement Masons	Spackling or Skim Coat Concrete	\$81.36	15J	4U	
Cement Masons	Troweling Machine Operator	\$81.87	15J	4U	
Cement Masons	Troweling Machine Operator on Colored Slabs	\$81.87	15J	4U	
Cement Masons	Tunnel Workers	\$81.87	15J	4U	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	\$144.72	15J	11T	9I
Divers & Tenders	Dive Supervisor	\$146.22	15J	11T	9I
Divers & Tenders	Diver	\$144.72	15J	11T	9I
Divers & Tenders	Diver Tender	\$91.05	15J	11T	9I
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$114.73	15J	11U	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$124.28	15J	11U	

30.01-44.00 PSI

Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$133.82	15J	11U	
44.01 - 54.00 PSI					
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$143.37	15J	11U	
54.01 - 60.00 PSI					
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$152.91	15J	11U	
60.01 - 64.00 PSI					
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$162.46	15J	11U	
64.01 - 68.00 PSI					
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$172.00	15J	11U	
68.01 - 70.00 PSI					
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$181.55	15J	11U	
70.01 - 72.00 PSI					
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$191.09	15J	11U	
72.01 - 74.00 PSI					
Divers & Tenders	Lead Diver (Dive Master)	\$105.51	15J	11T	9I
Divers & Tenders	Manifold Operator (Life Support Technician)	\$96.05	15J	11U	9I

Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$91.05	15J	11T	9I
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$91.05	15J	11U	9I
Divers & Tenders	Remote Operated Vehicle Tender	\$84.75	15J	11T	9I
Divers & Tenders	Stand-by Diver	\$100.51	15J	11T	9I
Dredge Workers	Assistant Engineer	\$89.47	5D	3F	
Dredge Workers	Assistant Mate (Deckhand)	\$88.78	5D	3F	
Dredge Workers	Boatmen	\$89.47	5D	3F	
Dredge Workers	Engineer Welder	\$91.20	5D	3F	
Dredge Workers	Leverman, Hydraulic	\$93.03	5D	3F	
Dredge Workers	Mates	\$89.47	5D	3F	
Dredge Workers	Oiler	\$88.78	5D	3F	
Drywall Applicator	Journey Level	\$81.71	150	11S	
Drywall Tapers	Journey Level	\$81.71	150	11S	
Electrical Fixture Maintenance Workers	Journey Level	\$17.76		1	
Electricians - Inside	Cable Splicer	\$98.98	5C	1G	

Electricians - Inside	Journey Level	\$92.27	5C	1G	
Electricians - Inside	Lead Covered Cable Splicer	\$105.70	5C	1G	
Electricians - Inside	Welder	\$98.98	5C	1G	
Electricians - Motor Shop	Craftsman	\$16.66		1	
Electricians - Motor Shop	Journey Level	\$16.66		1	
Electricians - Powerline Construction	Cable Splicer	\$102.42	5A	4D	
Electricians - Powerline Construction	Certified Line Welder	\$93.99	5A	4D	
Electricians - Powerline Construction	Groundperson	\$59.30	5A	4D	
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$93.99	5A	4D	
Electricians - Powerline Construction	Journey Level Lineperson	\$93.99	5A	4D	
Electricians - Powerline Construction	Line Equipment Operator	\$80.96	5A	4D	
Electricians - Powerline Construction	Meter Installer	\$59.30	5A	4D	8W
Electricians - Powerline Construction	Pole Sprayer	\$93.99	5A	4D	

Electricians - Powerline Construction	Powderperson	\$69.84	5A	4D	
Electronic Technicians	Journey Level	\$60.28	6Z	1B	
Elevator Constructors	Mechanic	\$115.14	7D	4A	
Elevator Constructors	Mechanic In Charge	\$124.53	7D	4A	
Fabricated Precast Concrete Products	Journey Level	\$16.66		1	
Fence Erectors	Fence Erector	\$57.66	15J	11P	8Y
Fence Erectors	Fence Laborer	\$57.66	15J	11P	8Y
Flaggers	Journey Level	\$57.66	15J	11P	8Y
Glaziers	Journey Level	\$85.16	7L	1Y	
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$96.42	15H	11C	
Heating Equipment Mechanics	Journey Level	\$105.42	7F	1E	
Hod Carriers & Mason Tenders	Journey Level	\$71.09	15J	11P	8Y
Industrial Power Vacuum Cleaner	Journey Level	\$16.66		1	
Inland Boatmen	Boat Operator	\$71.28	5B	1K	
Inland Boatmen	Cook	\$69.70	5B	1K	

Inland Boatmen	Deckhand	\$70.00	5B	1K	
Inland Boatmen	Deckhand Engineer	\$69.55	5B	1K	
Inland Boatmen	Launch Operator	\$71.23	5B	1K	
Inland Boatmen	Mate	\$89.12	5B	1K	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$16.66		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$16.66		1	
Insulation Applicators	Journey Level	\$83.21	15J	11U	
Ironworkers	Journeyman	\$92.82	15K	11N	
Laborers	Air, Gas Or Electric Vibrating Screed	\$67.39	15J	11P	8Y

Laborers	Airtrac Drill Operator	\$69.37	15J	11P	8Y
Laborers	Ballast Regular Machine	\$67.39	15J	11P	8Y
Laborers	Batch Weighman	\$57.66	15J	11P	8Y
Laborers	Brick Pavers	\$67.39	15J	11P	8Y
Laborers	Brush Cutter	\$67.39	15J	11P	8Y
Laborers	Brush Hog Feeder	\$67.39	15J	11P	8Y
Laborers	Burner	\$67.39	15J	11P	8Y
Laborers	Caisson Worker	\$69.37	15J	11P	8Y
Laborers	Carpenter Tender	\$67.39	15J	11P	8Y
Laborers	Cement Dumper-paving	\$68.56	15J	11P	8Y
Laborers	Cement Finisher Tender	\$67.39	15J	11P	8Y
Laborers	Change House Or Dry Shack	\$67.39	15J	11P	8Y
Laborers	Chipping Gun (30 Lbs. And Over)	\$68.56	15J	11P	8Y
Laborers	Chipping Gun (Under 30 Lbs.)	\$67.39	15J	11P	8Y
Laborers	Choker Setter	\$67.39	15J	11P	8Y
Laborers	Chuck Tender	\$67.39	15J	11P	8Y

Laborers	Clary Power Spreader	\$68.56	15J	11P	8Y
Laborers	Clean-up Laborer	\$67.39	15J	11P	8Y
Laborers	Concrete Dumper/Chute Operator	\$68.56	15J	11P	8Y
Laborers	Concrete Form Stripper	\$67.39	15J	11P	8Y
Laborers	Concrete Placement Crew	\$68.56	15J	11P	8Y
Laborers	Concrete Saw Operator/Core Driller	\$68.56	15J	11P	8Y
Laborers	Crusher Feeder	\$57.66	15J	11P	8Y
Laborers	Curing Laborer	\$67.39	15J	11P	8Y
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$67.39	15J	11P	8Y
Laborers	Ditch Digger	\$67.39	15J	11P	8Y
Laborers	Diver	\$69.37	15J	11P	8Y
Laborers	Drill Operator (Hydraulic, Diamond)	\$68.56	15J	11P	8Y
Laborers	Dry Stack Walls	\$67.39	15J	11P	8Y
Laborers	Dump Person	\$67.39	15J	11P	8Y
Laborers	Epoxy Technician	\$67.39	15J	11P	8Y

Laborers	Erosion Control Worker	\$67.39	15J	11P	8Y
Laborers	Faller & Bucker Chain Saw	\$68.56	15J	11P	8Y
Laborers	Fine Graders	\$67.39	15J	11P	8Y
Laborers	Firewatch	\$57.66	15J	11P	8Y
Laborers	Form Setter	\$68.56	15J	11P	8Y
Laborers	Gabian Basket Builders	\$67.39	15J	11P	8Y
Laborers	General Laborer	\$67.39	15J	11P	8Y
Laborers	Grade Checker & Transit Person	\$71.09	15J	11P	8Y
Laborers	Grinders	\$67.39	15J	11P	8Y
Laborers	Grout Machine Tender	\$67.39	15J	11P	8Y
Laborers	Groutmen (Pressure) Including Post Tension Beams	\$68.56	15J	11P	8Y
Laborers	Guardrail Erector	\$67.39	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level A)	\$69.37	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level B)	\$68.56	15J	11P	8Y
Laborers	Hazardous Waste Worker (Level C)	\$67.39	15J	11P	8Y

Laborers	High Scaler	\$69.37	15J	11P	8Y
Laborers	Jackhammer	\$68.56	15J	11P	8Y
Laborers	Laserbeam Operator	\$68.56	15J	11P	8Y
Laborers	Maintenance Person	\$67.39	15J	11P	8Y
Laborers	Manhole Builder-Mudman	\$68.56	15J	11P	8Y
Laborers	Material Yard Person	\$67.39	15J	11P	8Y
Laborers	Mold Abatement Worker	\$67.39	15J	11P	8Y
Laborers	Motorman-Dinky Locomotive	\$71.19	15J	11P	8Y
Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$71.09	15J	11P	8Y
Laborers	Pavement Breaker	\$68.56	15J	11P	8Y
Laborers	Pilot Car	\$57.66	15J	11P	8Y
Laborers	Pipe Layer (Lead)	\$71.09	15J	11P	8Y
Laborers	Pipe Layer/Tailor	\$68.56	15J	11P	8Y

Laborers	Pipe Pot Tender	\$68.56	15J	11P	8Y
Laborers	Pipe Reliner	\$68.56	15J	11P	8Y
Laborers	Pipe Wrapper	\$68.56	15J	11P	8Y
Laborers	Pot Tender	\$67.39	15J	11P	8Y
Laborers	Powderman	\$69.37	15J	11P	8Y
Laborers	Powderman's Helper	\$67.39	15J	11P	8Y
Laborers	Power Jacks	\$68.56	15J	11P	8Y
Laborers	Power Washer	\$67.39	15J	11P	8Y
Laborers	Railroad Spike Puller - Power	\$68.56	15J	11P	8Y
Laborers	Raker - Asphalt	\$71.09	15J	11P	8Y
Laborers	Re-timberman	\$69.37	15J	11P	8Y
Laborers	Remote Equipment Operator	\$68.56	15J	11P	8Y
Laborers	Rigger/Signal Person	\$68.56	15J	11P	8Y
Laborers	Rip Rap Person	\$67.39	15J	11P	8Y
Laborers	Rivet Buster	\$68.56	15J	11P	8Y
Laborers	Rodder	\$68.56	15J	11P	8Y

Laborers	Scaffold Erector	\$67.39	15J	11P	8Y
Laborers	Scale Person	\$67.39	15J	11P	8Y
Laborers	Sloper (Over 20")	\$68.56	15J	11P	8Y
Laborers	Sloper Sprayer	\$67.39	15J	11P	8Y
Laborers	Spreader (Concrete)	\$68.56	15J	11P	8Y
Laborers	Stake Hopper	\$67.39	15J	11P	8Y
Laborers	Stock Piler	\$67.39	15J	11P	8Y
Laborers	Swinging Stage/Boatswain Chair	\$57.66	15J	11P	8Y
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$68.56	15J	11P	8Y
Laborers	Tamper (Multiple & Self- propelled)	\$68.56	15J	11P	8Y
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$68.56	15J	11P	8Y
Laborers	Toolroom Person (at Jobsite)	\$67.39	15J	11P	8Y
Laborers	Topper	\$67.39	15J	11P	8Y
Laborers	Track Laborer	\$67.39	15J	11P	8Y
Laborers	Track Liner (Power)	\$68.56	15J	11P	8Y

Laborers	Traffic Control Laborer	\$61.41	15J	11P	9C
Laborers	Traffic Control Supervisor	\$64.86	15J	11P	9C
Laborers	Truck Spotter	\$67.39	15J	11P	8Y
Laborers	Tugger Operator	\$68.56	15J	11P	8Y
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$225.32	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$230.35	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$234.03	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$239.73	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$241.85	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$246.95	15J	11P	9B
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$248.85	15J	11P	9B

Laborers	Tunnel Work-Compressed				
	Air Worker 70.01-72.00 psi	\$250.85	15J	11P	9B
Laborers	Tunnel Work-Compressed				
	Air Worker 72.01-74.00 psi	\$252.85	15J	11P	9B
Laborers	Tunnel Work-Guage and Lock Tender	\$71.19	15J	11P	8Y
Laborers	Tunnel Work-Miner	\$71.19	15J	11P	8Y
Laborers	Vibrator	\$68.56	15J	11P	8Y
Laborers	Vinyl Seamer	\$67.39	15J	11P	8Y
Laborers	Watchman	\$52.73	15J	11P	8Y
Laborers	Welder	\$68.56	15J	11P	8Y
Laborers	Well Point Laborer	\$68.56	15J	11P	8Y
Laborers	Window Washer/Cleaner	\$52.73	15J	11P	8Y
Laborers - Underground Sewer & Water	General Laborer & Topman	\$67.39	15J	11P	8Y
Laborers - Underground Sewer & Water	Pipe Layer	\$68.56	15J	11P	8Y
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$52.73	15J	11P	8Y

Landscape Construction	Landscape Operator	\$88.78	15J	3K	8X
Landscape Maintenance	Groundskeeper	\$17.07		1	
Lathers	Journey Level	\$81.71	150	11S	
Marble Setters	Journey Level	\$76.07	7E	1N	
Metal Fabrication (In Shop)	Fitter	\$16.66		1	
Metal Fabrication (In Shop)	Laborer	\$16.66		1	
Metal Fabrication (In Shop)	Machine Operator	\$16.66		1	
Metal Fabrication (In Shop)	Welder	\$16.66		1	
Millwright	Journey Level	\$80.28	15J	4C	
Modular Buildings	Journey Level	\$16.66		1	
Painters	Journey Level	\$56.09	6Z	11J	
Pile Driver	Crew Tender	\$80.50	15J	11U	9L
Pile Driver	Journey Level	\$84.81	15J	11U	
Plasterers	Journey Level	\$78.60	7Q	1R	
Plasterers	Nozzleman	\$82.70	7Q	1R	
Playground & Park Equipment Installers	Journey Level	\$16.66		1	
Plumbers & Pipefitters	Journey Level	\$95.37	5A	1G	

Power Equipment Operators	Asphalt Plant Operator	\$90.27	15J	3K	8X
Power Equipment Operators	Assistant Engineer	\$86.60	7A	11H	8X
Power Equipment Operators	Barrier Machine (zipper)	\$89.47	15J	3K	8X
Power Equipment Operators	Batch Plant Operator: Concrete	\$89.47	15J	3K	8X
Power Equipment Operators	Bobcat	\$84.87	15J	3K	8X
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$84.87	15J	3K	8X
Power Equipment Operators	Brooms	\$84.87	15J	3K	8X
Power Equipment Operators	Bump Cutter	\$89.47	15J	3K	8X
Power Equipment Operators	Cableways	\$90.27	15J	3K	8X
Power Equipment Operators	Chipper	\$89.47	15J	3K	8X
Power Equipment Operators	Compressor	\$84.87	15J	3K	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$90.27	15J	3K	8X

Power Equipment Operators	Concrete Finish Machine - laser Screed	\$84.87	15J	3K	8X
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$88.78	15J	3K	8X
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$89.47	15J	3K	8X
Power Equipment Operators	Conveyors	\$88.78	15J	3K	8X
Power Equipment Operators	Cranes Friction: 200 tons and over	\$94.85	7A	11H	8X
Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$86.60	7A	11H	8X
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$92.98	7A	11H	8X
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$91.25	7A	11H	8X
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$93.95	7A	11H	8X
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including	\$94.85	7A	11H	8X

jib with attachments

Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$92.08	7A	11H	8X
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$93.95	7A	11H	8X
Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators	Crusher	\$89.47	15J	3K	8X
Power Equipment Operators	Deck Engineer/deck Winches (power)	\$89.47	15J	3K	8X
Power Equipment Operators	Derricks: on building work	\$92.08	7A	11H	8X
Power Equipment Operators	Dozers D-9 & Under	\$88.78	15J	3K	8X
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$88.78	15J	3K	8X
Power Equipment Operators	Drilling Machine	\$91.20	15J	3K	8X
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$86.60	7A	11H	8X
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar	\$89.47	15J	3K	8X

Equipment

Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$90.55	7A	11H	8X
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$86.60	7A	11H	8X
Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$89.47	15J	3K	8X
Power Equipment Operators	Gradechecker/stakeman	\$84.87	15J	3K	8X
Power Equipment Operators	Guardrail punch/Auger	\$89.47	15J	3K	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$90.27	15J	3K	8X
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$89.47	15J	3K	8X
Power Equipment Operators	Horizontal/directional Drill Locator	\$88.78	15J	3K	8X
Power Equipment Operators	Horizontal/directional Drill Operator	\$89.47	15J	3K	8X
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$86.60	7A	11H	8X

Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$91.20	15J	3K	8X
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$90.27	15J	3K	8X
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$89.47	15J	3K	8X
Power Equipment Operators	Loaders, Plant Feed	\$89.47	15J	3K	8X
Power Equipment Operators	Loaders: Elevating Type Belt	\$88.78	15J	3K	8X
Power Equipment Operators	Locomotives, All	\$89.47	15J	3K	8X
Power Equipment Operators	Material Transfer Device	\$89.47	15J	3K	8X
Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$92.98	7A	11H	8X
Power Equipment Operators	Motor patrol graders	\$90.27	15J	3K	8X
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$90.27	15J	3K	8X
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch	\$84.87	15J	3K	8X

Seeding Operator

Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$90.55	7A	11H	8X
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$91.25	7A	11H	8X
Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$92.98	7A	11H	8X
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$92.08	7A	11H	8X
Power Equipment Operators	Pavement Breaker	\$84.87	15J	3K	8X
Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$89.47	15J	3K	8X
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$88.78	15J	3K	8X
Power Equipment Operators	Posthole Digger, Mechanical	\$84.87	15J	3K	8X
Power Equipment Operators	Power Plant	\$84.87	15J	3K	8X
Power Equipment Operators	Pumps - Water	\$84.87	15J	3K	8X
Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$90.27	15J	3K	8X

Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$90.55	7A	11H	8X
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$90.27	15J	3K	8X
Power Equipment Operators	Rigger and Bellman	\$86.60	7A	11H	8X
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$90.55	7A	11H	8X
Power Equipment Operators	Rollagon	\$90.27	15J	3K	8X
Power Equipment Operators	Roller, Other Than Plant Mix	\$84.87	15J	3K	8X
Power Equipment Operators	Roller, Plant Mix Or Multi- lift Materials	\$88.78	15J	3K	8X
Power Equipment Operators	Roto-mill, Roto-grinder	\$89.47	15J	3K	8X
Power Equipment Operators	Saws - Concrete	\$88.78	15J	3K	8X
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$89.47	15J	3K	8X
Power Equipment Operators	Scrapers - Concrete & Carry All	\$88.78	15J	3K	8X
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$90.27	15J	3K	8X

Power Equipment Operators	Service Engineers: equipment	\$90.55	7A	11H	8X
Power Equipment Operators	Shotcrete/gunite Equipment	\$84.87	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$88.78	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$90.27	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$89.47	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$91.20	15J	3K	8X
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$92.12	15J	3K	8X
Power Equipment Operators	Slipform Pavers	\$90.27	15J	3K	8X
Power Equipment Operators	Spreader, Topsider & Screedman	\$90.27	15J	3K	8X
Power Equipment Operators	Subgrader Trimmer	\$89.47	15J	3K	8X

Power Equipment Operators	Tower Bucket Elevators	\$88.78	15J	3K	8X
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$93.95	7A	11H	8X
Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$92.98	7A	11H	8X
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$94.85	7A	11H	8X
Power Equipment Operators	Transporters, All Track Or Truck Type	\$90.27	15J	3K	8X
Power Equipment Operators	Trenching Machines	\$88.78	15J	3K	8X
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$91.25	7A	11H	8X
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$90.55	7A	11H	8X
Power Equipment Operators	Truck Mount Portable Conveyor	\$89.47	15J	3K	8X
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$89.47	15J	3K	8X
Power Equipment Operators	Welder	\$92.08	7A	11H	8X
Power Equipment Operators	Wheel Tractors, Farmall Type	\$84.87	15J	3K	8X

Power Equipment Operators	Yo Yo Pay Dozer	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Bobcat	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Brooms	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$89.47	15J	3K	8X

Power Equipment					
Operators- Underground	Cableways	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Chipper	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Compressor	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment	Concrete Pump: Truck				
Operators- Underground	Mount With Boom	\$90.27	15J	3K	8X
Sewer & Water	Attachment Over 42m				
Power Equipment					
Operators- Underground	Concrete Finish Machine -	\$84.87	15J	3K	8X
Sewer & Water	laser Screed				
Power Equipment	Concrete Pump - Mounted				
Operators- Underground	Or Trailer High Pressure	\$88.78	15J	3K	8X
Sewer & Water	Line Pump, Pump High Pressure				
Power Equipment	Concrete Pump: Truck				
Operators- Underground	Mount With Boom	\$89.47	15J	3K	8X
Sewer & Water	Attachment Up To 42m				
Power Equipment					
Operators- Underground	Conveyors	\$88.78	15J	3K	8X
Sewer & Water					

Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$94.85	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$92.98	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$91.25	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$93.95	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$94.85	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$92.08	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$93.95	7A	11H	8X

Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A- frame over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Crusher	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$92.08	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$91.20	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$89.47	15J	3K	8X

Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$88.78	15J	3K	8X

Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$86.60	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$91.20	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$89.47	15J	3K	8X

Power Equipment					
Operators- Underground	Material Transfer Device	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment	Mechanics: all (Leadmen -				
Operators- Underground	\$0.50 per hour over	\$92.98	7A	11H	8X
Sewer & Water	mechanic)				
Power Equipment					
Operators- Underground	Motor patrol graders	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment	Mucking Machine, Mole,				
Operators- Underground	Tunnel Drill, Boring, Road	\$90.27	15J	3K	8X
Sewer & Water	Header And/or Shield				
Power Equipment	Oil Distributors, Blower				
Operators- Underground	Distribution & Mulch	\$84.87	15J	3K	8X
Sewer & Water	Seeding Operator				
Power Equipment	Outside Hoists (elevators				
Operators- Underground	and manlifts), Air Tuggers,	\$90.55	7A	11H	8X
Sewer & Water	Strato				
Power Equipment	Overhead, bridge type				
Operators- Underground	Crane: 20 tons through 44	\$91.25	7A	11H	8X
Sewer & Water	tons				
Power Equipment	Overhead, bridge type:				
Operators- Underground	100 tons and over	\$92.98	7A	11H	8X
Sewer & Water					
Power Equipment	Overhead, bridge type: 45				
Operators- Underground	tons through 99 tons	\$92.08	7A	11H	8X
Sewer & Water					

Power Equipment					
Operators- Underground	Pavement Breaker	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Pile Driver (other Than	\$89.47	15J	3K	8X
Sewer & Water	Crane Mount)				
Power Equipment					
Operators- Underground	Plant Oiler - Asphalt,	\$88.78	15J	3K	8X
Sewer & Water	Crusher				
Power Equipment					
Operators- Underground	Posthole Digger,	\$84.87	15J	3K	8X
Sewer & Water	Mechanical				
Power Equipment					
Operators- Underground	Power Plant	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Pumps - Water	\$84.87	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Quad 9, HD 41, D10 And	\$90.27	15J	3K	8X
Sewer & Water	Over				
Power Equipment					
Operators- Underground	Quick Tower: no cab,	\$90.55	7A	11H	8X
Sewer & Water	under 100 feet in height based to boom				
Power Equipment					
Operators- Underground	Remote Control Operator	\$90.27	15J	3K	8X
Sewer & Water	On Rubber Tired Earth Moving Equipment				

Power Equipment					
Operators- Underground	Rigger and Bellman	\$86.60	7A	11H	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Rigger/Signal Person,	\$90.55	7A	11H	8X
Sewer & Water	Bellman(Certified)				
Power Equipment					
Operators- Underground	Rollagon	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Roller, Other Than Plant	\$84.87	15J	3K	8X
Sewer & Water	Mix				
Power Equipment					
Operators- Underground	Roller, Plant Mix Or Multi-	\$88.78	15J	3K	8X
Sewer & Water	lift Materials				
Power Equipment					
Operators- Underground	Roto-mill, Roto-grinder	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Saws - Concrete	\$88.78	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Scraper, Self Propelled	\$89.47	15J	3K	8X
Sewer & Water	Under 45 Yards				
Power Equipment					
Operators- Underground	Scrapers - Concrete &	\$88.78	15J	3K	8X
Sewer & Water	Carry All				

Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$90.55	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$88.78	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$91.20	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$90.27	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$90.27	15J	3K	8X

Power Equipment					
Operators- Underground	Subgrader Trimmer	\$89.47	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Tower Bucket Elevators	\$88.78	15J	3K	8X
Sewer & Water					
Power Equipment	Tower Crane: over 175'				
Operators- Underground	through 250' in height,	\$93.95	7A	11H	8X
Sewer & Water	base to boom				
Power Equipment	Tower crane: up to 175' in				
Operators- Underground	height base to boom	\$92.98	7A	11H	8X
Sewer & Water					
Power Equipment	Tower Cranes: over 250' in				
Operators- Underground	height from base to boom.	\$94.85	7A	11H	8X
Sewer & Water					
Power Equipment	Transporters, All Track Or				
Operators- Underground	Truck Type	\$90.27	15J	3K	8X
Sewer & Water					
Power Equipment					
Operators- Underground	Trenching Machines	\$88.78	15J	3K	8X
Sewer & Water					
Power Equipment	Truck Crane Oiler/Driver:				
Operators- Underground	100 tons and over	\$91.25	7A	11H	8X
Sewer & Water					
Power Equipment	Truck crane oiler/driver:				
Operators- Underground	under 100 tons	\$90.55	7A	11H	8X
Sewer & Water					

Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$89.47	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Welder	\$92.08	7A	11H	8X
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$84.87	15J	3K	8X
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$89.47	15J	3K	8X
Power Line Clearance Tree Trimmmers	Journey Level In Charge	\$65.20	5A	4A	
Power Line Clearance Tree Trimmmers	Spray Person	\$61.74	5A	4A	
Power Line Clearance Tree Trimmmers	Tree Equipment Operator	\$65.00	5A	4A	
Power Line Clearance Tree Trimmmers	Tree Trimmer	\$58.29	5A	4A	
Power Line Clearance Tree Trimmmers	Tree Trimmer Groundperson	\$43.05	5A	4A	

Refrigeration & Air Conditioning Mechanics	Journey Level	\$100.71	5A	1G
Residential Brick Mason	Journey Level	\$27.02		1
Residential Carpenters	Journey Level	\$47.01		1
Residential Cement Masons	Journey Level	\$45.99		1
Residential Drywall Applicators	Journey Level	\$51.52	15J	4C
Residential Drywall Tapers	Journey Level	\$77.66	5P	1E
Residential Electricians	Journey Level	\$44.11		1
Residential Glaziers	Journey Level	\$56.50	7L	1H
Residential Insulation Applicators	Journey Level	\$78.96	15J	4C
Residential Laborers	Journey Level	\$33.97		1
Residential Marble Setters	Journey Level	\$29.29		1
Residential Painters	Journey Level	\$29.33		1
Residential Plumbers & Pipefitters	Journey Level	\$57.55	5A	1G
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$105.42	7F	1E
Residential Sheet Metal Workers	Journey Level	\$105.42	7F	1E

Residential Soft Floor Layers	Journey Level	\$62.66	7C	3J
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$57.51		1
Residential Stone Masons	Journey Level	\$29.29		1
Residential Terrazzo Workers	Journey Level	\$16.66		1
Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1
Residential Tile Setters	Journey Level	\$25.98		1
Roofers	Journey Level	\$67.45	5A	3H
Roofers	Using Irritable Bituminous Materials	\$70.45	5A	3H
Sheet Metal Workers	Journey Level (Field or Shop)	\$105.42	7F	1E
Shipbuilding & Ship Repair	New Construction Boilermaker	\$61.07	7X	4J
Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Crane Operator	\$44.29	7V	1
Shipbuilding & Ship Repair	New Construction Electrician	\$61.12	7X	4J

Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$96.42	15H	11C
Shipbuilding & Ship Repair	New Construction Laborer	\$60.73	7X	4J
Shipbuilding & Ship Repair	New Construction Machinist	\$60.93	7X	4J
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$44.29	7V	1
Shipbuilding & Ship Repair	New Construction Painter	\$60.93	7X	4J
Shipbuilding & Ship Repair	New Construction Pipefitter	\$61.21	7X	4J
Shipbuilding & Ship Repair	New Construction Rigger	\$61.07	7X	4J
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$60.94	7X	4J
Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$44.29	7V	1
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$61.07	7X	4J
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$61.07	7X	4J
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K

Shipbuilding & Ship Repair	Ship Repair Electrician	\$61.12	7X	4J
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$96.42	15H	11C
Shipbuilding & Ship Repair	Ship Repair Laborer	\$60.73	7X	4J
Shipbuilding & Ship Repair	Ship Repair Machinist	\$60.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K
Shipbuilding & Ship Repair	Ship Repair Painter	\$60.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$61.21	7X	4J
Shipbuilding & Ship Repair	Ship Repair Rigger	\$61.07	7X	4J
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$60.94	7X	4J
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K
Sign Makers & Installers (Electrical)	Sign Installer	\$26.17		1
Sign Makers & Installers (Electrical)	Sign Maker	\$20.33		1
Sign Makers & Installers (Non-Electrical)	Sign Installer	\$33.43		1
Sign Makers & Installers (Non-Electrical)	Sign Maker	\$22.79		1

Soft Floor Layers	Journey Level	\$63.29	15J	4C	
Solar Controls For Windows	Journey Level	\$16.66		1	
Sprinkler Fitters (Fire Protection)	Journey Level	\$103.19	5C	1X	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66		1	
Stone Masons	Journey Level	\$76.07	7E	1N	
Street And Parking Lot Sweeper Workers	Journey Level	\$21.69		1	
Surveyors	Assistant Construction Site Surveyor	\$90.55	7A	11H	8X
Surveyors	Chainman	\$86.60	7A	11H	8X
Surveyors	Construction Site Surveyor	\$92.08	7A	11H	8X
Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$86.60	7A	11H	8X
Surveyors	Ground Penetrating Radar	\$86.60	7A	11H	8X
Telecommunication Technicians	Journey Level	\$60.28	6Z	1B	
Telephone Line Construction - Outside	Cable Splicer	\$42.62	5A	2B	

Telephone Line Construction - Outside	Hole Digger/Ground Person	\$27.97	5A	2B
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$35.60	5A	2B
Telephone Line Construction - Outside	Telephone Lineperson	\$40.28	5A	2B
Terrazzo Workers	Journey Level	\$70.61	7E	1N
Tile Setters	Journey Level	\$68.61	7E	1N
Tile, Marble & Terrazzo Finishers	Finisher	\$59.44	7E	1N
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and	\$62.69	15L	1K

automatic control devices

(Group 2)

Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	\$62.69	15L	1K
Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$95.41	15L	1K
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	\$95.41	15L	1K

Traffic Control Stripers	Seal coating, slurry				
	coating and other surface protection (Group 2)	\$62.69	15L	1K	
Truck Drivers	Asphalt Mix Over 16 Yards	\$82.95	15J	11M	8L
Truck Drivers	Asphalt Mix To 16 Yards	\$82.11	15J	11M	8L
Truck Drivers	Dump Truck	\$82.11	15J	11M	8L
Truck Drivers	Dump Truck & Trailer	\$82.95	15J	11M	8L
Truck Drivers	Other Trucks	\$82.95	15J	11M	8L
Truck Drivers - Ready Mix	Transit Mix	\$82.95	15J	11M	8L
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.66		1	
Well Drillers & Irrigation Pump Installers	Oiler	\$16.66		1	
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.30		1	

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.

Overtime Codes Continued

- 1. 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.
- 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. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

11. 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.
- 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.

Overtime Codes Continued

11. 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.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- 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 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 a.m. to 6:00 p.m., 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 shifts 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-hour shifts.
- 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.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- 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.
- 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.

Benefit Code Key – Effective 8/31/2025 thru 3/3/2026

11. T. 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.
- U. 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.
- If, 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 a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

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).

Holiday Codes Continued

5. 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).

Holiday Codes Continued

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

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.

Holiday Codes Continued

7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. 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.
- O. 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, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

- 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.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- 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.

Benefit Code Key – Effective 8/31/2025 thru 3/3/2026

9. I. 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'.
- Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- 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.

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 Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-080 - Mayoral Appointments to the Planning Commission, Parks & Recreation Advisory Board, and Economic Development Advisory Board	Agenda Item #:
	For Agenda of: 10/14/2025
	Prepared by: Jeremy Metzler
Attachments (list):	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 10/09/2025 Dave Olson, Mayor 10/09/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 09/16/2025 SS 10/07/2025 SS 10/14/2025 RCM

Summary Statement: In accordance with Sections [2.30.020](#), [2.31.020](#) and [2.32.020](#) of the Edgewood Municipal Code (EMC), appointments and re-appointments to the Planning Commission (PC), Parks and Recreation Advisory Board (PRAB) and Economic Development Advisory Board (EDAB) shall follow the City Council Rules of Procedures, which require applications and interviews for each applicant. The Mayor shall appoint the applicants, and the Council shall confirm or deny the appointments proposed by the Mayor.

- For the PC, Position 4 is vacant and three applicants were interviewed by City Council.
- For the PRAB, Positions 1, 2, and 3 expired on September 30, 2025. All three of the board members with expiring terms have reapplied for their positions and been interviewed, along with one new applicant.
- For the EDAB, Position 2 is vacant and two applicants were interviewed by City Council.

The city actively promotes these vacancies through social media and its website, with weekly posts to encourage applications.

Item History:

N/A

Recommended Action: MOTION confirming the following Mayoral Appointments:

- PC (*Term ending June 30, 2027*) - Lauren Roggenbuck, Position 4
- PRAB (*Terms ending September 30, 2027*) - Brian Levenhagen, Position 1; Elizabeth Kerlin, Position 2; Matthew Torrey, Position 3
- EDAB (*Term ending June 30, 2027*) - Joel Lewis, Position 2

Fiscal Note/Consideration:
N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-081- 2025 Annual Comprehensive Plan Amendments	Agenda Item #:
	For Agenda of: 10/14/2025
	Prepared by: Jeremy Metzler
Attachments (list): 1. SEPA DNS	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 10/14/2025 Dave Olson, Mayor 10/14/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 10/14/2025 RCM

Summary Statement: As adopted by the City Council on February 25, 2025, Resolution 25-0768 directed the Planning Commission to review two items under the 2025 Final Docket for Annual Amendments to Edgewood's Comprehensive Plan:

1. The Future Land Use Study and Map Amendment for the West Valley Highway Overlay area (WVH Overlay), and
2. Review of the 2024 Comprehensive Plan and Zoning Map for scrivener's errors and inconsistencies.

Staff issued the attached SEPA DNS on September 25, 2025, with a public comment period running through October 13, 2025 and concluding with a public hearing at last night's Planning Commission Meeting. In order to thoroughly review and respond to external agency comments and ensure appropriate environmental review of the proposal, staff recommends removing the WVH Overlay from the 2025 Final Docket and consider including it under the 2026 Annual Amendment docketing process. The Planning Commission voted unanimously at last night's meeting to formally recommend that the City Council remove the WVH Overlay from the 2025 Final Docket and add it to the 2026 Annual Amendment docket as appropriate.

Staff has brought this item to the City Council tonight on short notice seeking their formal action on the Planning Commission's recommendation. If approved, this would allow staff to issue an Amended SEPA Determination to be issued before the appeal period closes on the previously issued SEPA DNS (attached). Finally, while a formal Resolution or Ordinance is not offered this evening, any action taken this evening will be memorialized by the City Council's final action on the 2025 Annual Amendment Docket later this year.

Item History:

02/18/2025 SS - [Packet Materials](#), [Meeting Video](#)
02/25/2025 RCM - [Packet Materials](#), [Meeting Video](#)
08/11/2025 Planning Commission - [Packet Materials](#), [Meeting Video](#)
09/08/2025 Planning Commission - [Packet Materials](#), [Meeting Video](#)

Recommended Action:

MOTION to remove the Future Land Use Study and Map Amendment for the West Valley Highway Overlay area from the 2025 Final Docket for Annual Amendments to Edgewood's Comprehensive Plan, instead including it for consideration during the 2026 Annual Amendment docket process.

Fiscal Note/Consideration:

N/A



State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS)

City of Edgewood

■

10440 Dom Calata Way E

■

Edgewood, Washington 98372

■

253-952-3299

Issued: September 25, 2025

File: #25-011-CODE: 2025 Annual Comprehensive Plan and Zoning Map Amendments

Lead Agency: City of Edgewood

Staff Contact: Josh Kubitza, Planning Manager

253-952-3299 | comdev@cityofedgewood.org

Proponent: City of Edgewood

Location: City of Edgewood located in northern Pierce County, Washington. The proposal is for all areas within the City of Edgewood municipal boundaries.

Proposal: This is the 2025 Annual Comprehensive Plan Amendment. First, the city proposes a future land use map and zoning map designation change from Residential-1 and Commercial to Industrial for the properties located within the West Valley Highway Land Use Study Area. Second, the city proposes several minor corrections and clarification revisions to text and figures contained in the 2024 Comprehensive Plan. This is a non-project review, there are no current plans to develop these properties that the city is aware of. If the designation change is approved, industrial development would be allowed if the project action complies with all associated development regulations.

Existing Documents: All existing environmental documents and studies associated with this proposal are available on the City of Edgewood Permit Portal via portal.cityofedgewood.org by searching the File No. 25-008-CODE.

- SEPA Environmental Checklist;
- DRAFT EMC Chapter 16 Code Amendments

SEPA: The City of Edgewood has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of an Environmental Checklist and other information on file with the City. This DNS is issued under WAC 197-11-340(2). A final decision will not be made on this proposal until after October 27, 2025.

SEPA Responsible Official:

Signature

9/25/2025

Date

Jeremy Metzler, PE, Community Development Director

Comment Period: Written comments may be submitted until October 13, 2025 by 5:00 PM via email, mail, or in-person via comdev@cityofedgewood.org or City of Edgewood, 2224 104th Avenue East, Edgewood, WA 98372. Verbal comments may be submitted during the Planning Commission public hearing.

Public Hearing: The City of Edgewood Planning Commission will convene a hybrid public hearing on the matter at 6:00pm on Monday, October 13, 2025. Members of the public can attend and participate in person at Edgewood City Hall, Council Chambers, 2224 104th Ave East, Edgewood, WA 98372 or virtually via Zoom by visiting zoom.us/join using Meeting ID: 970 6596 9184. Meeting information is available at cityofedgewood.org/calendar.

Appeals: Appeals for this threshold determination must be made to the City of Edgewood pursuant to EMC 20.05.250(J). Per EMC 20.05.250(E) appeals will be accepted until 5:00 PM on October 27, 2025. Appeals must be submitted in writing along with the appeal fee via the City's permit portal: portal.cityofedgewood.org.

Please call (253) 952-3299 if you have any questions.

Any interested person/party has the right to comment on the proposal, review file materials, request a copy of the decision, and appeal the decision subject to requirements outlined in Edgewood Municipal Code Chapter 18 and the applicable regulations as adopted by the City.



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB25-0689 - 2nd Reading of Ordinance 25-0689 Granting Unto EZEE Fiber Texas LLC a Franchise Agreement for Telecommunications	Agenda Item #: 7.C
	For Agenda of: 10/14/2025
	Prepared by: Chuck Hendricksen
Attachments (list): 1. Ordinance No. 25-0689, Ezee Fiber Edgewood FA - 08182025 - Signed GYD.	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 10/09/2025 Dave Olson, Mayor 10/09/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 09.02.2025 SS Discussion 09.23.2025 RCM First Reading 10.14.2025 RCM Second Reading and Potential Action

Summary Statement:

As per EMC 12.06.020 a franchise agreement is required for utilities located in City of Edgewood Right of Way. This agreement is for EZEE Fiber to use City of Edgewood Right of Way to provide fiber services..

Item History:

Recommended Action:

MOTION to adopt **AB25-0689** - 2nd Reading of Ordinance 25-0689 Granting Unto EZEE Fiber Texas LLC a Franchise Agreement for Telecommunications

Fiscal Note/Consideration:

ORDINANCE NO. 25-0689

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, GRANTING
UNTO EZEE FIBER TEXAS LLC, A DELAWARE LIMITED
LIABILITY COMPANY, A FRANCHISE AGREEMENT FOR
TELECOMMUNICATIONS.**

WHEREAS, Ezee Fiber Texas, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Edgewood (“City”) for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its telecommunications facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee’s request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee a non- exclusive Franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline Facilities necessary to provide telecommunications services, on property located within the corporate boundaries of the City of Edgewood, as specified in Exhibit A, attached hereto and incorporated by reference (the "Franchise Area"). Except as expressly provided otherwise in this Franchise, Grantee shall construct, install, maintain, repair, and remove its Facilities at its expense.

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair telecommunications Facilities and all necessary appurtenances thereto, (“Grantee Facilities”) in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any Facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or

privilege relative to any Facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. As set forth in EMC 12.06, Grantee must first obtain a right-of-way use permit in the event it desires to occupy Public Ways. Nothing contained herein shall relieve Grantee from the requirements for obtaining permits as more fully set forth in Section 6 below.

I. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing or removing wireless communication Facilities.

J. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use City Property. If Grantee desires to use City Property, including poles and structures within the public ways it shall negotiate a separate lease or license agreement with the City.

K. Any rights, privileges, and authority granted to Grantee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Grantee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

L. Nothing in this Franchise excuses Grantee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.

M. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Grantee of any obligation to pay lawfully imposed taxes, charges or fees.

N. Nothing in this Franchise grants authority to Grantee to impair or damage any City Property, Public Way, other ways or other property, whether publicly or privately owned, except as provided herein.

O. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of Facilities or to modify public ways to accommodate the Grantee's Facilities.

P. Nothing in this Franchise grants authority to Grantee to provide or offer Cable Service.

Q. Nothing in this Franchise grants authority to Grantee to provide or offer personal wireless services to the general public.

R. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third-party user of Grantee's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: City Clerk
10440 Dom Calata Way E.
Edgewood, WA 98372

with a copy to: Public Works Director
10440 Dom Calata Way E.
Edgewood, WA 98372

Grantee: Ezee Fiber Texas, LLC
4505 Pacific Hwy E, Suite C-2 Fife,
Washington 98424
legal@ezeefiber.com

B. Grantee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Grantee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health safety of the public and repair Facilities to restore them to proper working order. Annually, on request of the City, Grantee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

C. Any changes to the above-stated Grantee information shall be sent to the City Clerk, with copies to the City Public Works Director, referencing the title of this agreement.

D. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, EDGEWOOD time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, consistent with EMC 12.06.040, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for three (3) additional five (5) year periods upon submission and approval of the application for such renewal. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City Code.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the City of Edgewood Municipal Code unless inconsistent herewith.

“Cable Service” has the meaning set forth in, 47 U. S. C. § 522(6).

“City” means the City of Edgewood, Washington, and all departments, divisions, employees, and agencies thereof.

“City Property” means and includes all real property owned by the City, other than public streets and utility easements as those terms are defined herein, and all property held in a proprietary

capacity by the City, which is not subject to right-of-way use permitting and franchising as provided herein.

“Conduit” means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

“Costs” means costs, expenses, and other financial obligations of any kind whatsoever.

“Days” means calendar days.

“Effective Date” means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

“EMC” or “City Code” means the City of Edgewood Municipal Code.

“Emergency” means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots or wars.

“Existing” means in actual physical being upon the effective date of this Franchise, or a repair or replacement of such physical being.

“Facilities” means all of the plant, equipment, fixtures, appurtenances, and other Facilities necessary to furnish and deliver telecommunications services including but not limited to poles with crossarms, poles without crossarms, and signal lines and equipment, braces, guys, anchors, conduits, vaults, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

“Fiber Optics” means the technology of guiding and projecting light for use as a communications medium.

“Grantee” means Ezee Fiber Texas, LLC dba Ezee Fiber and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

“Grantee Services” means the providing of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

“Information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

“Maintenance” or “Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Optical Cable” means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

“Overhead Facilities” means electric utility and communications Facilities located above the surface of the ground, including the underground supports and foundations for such Facilities.

“Person” means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers, but not the City.

“Personal Wireless Services” means commercial mobile radio services as defined by federal laws and regulations.

“Public Street” means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to transportation purposes. For the purposes of this section, the term “alley” shall have its ordinary meaning and shall generally be considered to mean a public right-of-way which affords a secondary means for vehicular or utility access to abutting property and which is not intended for general traffic circulation.

“Public Way” or “Public right-of-way” means and includes the public streets and easements which, under the EMC (City ordinances), and applicable laws, the City has authority to grant franchises, permits, or leases for use thereof, or has regulatory authority thereover, and as may be more specifically defined in the franchise, permit, or lease granting any right to or use thereof. Public ways for the purpose hereof do not include buildings, parks, poles, or similar Facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the public way such as utility poles and light poles.

“Relocation” means permanent movement of Grantee Facilities required by the City, and not temporary or incidental movement of such Facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Relocation” also means to protect, support, temporarily disconnect, relocate, or remove Facilities.

“Standards” means the Design and Construction Standards and Specifications for Public Works Improvements, latest edition at the time of submission of each right-of-way permit associated with this Franchise Agreement.

“Street Tree” means any tree located in, or that portion over hanging, any public way and any tree planted on private property near a public way at the direction of the City.

“Telecommunications Service” has the meaning set forth in 47 U.S.C. § 153(53).

“State” means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

“Underground Facilities” means utility and communications Facilities located under the surface of the ground, excluding the underground foundations or supports for overhead Facilities.

“Utility Facilities” means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility, communications services.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “B,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under applicable City Code provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

C. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and Grantees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

D. General Standards.

- i. All work authorized and required hereunder shall be done in a safe, thorough, and professional manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good

engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and Facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

- ii. All construction shall be subject to the City's permitting process.
- iii. Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.
- iv. Grantee will take prompt corrective action if it finds that any Facilities or equipment are not operating as expected, or if it finds that Grantee Facilities and equipment do not comply with the requirements of this Franchise or Applicable law.
- v. Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.
- vi. Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.
- vii. The City may inspect any of Grantee's Facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer, and repair the unsafe condition(s) if Grantee fails to do so, and to charge Grantee for its costs.
- viii. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable

permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. Grantee shall be liable for all costs incurred by the City and associated with Grantee's violation and the City's issuance of the stop work order.

E. The City expressly reserves the right to prescribe where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

F. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

G. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other Facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Facilities shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

I. Grantee shall provide and use any equipment and Facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its Facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

J. Locates. Grantee shall comply with RCW 19.122.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City Right of Way, property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property (etc.) to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Such repair work shall be performed and completed to the satisfaction of the City Engineer. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the City.

Section 9. Location Preference

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. The City reserves the right to deny priority to any of the Grantee's Facilities that may possibly interfere with possible future installation of City utilities. However, to the extent that the Grantee Facilities are completed and installed prior to another non-City utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. All City utilities and road infrastructure, whether existing or future, shall have priority over the Grantee. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City Facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

Section 10. Grantee Information

A. Within thirty (30) days of a request from the City, Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned Facilities within the City. Said information may be requested either in hard copy or electronic format. Said maps shall use a minimum scale of one-inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize NAD 83 as the horizontal datum and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. Grantee shall reasonably cooperate in City's planning efforts, including working with the City in its development of its Comprehensive Plan Utilities Element.

C. The parties understand that Washington State law limits the ability of the City to shield from public disclosure any information given to the City. The City of Edgewood must comply with RCW 42.56 ("Washington's Public Records Act"). Accordingly, the City agrees to notify the Grantee of requests for public records of the information provided pursuant to this Section, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

D. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its Facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and hold harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

B. The City shall have the right to require Grantee to, at the City's request, locate (which may include potholing) and survey Grantee's Facilities and equipment, relocate, remove,

replace, modify or disconnect Grantee's Facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's Facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered shall be borne by Grantee. Such work shall be performed at Grantee's expense.

C. Except when a shorter time is necessitated due to an emergency, Grantee shall, within thirty (30) days' written notice by the City, or such longer period as the City may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its Facilities and equipment located in the Rights-of-Way or on any other property of the City. In the event of any capital improvement project exceeding five hundred thousand dollars (\$500,000.00) in expenditures by the City, which requires the removal, replacement, modification, or disconnection of Grantee's Facilities or equipment, the City shall provide at least one hundred twenty (120) days' written notice to Grantee. Following notice by the City, if other users of the Right-of-Way relocate aerial Facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial Facilities contemporaneously with other utilities. If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its Facilities at Grantee's cost.

D. If Grantee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Franchise Equipment. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the City. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment, and that delay results in any delay damage accrued by or against the City, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the Grantee's discretion, either abandon in place or remove the affected Facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

C. Whenever Grantee intends to discontinue using any Facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility. If Grantee abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, Access purposes.

D. Removal of unauthorized facilities shall comply with EMC 12.06.160.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City. Where the City requests relocation of Underground Facilities for aesthetic purposes, the cost of relocation shall be paid by the City. In other cases, where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility Facilities being undergrounded.

Section 14. Limitation of Liability, Indemnification and Hold Harmless

A. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, and per EMC 12.06.216, provided that the City shall give Grantee timely written notice of its obligation to indemnify the City. Grantee shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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 Franchise Agreement.

F. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction

thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

G. Unless directly and proximately caused by the negligence or willful act of the City, the City shall not be liable for any damage to or loss of any Facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

H. In the event Grantee refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Grantee's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Section 15. Insurance

A. Grantee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Grantee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as an additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Grantee:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$5,000,000.00 per accident. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance, in form as broad as ISO occurrence form CG 00 01, with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to this Franchise Agreement using ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit or CG 20 37 10 01 or substitute endorsement providing at least as broad of coverage.

3. Contractors Pollution Liability insurance, in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000, shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Grantee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 15 before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. However, any such self-insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

G. Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the City-provided insurance as set forth herein, except Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Grantee shall ensure that the City is an

additional insured on each and every subcontractor commercial general liability insurance policy using an endorsement as least as broad as ISO CG 20. 26.

H. Failure to Maintain Insurance. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) business days' notice to the Grantee to correct the breach, terminate the Franchise 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.

I. Coverage Scope. The coverage shall contain no special imitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary.

Section 16. Performance Security

A. The Grantee shall provide the City with a performance bond in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guaranteed amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

B. After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

1. Failure of Grantee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and
3. Damages assessed against Grantee as provided in this Franchise.

C. Restoration Bond. In lieu of a restoration bond pursuant to EMC 12.06.218, in addition to a performance bond, Grantee hereby warrants all work performed under this franchise and further specifically represents and warrants that all required restoration of the right-of-way shall be performed timely, in a professional manner, and in full compliance with all applicable regulatory standards.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned, transferred, disposed of by sale, lease, merger, consolidation, or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise Agreement, the dispute shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington or the appropriate U.S. District Court. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall materially violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot reasonably be cured within thirty days, the Grantee will be provided a longer period provided that Grantee commences work on the cure within the original thirty-day cure period and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 16 for every day after the expiration of the cure period that the breach is not cured. The assessment does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or Applicable law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by the City by reason of the breach of this Franchise.

B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

C. In addition, notwithstanding any other legal or equitable remedy available under this Franchise or any Applicable law, after notice and a hearing, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(3) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(4) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable City Ordinances, federal and state laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach an agreement as to the terms of the amendment within thirty (30) days of the call for negotiations and the proposed amendment is required by law, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

Section 21. License, Tax and Other Charges

A. This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

B. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. The RCW is supplemented by EMC 12.06.070. Grantee does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

C. Grantee shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including

wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

D. If Grantee provides services to customers within the City, Grantee shall become subject to the City's utility tax.

E. If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 23. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 24. Implementation.

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 25. Miscellaneous Provisions

A. Publication Costs to be Borne by Grantee. Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

B. Binding Effect. This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

C. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

D. Waiver. The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

E. Reasonableness of Consent or Approval. Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either

party hereto, such party shall be entitled to consider public and governmental policy, professional and ethical standards, as well as business and economic considerations.

F. Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

G. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

H. Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

I. No Monetary Recourse Against the City. Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under Applicable law.

J. Preferential or Discriminatory Practices Prohibited. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

K. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 26. Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE _____TH DAY OF _____, 2025

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Maili C. Barber, City Attorney

Published: _____

EXHIBIT A
FRANCHISE AREA

EXHIBIT B

STATEMENT OF ACCEPTANCE

Ezee Fiber Texas, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Ezee Fiber Texas, LLC

By: 

Name: Garner Duncan

Title: SVP, Government Affairs

Date: 08/18/2025